

verizonbusiness

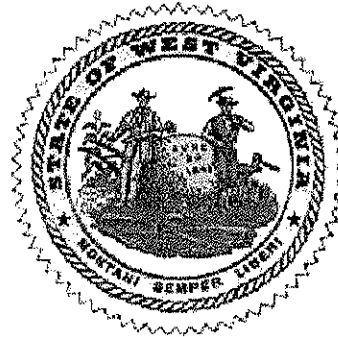
A PROPOSAL TO

STATE OF WEST VIRGINIA

For

State Treasurer
STO572

May 12, 2009



RECEIVED

2009 MAY 11 PM 1:38

PRESENTED BY:

Sandra K. Hawkins
Senior Client Account Manager
304-344-6700
304-552-0920
sandra.k.hawkins@verizonbusiness.com

WV PURCHASING
DIVISION



Sandra K. Hawkins
Senior Client Account Manager
1500 MacCorkle Avenue, SE
Charleston, WV 25314

May 12, 2009

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Attention: Ron Price

RFQ SUBJECT: Synchronous Optical Network Ring

RFQ #: ST0572

Dear Mr. Price:

Verizon Business is pleased to submit its proposal to provide a Synchronous Optical Network (SONET) ring for the State Treasurer's Office.

Verizon's financial stability and longevity provides the State of West Virginia a long-term partner for providing network services. Verizon is the number one Telecommunications Company provider in North America with assets of \$170 billion and revenues of \$60 billion annually. Verizon is ranked overall number 17 on the list of US Fortune 500 companies. On April 8, 2004, Verizon was added as one of the 30 companies that comprise the DOW Jones Industrial Average. Verizon's core competencies include its robust nationwide network, outstanding customer service, and over 125 years of expertise in delivering voice and data networks in West Virginia. Since 2004, Verizon has consistently been a top performer in customer satisfaction in the telecommunications industry segment by the J.D. Power and Associates "Major Provider Business Telecommunications Services Study SM".

Verizon Business has developed a comprehensive SONET proposal for the State of West Virginia. Verizon Business will provide outstanding service quality, product flexibility, and a local dedicated Account Team.

As one of West Virginia's largest employers, taxpayers, philanthropic providers, and contributors to statewide economic development, Verizon Communications Inc. is a good steward in the State of West Virginia. Verizon made millions of dollars of infrastructure investment in the state, and employs over 2,145 people statewide, with an annual payroll of \$143.3 Million. Verizon

- Pays more than \$45.4 Million annually to 3,171 Retirees living in the state.
- Pays approximately \$53.2 Million annually in health care and costs for employees and retirees
- Paid 2,725 Vendors or Suppliers in the state in 2006.
- Made \$577,885 in Charitable and Civic Contributions statewide during 2006.
- Paid more than \$27.4 Million in West Virginia taxes in 2006.
- Invested \$86.3 Million in plant and equipment statewide in 2006.



Verizon Business commits to provide the services as described in this Proposal. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with your firm.

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra K. Hawkins
Senior Client Account Manager
Authorized Contact
(304) 344-6700
sandra.k.hawkins@verizonbusiness.com

Services provided by Verizon West Virginia Inc., (referred to herein as Verizon), under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. Unless specifically addressed within their respective bid responses the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Verizon Services Agreement. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

This RFQ Response is the property of Verizon. It contains confidential and proprietary information and is submitted to the State of West Virginia in confidence for use solely for the purpose of evaluating the products and services proposed herein, on condition that you and your representatives have by receiving it, agreed not to reproduce it or copy it, in whole or in part, or to furnish such information to others or to make any other use of it except for the evaluation purposes stated above and to return it to Verizon upon request. In the event that this proposal results in a contract, Customer may retain this proposal for its use in connection with the products and services covered by such contract and for that purpose make such copies thereof as may be necessary. VERIZON ACKNOWLEDGES THAT IN THE EVENT OF A CONTRACT AWARD, ITS BID SHALL BE SUBJECT TO PUBLIC DISCLOSURE UNDER THE WEST VIRGINIA FREEDOM OF INFORMATION ACT EXCEPT THAT ANY INFORMATION DESIGNATED BY VERIZON IN ITS BID TO BE CONFIDENTIAL AND PROPRIETARY SHALL NOT BE SUBJECT TO SUCH PUBLIC DISCLOSURE.

Verizon hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation ST0572, for SONET Ring Service due May 12th 2009. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions

Verizon will not assume any contractual obligation to provide the Products and services beyond what is described in the proposal attached hereto and incorporated herein by reference.



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

WV PURCHASING ACT SECT Fax 304-558-4115

May 5 2009 11:17am P001/001

request for
 Quotation

RFQ NUMBER
 ST0572

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 RON PRICE
 304-558-0492

BIDDING

*611101629 304-344-6700

Verizon West Virginia Inc.
 1500 MacCorkle Avenue, SE
 Charleston, WV 25314

OFFICE

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/05/2009						
BID OPENING DATE: 05/12/2009		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				BELOW ARE THE RESPONSES TO WRITTEN QUESTIONS RECEIVED PRIOR TO THE 5/1/09 DEADLINE		
				Q. 1. - PAGE 14; LAST BULLET POINT - IS THE COMMON ENTRANCE UP TO 1000 FEET AS STATED ELSEWHERE IN THE BID?		
				A. 1. - YES		
				Q. 2. - WHAT IS THE CISCO 6340 AS SHOWN ON THE SRS DIAGRAM?		
				A. 2. - DISREGARD THE CISCO 6340 FOUND ON THE SRS DIAGRAM. THE MUX WILL PLUG INTO THE CISCO 6509.		
				NO OTHER CHANGES		
0001	1	MN		938-74		
				SYNCHRONOUS OPTICAL NETWORK (SONET) RING SERVICE		
***** THIS IS THE END OF RFQ					ST0572 ***** TOTAL:	# 990,090.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Suleiman Hossain* TELEPHONE: 3043446700 DATE: 5/6/09

TITLE: VP Contracts FEIN: 55-0142020 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
ST0572

