



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

Solicitation

NUMBER

EBA471A

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

EVELYN MELTON
304-558-7023

RFQ COPY
Lumos Networks
1900 Roanoke Rd
Daleville, VA 24083

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EDUCATIONAL BROADCASTING
AUTHORITY

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T
O
600 CAPITOL STREET
CHARLESTON, WV
25301-1223 304-558-3400

DATE PRINTED

04 30 2014

BID OPENING DATE 06/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY (EBA) TO ESTABLISH A CONTRACT TO PROVIDE A SITE-TO-SITE CONNECTIVITY BETWEEN THREE PROPERTIES OF THE EBA AND TWO WEST VIRGINIA NETWORK WVNET) LOCATIONS, AS WELL AS INTERNET ACCESS PER THE ATTACHED SPECIFICATION AND INSTRUCTIONS TO BIDDERS.						
001	3			05-43		
SITE-TO-SITE AND INTERNET CONNECTIVITY						
***** THIS IS THE ENI OF RFQ EBA4 1A ***** TOTAL:						
06/12/14 10:24:52AM West Virginia Purchasing Division						

SIGNATURE

TELEPHONE 540-260-3903

TITLE Major Account Manager

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

Beckley, WV Office - May 16, 2014 @ 10:30 a.m.
 * 124 Industrial Park Road, Beaver, WV 25813
 Morgantown, WV Office - May 19, 2014 @ 11:00 a.m.
 * 191 Scott Avenue, Morgantown, WV 26505
 Charleston, WV Office - May 20, 2014 @ 10:30 a.m.
 * 600 Capitol Street, Charleston WV 25301

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: **May 23, 2014** -end of business

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Submit Questions to: **Evelyn P. Melton**

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2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: evelyn.p.melton@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER : _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: 8 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 12, 2014 @ 1:30 P.M.

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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:

j/l Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s). Lumos Networks Response: Lumos Networks requires a minimum of a 3 year term on any product or service that requires a fiber build and capital expenditure. Non-Appropriation: After the initial appropriation period, this agreement is subject to the appropriation of funds in future appropriation periods by Educational Broadcasting Authority. Provided that Customer has made its best effort to procure the funds by requesting the funds in its budget, non-appropriation shall be deemed a cancellation of the agreement and the agreement shall terminate after written notice from Customer to Company of the non-appropriation. The Company shall be entitled to any payments due and owing from Customer for any previous period and entitled to take possession of any equipment owned by the Company.

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

D Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within da}S.

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

O Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

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.

D Open End Contract: Quantities listed in this Solicitation 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.

D 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.

D 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.

6. 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.

7. 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, delay; in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

O BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

D PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

O LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

D MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

Lumos Response: See Tab; Insurance

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Lumos Response: See Tab; Insurance

{Z] Commercial General Liability Insurance:
\$1,000,000 .00 or more.

D Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

D Lumos Response: See Tab; Insurance

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- O LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

D

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D

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § SA-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawing, 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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract , Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership , person or entity submitting a bid for the same material , supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety, understands the requirements , terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge , the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program , administered under contract by a banking institution , to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked .

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith. Lumos Networks Response: See Tab; Forms; Purchasing Affidavit
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
50. **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.regquisitions@wv.gov.
51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the building of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION
EBA471A WV EBA Site-to-Site and Internet Connectivity

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (EBA) to establish a contract for the one time purchase of site-to-site connectivity between three properties of the EBA and two West Virginia Network (WVNet) locations, as well as Internet access. This will be a 3-year contract.

