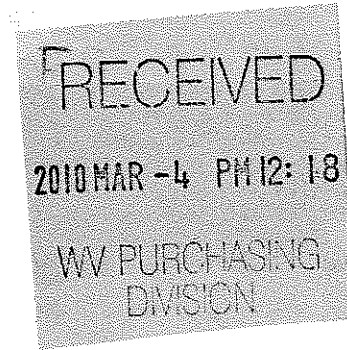


Health and Human Resources
Management Information Service
Diamond Bldg, Room 313
350 Capitol Street
Charleston, WV 25301

Attn: Roberta Wagner
RE: Sealed Bid - RFQ No: HHR10073



Dear Ms. Wagner:

FiberNet, LLC is pleased to provide the following response for RFQ HHR10073 for the following four circuits:

- 100 Mb full duplex Ethernet connectivity from the Diamond Bldg to Bldg 6 at the Capitol Complex
- 10 Mb full duplex Ethernet connectivity from the Diamond Bldg to 1321 Plaza East
- 10 Mb full duplex Ethernet connectivity from the Diamond Bldg to 1012 Kanawha Blvd
- 10 Mb full duplex Ethernet connectivity from the Diamond Bldg to 4190 West Washington St.

FiberNet agrees to the terms and conditions as set forth in the original RFQ document. Attached are the requested forms for this response.

If you have any questions or require additional information, please contact Terry Smarr (304 720 2108; tsmarr@wvfibernet.net).

We appreciate the opportunity to provide a response to this bid.

Sincerely,

A handwritten signature in black ink that reads "Terry C. Smarr".

Terry C. Smarr
Vice President
Operations and Wholesale

Attachments

328 Neville Street
Beckley, WV 25801
304.929.2101

1102 Third Avenue
Huntington, WV 25701
304.781.2101

221 E. Hilltop Street
Hagerstown, MD 21740
240.625.9101

225 South Maple Ave.
Greensburg, PA 15601
724.216.9101

142 Gayle Park, Suite 201
Johnstown, PA 15901
814.361.2101

900 Fairmont Avenue, Suite 201
Fairmont, WV 26554
304.333.2101

401 Grand Central Avenue, Suite C
Vienna, WV 26105
304.865.2101

38 Fifteenth Street, Suite 200
Wheeling, WV 26003
304.230.2101

114 12th Street
Martinsburg, PA 16601
814.296.2101

113-115 Baltimore Street,
Suite 204
Cumberland, MD 21502
301.876.9101

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6).



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
 HHR10073

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 DIAMOND BUILDING, ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301 304-558-7816

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		725-23		
PROVIDE CABLE SERVICES FOR LOCAL FIBER OPTIC NETWORK PROVIDE SINGLE MODE FIBER OPTIC FACILITIES TO PROVIDE 100MG, FULL DUPLEX ETHERNET CONNECTIVITY FROM THE DIAMOND BUILDING (350 CAPITOL STREET IN DOWNTOWN CHARLESTON) TO BUILDING 6 AT THE CAPITOL COMPLEX, 10 MB FULL DUPLEX ETHERNET CONNECTIVITY FROM THE DIAMOND BUILDING TO THE HUMAN RIGHTS COMMISSION (1321 PLAZA EAST), 10 MB FULL DUPLEX EITHER CONNECTIVITY FROM THE DIAMOND BUILDING TO RAPIDS PROJECT (1012 KANAWHA BLVD), AND 10MB FULL DUPLEX ETHERNET CONNECTIVITY FROM THE DIAMOND BUILDING TO THE KANAWHA COUNTY DHHR OFFICE (4190 WEST WASHINGTON ST.) PER THE ATTACHED SPECIFICATIONS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 2010, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE *Jerry C. Smaw* TELEPHONE 304.720.2108 DATE 3/4/10
 TITLE VP, Operations & Welfare FEIN 423152404 ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

4

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 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
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- 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 material, 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.