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

*709034844 304-344-6700

VENDOR

Verizon West Virginia Inc.
 1500 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2009				

BID OPENING DATE: **05/12/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		938-74		
<p>SYNCHRONOUS OPTICAL NETWORK (SONET) RING SERVICE</p> <p>TO PROVIDE THE STATE TREASURER'S OFFICE A SYNCHRONOUS OPTICAL NETWORK (SONET) RING SERVICE (SRS) PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL QUESTIONS CONCERNING THIS PROJECT, OTHER THAN QUESTIONS RELATING TO BID SUBMISSION, ARE TO BE SUBMITTED IN WRITING NO LATER THAN THE CLOSE OF BUSINESS ON MAY 1, 2009 TO THE FOLLOWING:</p> <p>RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RON.N.PRICE@WV.GOV</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Suleiman Hossami</i>	TELEPHONE	3043446700	DATE	5/6/09
TITLE	VP Contracts	FEIN	55-0142020	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFO NUMBER
ST0572

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

*709034844 304-344-6700

VENDOR

Verizon West Virginia Inc.
 1500 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2009				

BID OPENING DATE: **05/12/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: ST0572</p> <p>BID OPENING DATE: 5/12/09</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 304 344 1464 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hessami</i>	TELEPHONE 304 344 6700	DATE 5/6/09
TITLE VPC Contracts	FAX 55-014 2020	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFO NUMBER
ST0572

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE
304-558-0492

VENDOR

*709034844 304-344-6700

Verizon West Virginia Inc.
 1500 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2009				

BID OPENING DATE: 05/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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Sandra K. Hawkins

***** THIS IS THE END OF RFQ ST0572 ***** TOTAL:

\$990,090.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Suleiman Hessami</i>	3043446700	5/6/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP Contracts</i>	55-0142020	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SONET Ring Services (SRS)

I. SPECIFICATIONS

1.1 General Information

The West Virginia State Treasurer's Office ("STO") is seeking bids for a Synchronous Optical Network ("SONET") Ring Service ("SRS") for a term of (5) years. The SRS shall connect and route through the three (3) STO Charleston sites, as indicated in the SRS Diagram provided in Section III of this RFQ. Only Vendors offering SRS meeting all of the specifications and requirements of this RFQ will be considered responsive.

Verizon Response:

Read and understands.

1.2 Delivery, Installation and Testing

The Vendor will provide and install the equipment and services required in this RFQ, and shall provide on-site assistance to STO staff with testing the equipment and service to ensure compliance with the technical requirements of this RFQ.

Verizon Response:

Read and understands.

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Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility. Vendor is also totally responsible for payment of all subcontractors. Under no circumstances will the contracting Vendor be allowed to recover cost through a series of change orders for environmentally physical changes.

Verizon Response:

Read and understands.

The SRS shall be completely operational within sixty (60) calendar days after notice to proceed is given by the ST0 through the State of West Virginia Purchasing Division issuance of a written Purchase Order.

Verizon Response:

Read, understands and will comply.

1.3 Technical Requirements

1.3.1 The SONET Ring Service ("SRS") offered in your bid must provide the following:

1.3.1.1 SRS connecting and routing through the ST0 sites, as provided in the SRS Diagram.

1.3.1.2 An implemented Ethernet over SONET solution on a shared OC-48 connection. Each connection and speed as provided in the SRS Diagram.

1.3.1.3 A network design that meets the requirements as provided in the SRS Diagram.

1.3.1.4 The Capitol Complex, the Kanawha City Warehouse site,

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and the Player's Club site all will have a common exit out of the buildings to the street, and must have separate paths once outside the building. The concurrent line location must be split within 1,000 feet from the exits of each building.

- 1.3.1.5 A network-monitoring center, which will be human monitored 24 hours a day and 365 days a year.
- 1.3.1.6 Reporting of network outages to the ST0 within fifteen (15) minutes of the outage occurring. Vendor must also report to the ST0 within fifteen (15) minutes if a portion of the SONET ring is down, but the connectivity between sites is not affected.
- 1.3.1.7 The option to extend Ethernet circuits to locations off the SONET ring. One end of these circuits would terminate at a node on the ring and the second end would terminate at a location to be determined.

Verizon Response:

Read, understands and will comply.

- 1.3.2 With your bid provide a diagram of your proposed location of the fiber cables, including the location at which the split will occur within 1000 feet of the exit location of each building.

Verizon Response:

Read and understands and complies. A network diagram is included in the Appendix.

- 1.3.3 Vendor shall supply all cabling for entire SONET ring. Vendor shall be responsible for installation of fiber at all locations with the exception of the Capitol Complex. The WV Office of Technology

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will pull vendor-provided fiber cable from Building 6, Room B-057 to the ST0 server room in EB-92. Please see 4.3.1 for detailed information regarding the Capitol Complex installation.

If the apparent winning Vendor plans to make any physical modifications to the Capitol Complex to run fiber to Building 6, Room B-057, the Vendor must contact David Oliverio, General Services Division, Department of Administration, at 304-558-1808 prior to the start of any modifications.

Verizon Response:

Read, understands and will comply.

1.4 Site Requirements

Vendor shall state any requirements necessary for the site to be ready to accept the SRS, including without limitation, additional electrical and/or environmental requirements necessary for proper operation of the SRS.

Verizon Response:

Read, understands and complies. No additional requirements necessary.

1.5 Price Decreases

During the term of the contract/purchase order for this RFQ, if a Vendor receives or offers a price decrease on SRS, the Vendor shall pass that decrease on to the STO, which decrease shall be effective the same date it is effective for the Vendor or a customer of Vendor.

Verizon Response:

Read, understands and will comply.

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

1.6 Liquidated Damages

As any outage of the network will be extremely detrimental to the operations of the ST0 and the entirety of West Virginia state government by causing the State of West Virginia to lose income, and will be considered a substantial breach of the contract/purchase order issued pursuant to this RFQ. As it will be very difficult to calculate actual damages sustained by such a breach, each hour of an outage from a site that is caused solely by the Vendor will result in a \$10,000 deduction, as liquidated damages and not as a penalty, from the monthly charges for the SRS, not to exceed one month's charge.