The connectivity (see exhibit B) will be used as follows:

- Layer 2 Ethernet:
 - Inter-office data and file exchange
 - Connection to the State of WV backbone
 - Teleconferencing
 - Internal video streaming
 - Content production sharing and viewing / listening
 - Equipment monitoring, including microwave systems
 - Radio broadcast and monitoring
 - Disaster recovery
 - Testing of emerging technologies to transport broadcast video over layer 2 Ethernet
- Digital Signal 3 (DS3):
 - Transport of broadcast video to transmitters
 - Transport of Production video feeds between locations
 - Transport of live broadcasts to our Master Control
 - Failover capabilities for broadcast video
- Internet Access:
 - Audio and Video streaming of current and archived content
 - Delivery of educational content to appropriate parties
 - Remote access for news reporters – report from the field
 - Remote access for technical staff -remote monitoring and repair from the field
 - Failover connections between locations in the event of site-to-site connectivity failures
 - General Internet Access

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" means:

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2.1.1 LAYER 2 ETHERNET: Ethernet connectivity as defined by the IEEE (Institute of Electrical and Electronics Engineers) 802.3 standard and all updates to the standard regarding wired circuits.

2.1.2 CLEAR CHANNEL DIGITAL SIGNAL 3 (DS3) CIRCUIT: Point-to-Point, full duplex, clear channel carrier meeting ITU-T (International Telecommunication Union - Telecommunication Standardization Sector) G.703 specifications.

2.1.3 INTERNET ACCESS: Point-of-Presence (POP) connecting Local Area Networks (LANs) to the public Internet.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is attached hereto as Exhibit A.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as EBA471 A.

2.4 "QUALITY OF SERVICE (QOS)": Quality of Service as defined by the IEEE 802.1Q standard for priority level tagging within an Ethernet frame header.

2.5 "REVERSE DNS (DOMAIN NAME SYSTEM)": means reverse DNS lookup or reverse DNS resolution. It is the determination of a domain name that is associated with a given IP address using the Domain Name System of the Internet.

2.6 "NODE" means a piece of equipment through which a circuit traverses creating an additional point of failure.

2.7 "Point of Demarcation" means the point at which responsibility for the circuits and hardware changes from the vendor to the EBA.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Pre-Bid Meetings: There shall be a pre-bid meeting at the Beckley offices of the EBA (124 Industrial Park Rd., Beaver WV 25813) on 05/07/2014 at 10:30 a.m. The purpose of this meeting is to discuss the contract, answer any questions vendors may have, and permit vendors to tour the facility in order to determine accurate build-out costs. There shall be a second pre-bid meeting at the Charleston offices of the EBA (600 Capitol St., Charleston, WV 25301) on 05/08/2014 at 10:30 a.m. There shall be a third pre-bid meeting at the Morgantown

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offices of the EBA (191 Scott Ave., Morgantown, WV 26505) on 05/09/2014 at 11:00 a.m. The sole purpose of the second and third meetings is to tour the facilities in order to determine accurate build-out costs. Any vendor wishing to bid on this contract must attend all pre-bid meetings.

- 3.2 Subcontracting:** The vendor must own all fiber, copper wire, and equipment, and all workers must be direct employees of the vendor with the exception of approved subcontractors as defined below.

3.2.1 Vendor shall be wholly responsible for any subcontracted services, including but not limited to: safety, insurance, training, quality assurance, response time, and oversight.

3.2.2 All subcontracting must be approved by the EBA prior to proceeding. Credentials and references for any proposed subcontractors shall be provided to the WV Purchasing Division within 24 hours after bid opening. Lumos Networks Response: See Tab; Sub Contractor Credentials

- 3.3 All Inclusive:** Vendor must be able to provide all items and options on this RFQ to be eligible for this contract.

- 3.4 Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.