INSTRUCTIONS TO BIDDERS

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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
 HHR10073

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 804-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 DIAMOND BUILDING, ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301 304-558-7816

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 04/11/2001 WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/16/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: ROBERTA.A.WAGNER@WV.GOV NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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
HHR10073

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 804-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 DIAMOND BUILDING, ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301 304-558-7816

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED BUYER:----- FILE 22----- RFQ NO. :----- HHR10073----- BID OPENING DATE: ----- 3/4/2010----- BID OPENING TIME: ----- 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304.720.2121----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Terry Smarr----- ***** THIS IS THE END OF RFQ HHR10073 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

HHR10073 Specifications

- 1 Vendor shall provide single mode fiber optic facilities/services for the following:
 - a 100 MB full duplex Ethernet Connectivity from the Diamond Building (350 Capitol St. in downtown Charleston) to Building 6 at the Capitol Complex,
 - b. 10MB full duplex Ethernet connectivity from the Diamond Building (350 Capitol St.) to the Human Rights Commission (1321 Plaza East),
 - c 10MB full duplex Ethernet connectivity from the Diamond Building (350 Capitol St.) to the RAPIDS Project (1012 Kanawha Blvd), and
 - d. 10MB full duplex Ethernet connectivity from the Diamond Building (350 Capitol St.) to the Kanawha County DHHR Office (4190 West Washington St)
- 2 The system will be installed and operational within 30 days of contract award
- 3 The vendor will provide pricing for one year with the option to renew for two additional years at the discretion of DHHR. Monthly recurring charges will be in arrears
- 4 Cost evaluation of this bid will be based on any installation fees, monthly recurring cost, and any associated one-time cost for the period of 12 months along with the 2nd and 3rd years of maintenance. All vendor costs must be clearly identified in their bid
- 5 DHHR must have the ability to upgrade the 10 MB to 100MB Ethernet and the 100 MB to 1 GB at any time during this contract with adequate prior notice to the vendor. Vendors must identify the prior notice that they require in their bid
- 6 All circuits being proposed must be dedicated for the State of West Virginia's use only
7. Facilities may be a combination of aerial and underground connection.
- 8 Vendor must respond to service requests within 5 hours and have a technician on-site within 3 hours of notification of an outage from OMIS
- 9 Vendors will include pricing for a service contract for the second and third years following installation, to be executed at the DHHR's option. Vendors will be required to sign the attached No-Debt Affidavit

BID/COST SHEET

	a.	b.	c.	d.
Facility and Connection Locations	350 Capitol to Bldg. 6 (100MB)	350 Capitol to Plaza East (10MB)	350 Capitol to 1012 Kanawha Blvd. (10 MB)	350 Capitol to 4190 W. Washington St. (10 MB)
Installation of single mode fiber optic connection between facilities.	\$ ϕ	\$ ϕ	\$ ϕ	\$ ϕ
1st year of service + maintenance	(MRC: \$1,400) \$ 16,800	(MRC: \$425) \$ 5,100	(MRC: \$425) \$ 5,100	(MRC: \$715) \$ 8,580
2nd year of service + maintenance	\$ 16,800	\$ 5,100	\$ 5,100	\$ 8,580
3rd year of service + maintenance	\$ 16,800	\$ 5,100	\$ 5,100	\$ 8,580
Total for Three Years	\$ 50,400	\$ 15,300	\$ 15,300	\$ 25,740
(All annual service costs will be paid over a period of 12 months in arrears.) total for 3 years (a + b + c + d) (\$50,400 + \$15,300 + \$15,300 + \$25,740) =				Grand Total \$ 106,740
Facility and Connection Locations	350 Capitol to Bldg 6 (100MB)	350 Capitol to Plaza East (10MB)	350 Capitol to 1012 Kanawha Blvd (10 MB)	350 Capitol to 4190 W. Washington St (10 MB)
Vendor has the ability to Upgrade connection? Yes/No	<u>1 GB</u> Yes	<u>100 MB</u> Yes	<u>100 MB</u> Yes	<u>100 MB</u> Yes
Additional Annual Cost of Upgrade to above pricing. (additional MRC \times 12)	MRC additional \$2,100 \$ 25,200	MRC additional \$975 \$ 11,700	MRC additional \$975 \$ 11,700	MRC additional \$1,085 \$ 13,020
For upgrade connection, the vendor requires prior notice of:	30 Days 1 Gb MRC: \$3,500	30 Days 100 mb MRC: \$1,400	30 Days 100 mb MRC: \$1,400	30 Days 100 mb MRC: \$1,800

Vendor: Fiber Net

Signed by: Jerry C. Smaw

Date 3/4/10

State of West Virginia 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.

Bidder: Fiber Net Signed: July C. Smaw
 Date: 3/4/10 Title: VP, Operations & Wholesale

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

RFQ No HR10073

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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

DEFINITIONS:

"Debt" means any assessment, premium penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Fiber Net

Authorized Signature: Steve C. Smaw Date: 3/4/10

State of West Virginia

County of Kanawha to-wit:

Taken subscribed, and sworn to before me this 4th day of MARCH 2010

My Commission expires November 14, 2011

NOTARY PUBLIC Steven Hamula

AFFIX SEAL HERE