For purposes of this RFQ and the resulting contract/purchase order, an outage is defined as connectivity to a particular site (Capitol Complex, Player's Club and the Kanawha City Warehouse) not being accessible by either path of the SONET ring. This clause shall be in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Verizon Response:

Verizon clarifies that in the event of a service failure for any reason other than caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond Verizon's reasonable control in which no liability shall result, the exclusive remedy will be the SLA outlined in the tariff for the service Verizon is providing. (see information below)

***Per General Services Tariff, PSC-WV No 203
ENHANCED DEDICATED SONET SERVICE***

Section C #11 –

When a Credit Allowance Applies

EDSS is guaranteed service restoral within one minute in the event of a service interruption except as specified in 12 following. Any service interruption greater than one minute due solely to a Telephone Company facility failure will result in a credit allowance of 100% of the monthly rate for the applicable rate

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elements of the affected service, provided that the interruption is brought to the attention of the Telephone Company within 10 days. The total credit allowance in any one billing period cannot exceed 100% of the customer's monthly rate for the affected rate elements, regardless of the number of length of service interruptions within a billing month.

Section C # 12

When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- a. Service interruptions of less than one minute.*
- b. Service interruptions caused by the negligence of the customer or authorized user.*
- c. Service interruptions resulting from the failure of equipment or systems provided by the customer or authorized user.*
- d. Service interruptions during any period in which the Telephone Company is not afforded access to a premises for testing and/or repair of service.*
- e. Service interruptions when the customer has released the service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service.*
- f. Service interruptions which continue due to the failure of the customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made begins on the seventh day after the customer receives the Telephone Company's notification of the need for replacement and ends on the day after the Telephone Company receives the customer's authorization for replacement.*
- g. Service interruptions during periods when the customer elects not to release the service for testing and/or repair.*
- h. Service interruptions during periods when the customer or user has released the service for rearrangement purposes or for the implementation of a customer order.*

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

1.7 References and Examples Required

- 1.7.1 Included in this RFQ is a References, Diagram and Site Requirements attachment which is to be returned with your bid for purposes of 1.6.

Verizon Response:

Read, understands and complies. Reference detail is included on Attachment 1 - References, Diagrams and Site Requirements. Drawings are included in the Appendix.

- 1.7.2 On the Attachment 1, list the names of two (2) entities, currently operating SRS supplied and monitored by your company. These references must be an Ethernet over SONET solution. For each reference, list the name and address of the entity, the name and address of the entity, then name and telephone number of a contact person, and the location of the SRS on the form.

Verizon Response:

Read, understands and complies. Reference detail is included on Attachment 1 - References, Diagrams and Site Requirements. Drawings are included in the Appendix.

-
- 1.7.3 Vendor shall include with bid submission brief diagrams of the currently operating SRS for those two (2) references. Remember, these references must be an Ethernet over SONET solution. The diagrams should include ring configuration and connection speeds (raw). A Vendor failing to provide the diagrams with its bid shall be required to do so within one (1) week of bid opening.

Verizon Response:

Read, understands and complies. Reference detail is included on Attachment 1 - References, Diagrams and Site Requirements. Drawings are included in the Appendix.

- 1.7.4 References and diagrams provided will be reviewed. Vendors unable to provide the two (2) references that give reviews of the Vendor's work to the satisfaction of the ST0 will be considered non- responsible.

Verizon Response:

Read and understands.

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1.8 Successor Vendor

At the end of the term of the contract/purchase order to the RFQ or on the date of cancellation, if another vendor will be providing the SRS or successor services, Vendor shall fully cooperate with the successor vendor and the ST0 on the transition to the new vendor, and , if the ST0 determines the need, Vendor shall provide the SRS on a month-to-month basis at the same or lower price as the price paid the month prior to the end of the term or cancellation, for a period not to exceed one (1) year.

Verizon Response:

Read, understand and will comply.

II. BID SUBMISSION

The amount bid shall be stated as a set monthly fee for five (5) years, and shall be inclusive of any and all direct and indirect costs, including equipment, labor, overhead, travel, out-of-pocket, shipping and handling, and any other costs. No other reimbursements or fees shall be payable to the Vendor for services provided in any contract resulting from this RFQ. Only the amounts specified on the Cost Page will be paid to the Vendor as compensation under any contract/purchase order awarded pursuant to the RFQ.

Verizon Response:

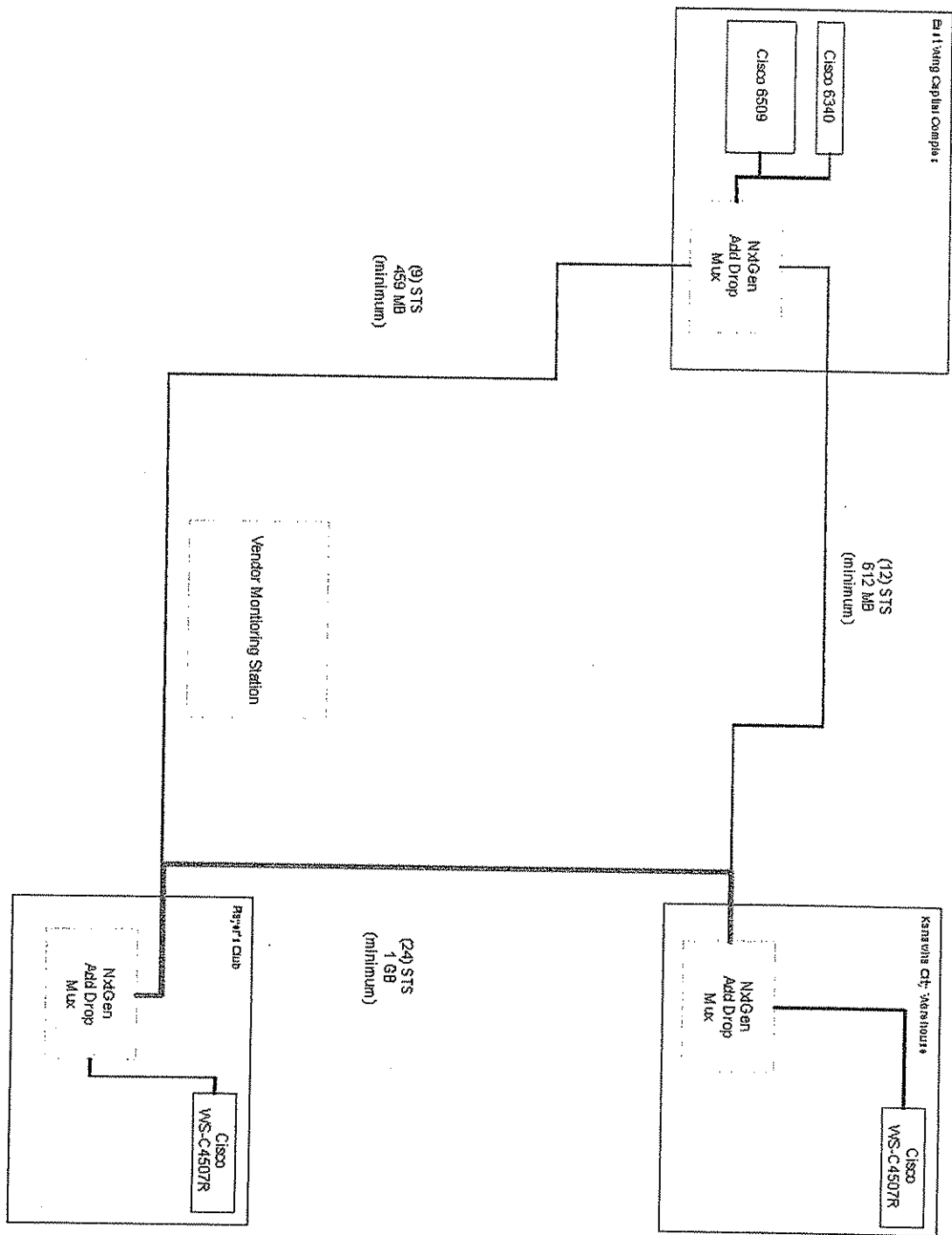
Read and understands.

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III. SRS DIAGRAM (see diagram in original bid document)

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

III. SRS DIAGRAM



IV. FIBER INSTALLATION INFORMATION

4.1 One Player's Club

4.1.1 A common entry point exists at the southwest corner of the building at One Player's Club, which enters a Wiring Room at the ground floor level. This Wiring Room is the general distribution point for electrical and telecom wiring, with existing connections into the building by various service providers. The route for the fiber cable between this room and the ST0 switch closet is an open area above the drop ceiling between these two locations. There are no obstacles in this area, making a straight run possible. There will be a change in elevation at each end point of approximately four (4) feet. Additional information concerning how service providers do, and may enter the building for telecom purposes may be obtained from the building manager, Bob Reishman, of Reishman and Associates at (304) 346-4643. See Exhibit A, Drawing 1 for site drawing.

Verizon Response:

Read and understands.

4.2 Kanawha City Warehouse (7300 MacCorkle Avenue SE)

4.2.1 The ST0 will provide a wall penetration with a conduit through an exterior wall, directly into the server room where the rack housing the vendor's equipment will be located. See Exhibit A, Drawing 2 for the site drawing.

Verizon Response:

Read and understands.

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

4.3 State Capitol Complex

4.3.1 At the State Capitol Complex, it will be the responsibility of the successful vendor to bring the SONET ring fiber into Room B-057 –the telecommunications room in the basement of Building 6. The successful vendor shall provide The WV Office of Technology with a minimum of 800 feet of fiber to go between B-057 in building 6 and the WVSTO server room in the east wing of the Capitol Complex. This fiber shall be provided by the successful vendor to the WV Office of Technology within thirty (30) calendar day of receipt of Purchase Order. WV Office of Technology personnel will pull the vendor provided fiber through an inner-duct in the conduit between B-057 in Building 6 and the WVSTO server room in the east wing. After the wire has been pulled between the two locations, the WV Office of information and technology/WVSTO will then contact the successful vendor for the termination and testing of the fiber. The successful vendor will then have seven (7) calendar days to come on-site to terminate and test the fiber. The vendor shall share the fiber test results with the WV Office of information and Technology/WVSTO. If there is a problem with the fiber that has been pulled by the WV Office of Information and Technology the vendor shall notify the WV Office of information and Technology/WVSTO within three (3) calendar days of being on-site to test/terminate the fiber. The WV Office of information and Technology/WVSTO will then take the necessary steps to rectify the situation, including but not limited to re-pulling new fiber provided again by the vendor. If the vendor fails to inform the WV Office of information and Technology/WVSTO within the stipulated three (3) calendar days, any work to be performed thereafter by the WV Office of information and Technology will be at the expense of the vendor. The demarcation point at the Capitol Complex will be the server room located in EB-92.

Verizon Response:

Read, understands and will comply.

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

ATTACHMENT 1**REFERENCES, DIAGRAMS AND SITE REQUIREMENTS**

Vendor: Verizon Business Network Services Inc. on behalf of Verizon West Virginia, Inc.

A. REFERENCES AND DIAGRAMS

List the names of two (2) entities currently operating a SRS supplied and monitored by your company. These references must be an Ethernet over SONET solution. For each reference, list the name and address of the entity, the name and telephone number of a contact person, and the location of the SRS on the Bid Form.

Attach to this Attachment 1 brief diagrams of the currently operating SRS for those two (2) references. Remember, these references must be an Ethernet over SONET solution. The diagrams should include ring configuration and connection speeds (raw).

1. Name: Charleston Area Medical Center Health System, Inc.

Address: 511 Brooks Street, Charleston, WV 25301

Contact: Rocky Blake, Director of Technology Services

Phone No.: 304-388-3363

SRS Location: Charleston

Diagram Attached: yes / no

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

-
2. Name: Maryland Judicial Information Systems
Address: 2661 Riva Road, Annapolis, MD 21401
Contact: Randy Sayers, Senior Manager-Technology
Contact: Phone No.: 410-260-1183
SRS Location: Annapolis, MD
Diagram Attached: yes / no

DIAGRAMS MAY BE FOUND IN THE APPENDIX

B. DIAGRAM

In accordance with Section 1.4.2 of the RFQ, provide a diagram of your proposed location of the fiber cables, including the location at which the split will occur within 1000 feet of the exit location of each building.