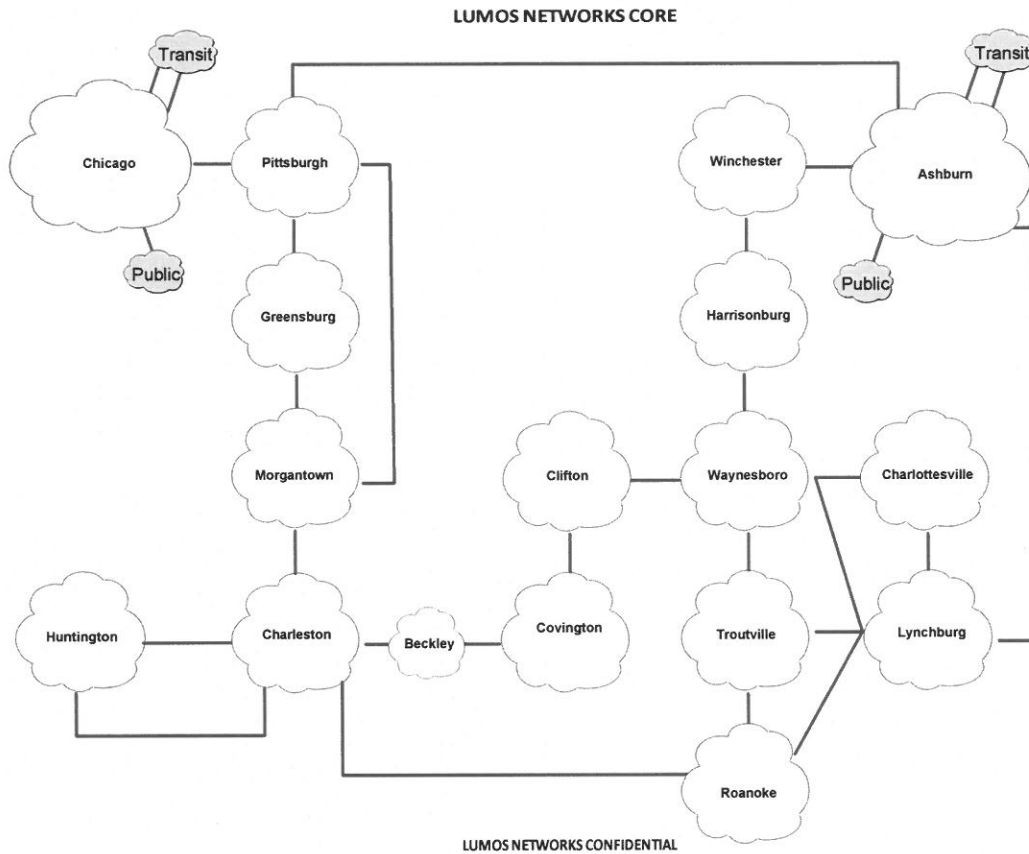
3.4.1 LAYER 2 ETHERNET

3.4.1.1 Circuits must meet all IEEE standards for Ethernet over wired circuits. In Compliance.

3.4.1.2 Vendor must have redundant paths for the layer 2 Ethernet circuits on its core network such that a line cut, or similar issue, will automatically failover to another path with no service interruption. The vendor shall provide a basic diagram of their core network illustrating this redundancy. This diagram must illustrate that there is no single point of failure and be acceptable to the EBA. The connection from the vendor's core network to the EBA's sites may be non-redundant. Lumos Networks in compliance. Shown diagram is a high level network topology of the Lumos Networks core network illustrating the redundancy to be provided by Lumos Networks.

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3.4.1.3 Ethernet circuit shall traverse a maximum of 20 nodes from point of origin to point of termination. Vendor shall supply a list of these nodes. Lumos Networks strives on actively monitoring the network to avoid exceeding the capacity of our Metro Ethernet rings and core infrastructure. The WV EBA would be placed on shared Ethernet ring with other customers and Lumos Networks cannot guarantee the number of nodes on any given ring that WV EBA services would obtain transport on. Lumos Networks does attempt to keep the number of nodes under 20 on its Ethernet rings.

The WV EBA nodes on the Lumos Networks Metro Ethernet transport would be in a ring topology allowing that if a node on the ring were to have a failure traffic would re-route the other direction of the ring. Lumos Networks cannot provide a list of the specific nodes due to the information being proprietary for customer security and these nodes may change at any given time.

3.4.1.4 Circuits must be compatible with all switches, routers, and other equipment using standard layer 2 Ethernet technologies. In Compliance.