Verizon Response:

Read, understands and complies. See Diagram in Appendix. Please note that the above should read "Section 1.3.2" not 1.4.2.

C. SITE REQUIREMENTS

List any requirements necessary for the three (3) ST0 sites to be ready to accept the SRS, including without limitation, additional electrical and/or environmental requirements necessary for proper operation of the devices. The ST0 shall be responsible for the costs associated with the site requirements.

Verizon Response:

Read and understands. There are no additional site requirements, as Verizon provides the existing ring.

COST PAGE

Vendor Name: Verizon Business Network Services Inc. on behalf of Verizon West Virginia Inc.

Address: 1500 MacCorkle Avenue, SE

City: Charleston State: WV ZIP: 25314

Date Bid Prepared: May 12, 2009

Vendor Signature: Suleiman Hessami

Vendor FEIN: 55-0142020

Vendor E-mail Address: Sandra.k.hawkins@verizonbusiness.com

Contact Person Name: Sandra K. Hawkins Phone: 304-344-6700

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I. SERVICE REQUIREMENTS

All supplied service will connect and route through the following diagram listed in Appendix A of this document. Along with the submittal of this Bid form will be two examples of existing SONET ring implementations. One of those examples must be an Ethernet over SONET solution. Contact names and references must be supplied.

Verizon Response:

Read, understands and will comply.

II. SERVICE LEVEL AGREEMENTS REQUIREMENTS

The following items must be met from the successful bidding vendor.

- An implemented Ethernet over SONET solution on a shared OC-48 connection. Each connection and speeds is listed in Appendix A.
- As it will be very difficult to calculate actual damages sustained by such a breach, each hour of an outage from a site that is caused solely by the Vendor will result in a \$10,000 deduction, as liquidated damages and not as a penalty, from the monthly charges for the SRS, not to exceed one month's charge.
 - Connectivity to a particular site (Player's Club, KC Warehouse, Capital Complex) is not accessible by either path of the SONET ring.
 - The connectivity outage is due to the bidding vendor.
 - A network-monitoring center, which will be a human, monitored 24 hours a day and 365 days a year. Network outages will be reported to the WVSTO within 15 minutes of the outage occurring. This will also include if a

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portion of the SONET ring is down but does not affect connectivity between sites.

- Meet network design requirements as listed in Appendix A of this document.
- Each site will have two separate entries into each building excluding the KC Warehouse location and the Player's Club location, which will be allowed to have a common exit out of the building to the street. Those locations will be addressed in the pre-bid meeting visits to each site. Both the Player's Club and the KC Warehouse will have separate paths once outside the building.

Verizon Response:

Read, understands and complies. Verizon's SLAs exceed the above requirements.

Attach an explanation of maintenance coverage. (See following page)

**Service Cost: \$16,501.50
(Monthly)**

TOTAL BID AMOUNT: \$990,090.00

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MAINTENANCE COVERAGE

Verizon's Enhanced Dedicated SONET Service is a resilient, self-healing, high capacity network that is proactively monitored 24x7x365. SONET multiplexers allow services to be restored automatically following an equipment failure or single fiber cut. This restoration typically occurs within 50 milliseconds of the failure.

Verizon's SONET monitoring and analysis system assists our technicians as they proactively monitor the network. This system detects failures of the entire ring or a single circuit and automatically generates a trouble ticket. A hard failure of any component on the ring generates an alarm within 60 seconds. Technicians begin troubleshooting procedures as quickly as practical after an alarm is generated.

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III. SPECIAL REQUIREMENTS FOR ST0 (site):

Attach an explanation of any ST0 site

Verizon Response:

No special requirements.

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EXHIBIT A - Drawing 1

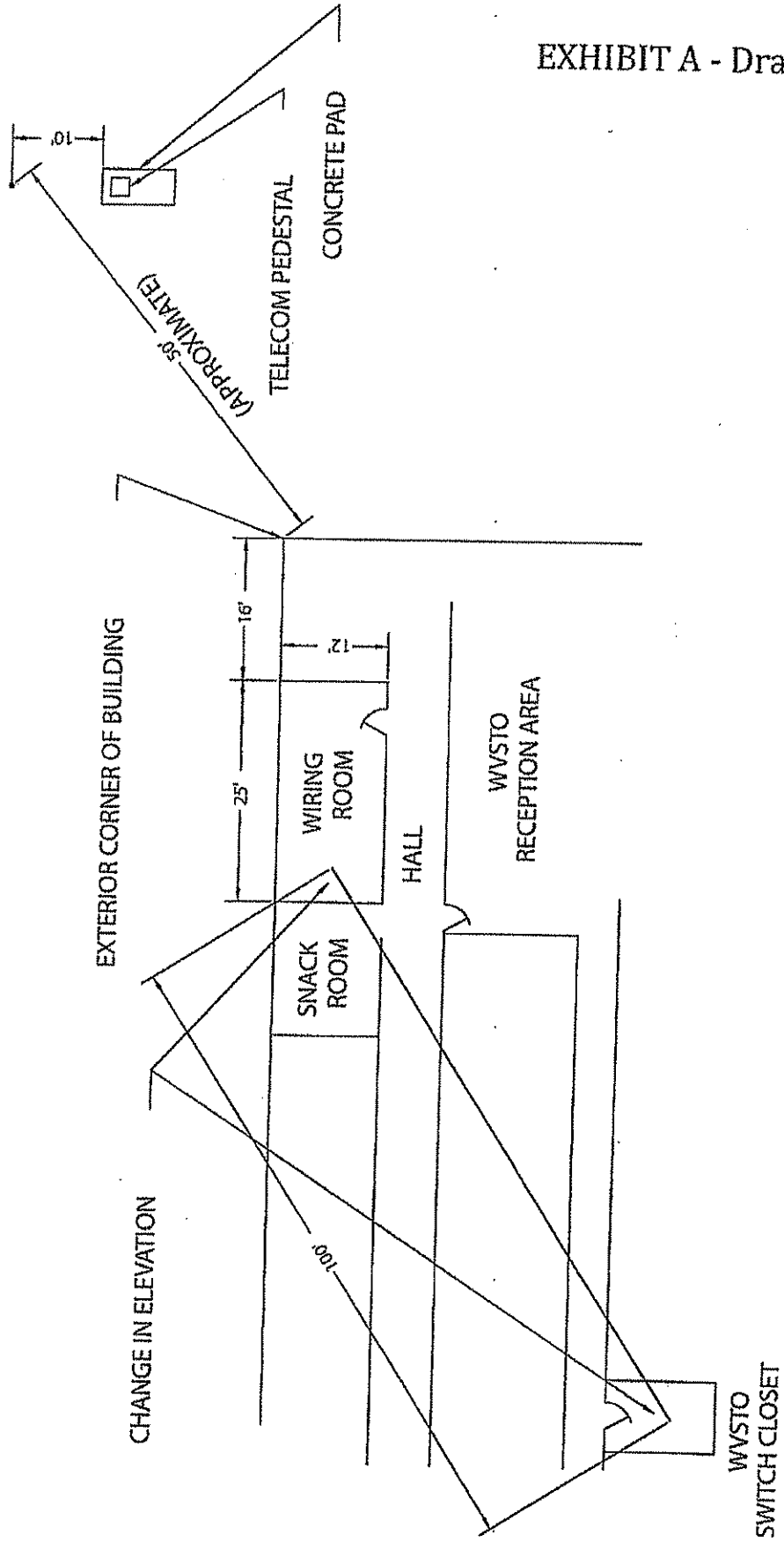