3.4.1.5 Vendor must honor all EBA Quality-of-Service (QoS) assignments across the vendor's entire network. These designations must apply even when the EBA is sharing bandwidth with other vendor customers. Lumos Networks Response: Lumos Networks will preserve WV EBA QoS assignments between WV EBA endpoints in the Lumos Networks infrastructure. However, WV EBA QoS assignments will not be given priority in the Lumos Networks core network. Lumos Networks does allow for QoS to be applied at the EVC level meaning that Lumos Networks can treat each EVC differently with a P-bit value Lumos Networks would assign to prioritize network traffic through the Lumos Networks core infrastructure ("untrusted" QoS model). EVC based QoS priority forwarding levels are as follows (low priority to high priority): Best Effort (Low-Priority Data), Basic/Bulk (Basic Business Data), Transactional (Business Applications), Critical (Time-Sensitive Data), Real-Time Video (Video), Real-Time Voice (Voice). WV EBA may provide Lumos Networks with specific QoS priority forwarding levels for each EVC purchased and Lumos Networks will apply the QoS priority level to the associated EVC(s).

3.4.1.6 Vendor must segregate the provided 1 Gigabit Ethernet circuits

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into multiple RJ-45 ports of varying bandwidth and purpose. Bandwidth shall be independently guaranteed to be a minimum of stated bandwidth on all ports, with no traffic on any port affecting traffic on another port. Initial segregation will be as described in Exhibit C, Ethernet Segregation. Vendor shall, on request by the EBA, but not to exceed 1 time in a 6-month period, reconfigure this segregation at no charge. The point of demarcation shall be these ports. Lumos Networks Response: Lumos Networks in compliance with clarification that the WV EBA understands that Lumos Networks has specific EVC speed options that WV EBA must choose from: 3, 5, 10, 20, 30, 40, 50, 100, 200, 300, 400, 500 Mbps, and 1Gb. EVC speeds of above 1Gb are possible but would be outside of the requirements set by RFQ EBA471A.

3.4.2 DIGITAL SIGNAL 3 (DS3) CIRCUIT

3.4.2.1 DS3 must meet all ITU-T specifications for G.703 circuits. See Exhibits D through G. In Compliance.

3.4.2.2 DS3 must be configured with CBIT framing as described in Exhibit H, Fundamentals of DS3, published by Telecommunications Techniques Corporation. In Compliance.

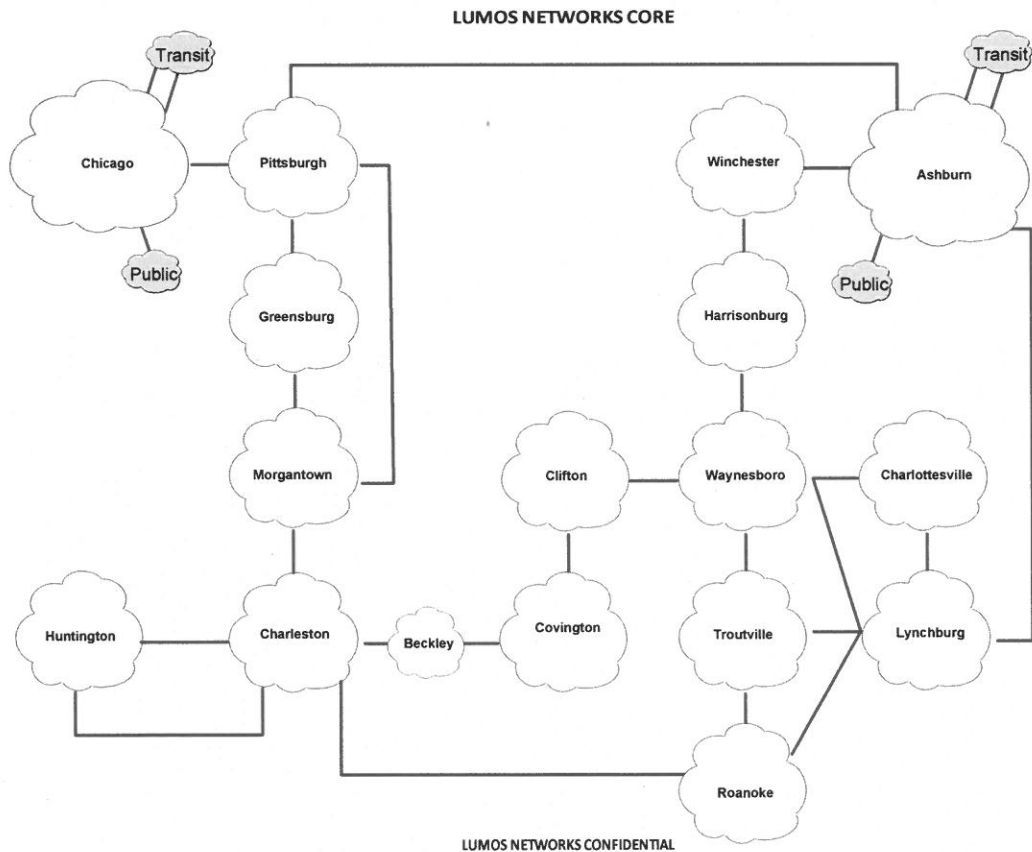
3.4.2.3 Vendor must supply timing for the DS3 circuit. In Compliance.