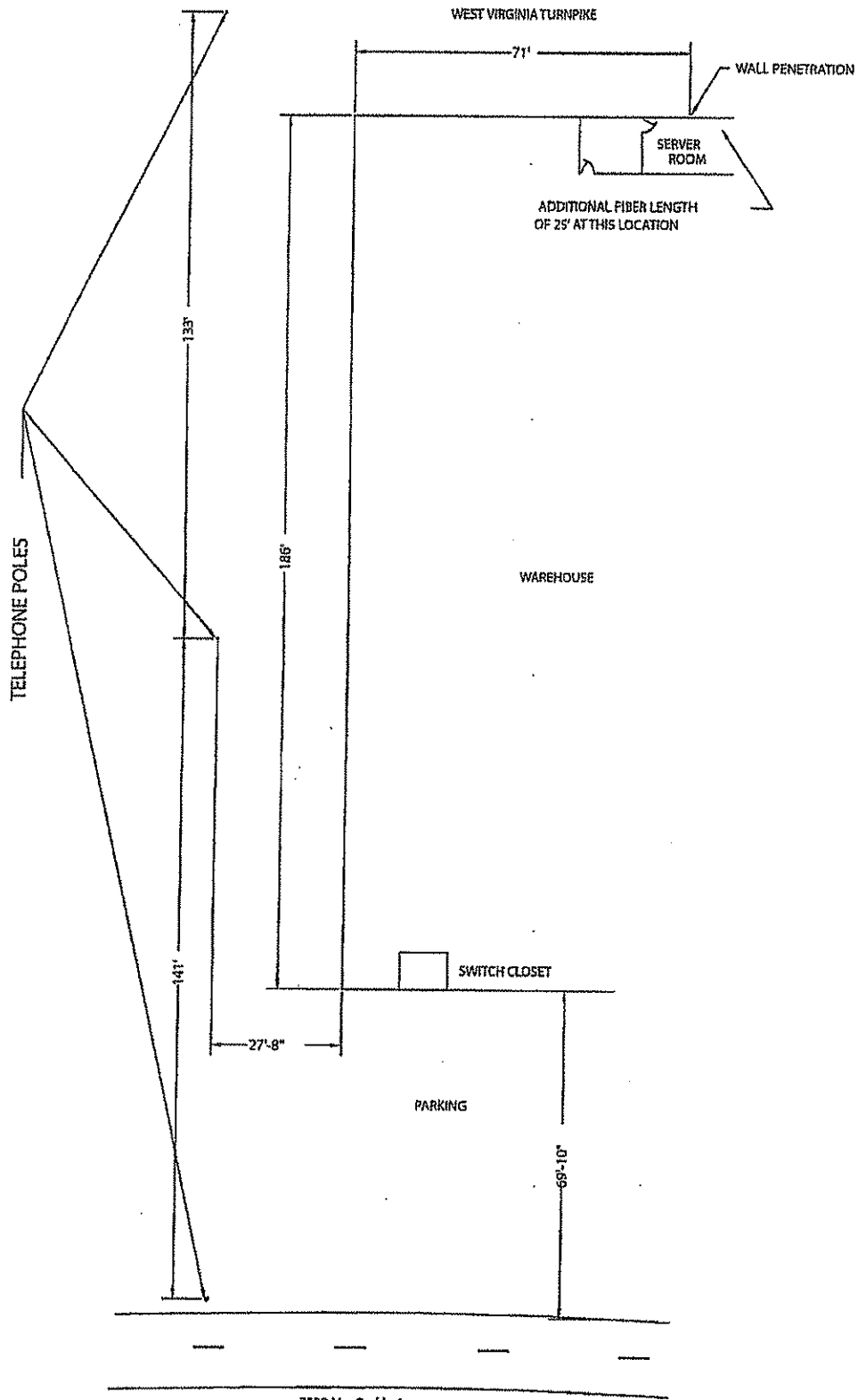
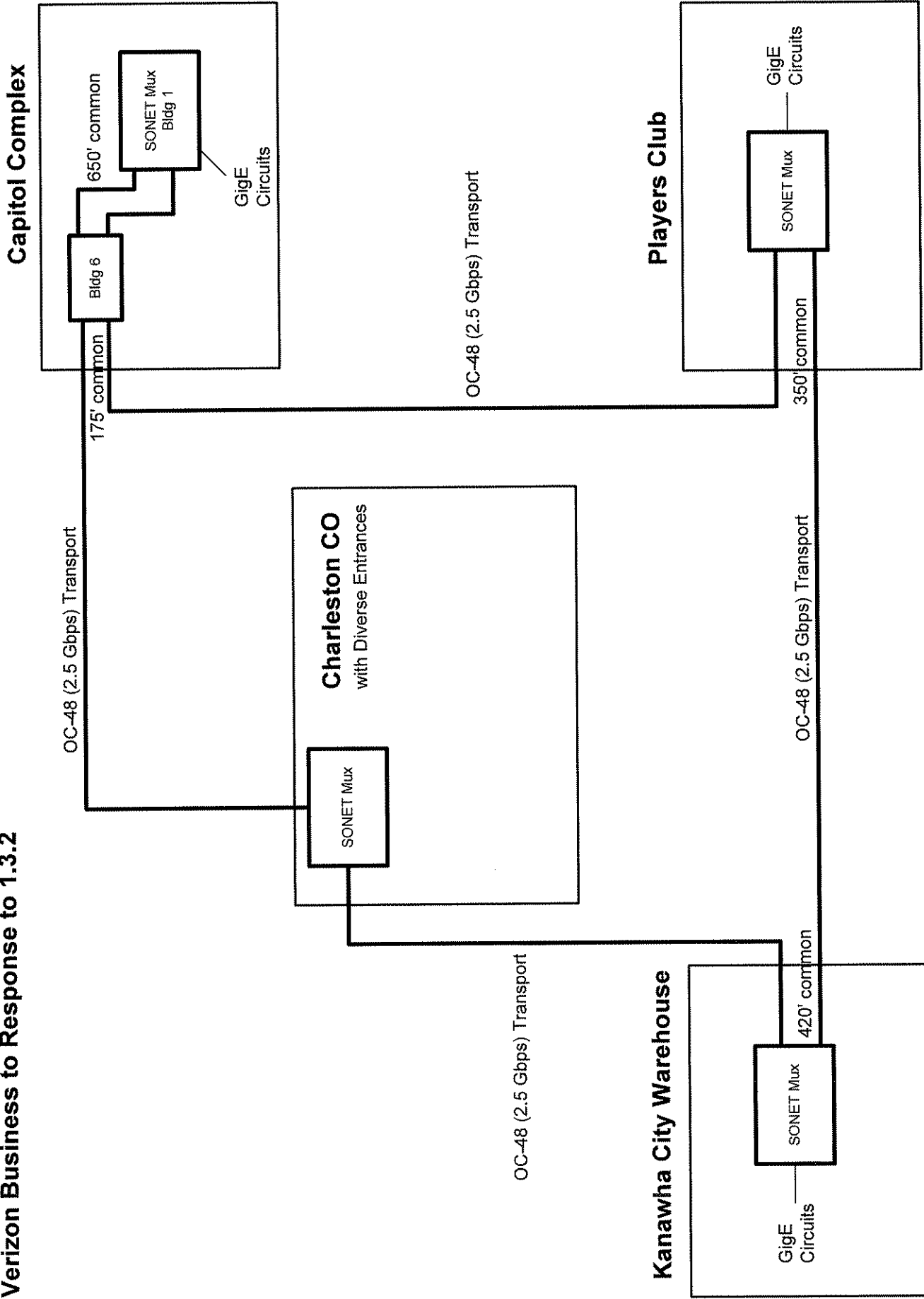


EXHIBIT A - Drawing 2

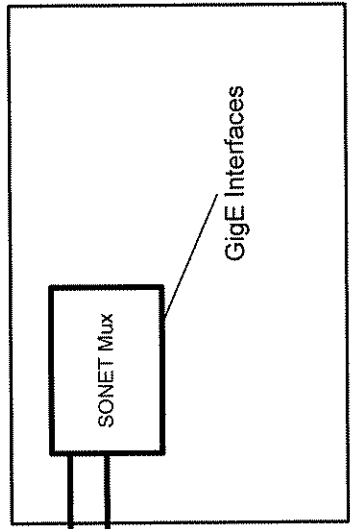


Verizon Business to Response to 1.3.2

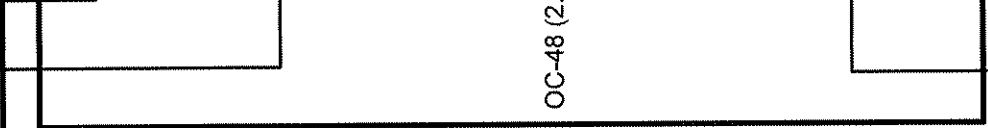


Charleston Area Medical Center

General Hospital

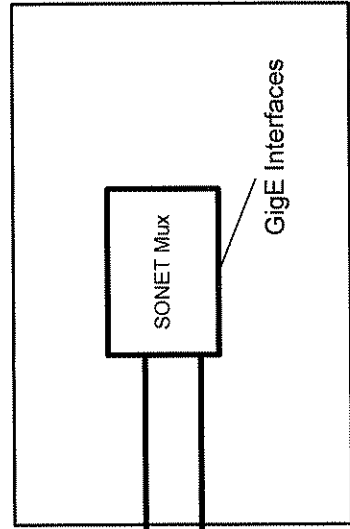


OC-48 (2.5 Gbps) Transport



OC-48 (2.5 Gbps) Transport

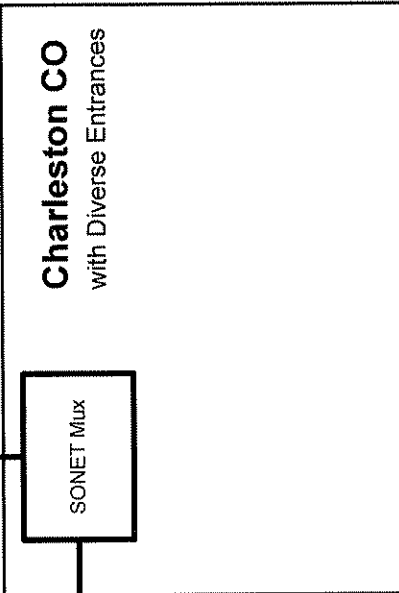
Memorial Hospital



OC-48 (2.5 Gbps) Transport



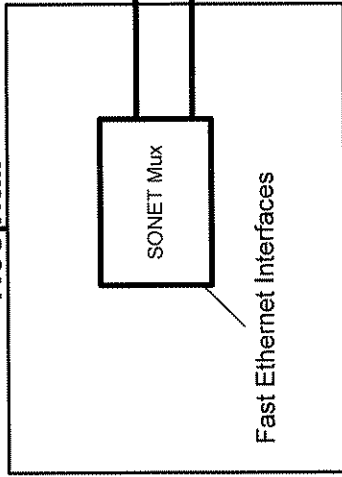
Charleston CO
with Diverse Entrances



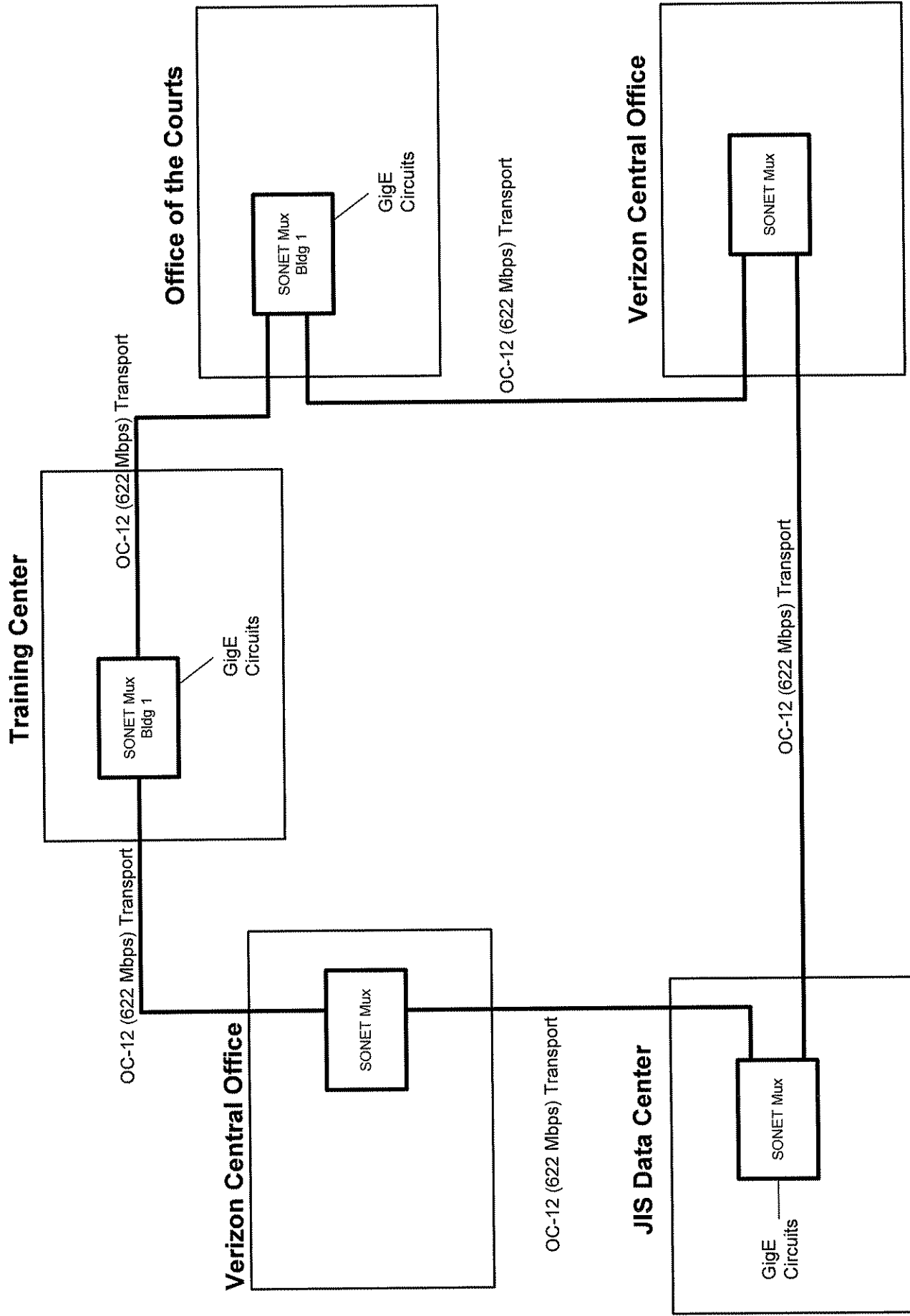
OC-48 (2.5 Gbps) Transport



Women's & Children's Hospital



Maryland Judicial Information Systems



VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Verizon Business Network
Services Inc. on behalf of Verizon West Virginia Inc.
Bidder: _____

Signed: Suleiman Dessami

Date: 5/6/09

Title: VP Contracts

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

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency Verizon only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR Verizon Business Network
Services Inc. on behalf of
Verizon West Virginia Inc.

Company Name: _____

Signed: Suleiman Hessami

Title: VP Contracts

Date: 5/6/09



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF MISSISSIPPI,
STATE OF WEST VIRGINIA,

COUNTY OF MADISON, TO-WIT:

I, Sulaiman Hessami, after being first duly sworn, depose and state as follows: Verizon Business Network Services, Inc. on behalf of

- 1. I am an employee of Verizon West Virginia Inc.; and, Verizon Business Network Services, Inc. on behalf of
2. I do hereby attest that Verizon West Virginia Inc. (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury. Verizon Business Network Services, Inc. on behalf of Verizon West Virginia Inc. (Company Name)

By: Sulaiman Hessami

Title: VP-PCM

Date: 5/6/09

Taken, subscribed and sworn to before me this 6th day of May.

Commission expires February 14, 2012



[Signature] (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Verizon Business Network

Services Inc. on behalf of Verizon West Virginia Inc.

Vendor's Name: _____
Authorized Signature: Suleiman Kessami Date: 5/6/09