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3.4.2.4 DS3 circuits must be full duplex ; pennitting separate data streams each direction . In Compliance.

3.4.2.5 DS3 circuits must terminate in 2 BNC video type connections; 1 transmit connection and 1 receive connection . These connections shall be the point of demarcation . In Compliance.

3.4.2.6 Each EBA site may be the terminating point for two DS3 circuits (see Exhibit B). At each site each DS3 shall be routed such that no single failure on the vendor's core network will bring down both DS3 circuits. The vendor shall provide a basic diagram of their core network illustrating this. This diagram must illustrate that there is no single point of failure and be acceptable to the EBA. The connection from the vendor's core network to the EBA's sites may be non-redundant. Lumos Networks Response: Lumos Networks in compliance. Shown diagram is a high level topology of the Lumos Networks core network illustrating the redundancy to be provided by Lumos Networks.



3.4.2.7 DS3 circuits shall traverse a maximum of 20 nodes from point of origin to point of tennination . Vendor shall supply a list of these

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nodes. Lumos Networks Response: Lumos Networks strives on actively monitoring our network to avoid exceeding the capacity of our SONET rings. Lumos Networks cannot provide a list of the specific nodes due to the information being proprietary for security reasons and these nodes may change at any given time.

3.4.3 INTERNET CONNECTIVITY

3.4.3.1 Internet connections must be full duplex ; stated bandwidth both directions. In Compliance.

3.4.3.2 Vendor must assign a class C subnet of 256 public IP numbers (minimum) for use by the EBA. Reverse DNS (Domain Name System) configurations for this subnet will be maintained by the EBA with the Vendor transferring this information to its own servers via zone transfers . Lumos Networks Response: Lumos Networks in compliance with clarification that Lumos Networks abides by the policies and regulations of the American Registry for Internet Numbers (ARIN). Lumos Networks must follow their policies for allocations and assignments to our customers and enforce efficient utilization of all IP addresses. For this reason, our customers are required to justify their IP needs to us in detail using an IP Justification Form **See Tab: Forms: IP Justification Form**. Pending completion of the IP Justification form by WV EBA and approval of the formal request made by WV EBA for a class C subnet of 256 public IP numbers (/24) Lumos Networks complies with this request.

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3.4.3.3 Vendor must support eBGP (external Border Gateway Protocol) for failover of public IP traffic to a 3rd party's Internet service. In Compliance.

3.4.3.3.1 Vendor must cooperate / coordinate with any parties necessary to configure and test these failover capabilities. In Compliance.

3.4.3.3.2 For failover purposes, vendor must pennit the 3rd party Internet provider to announce all vendor-owned public IP's assigned to the EBA. In Compliance.

3.4.3.3.3 Upon completion of circuits and notification by the EBA, vendor will configure this failover in a timely manner. In Compliance.

3.5 Service Level Commitments: Vendor shall price their circuits such that they shall meet all the following requirements : Lumos Response: See Tab; Service Level Agreement

3.5.1 Monitoring:

3.5.1.1 Vendor should monitor all circuits for latency, packet loss, and up time. Any available statistics shall be provided to the EBA with their monthly invoice showing the average latency, percentage packet loss, and percentage up time for the billing cycle. If available, these statistics will also be provided to the EBA for any time period upon request. If vendor is unable to monitor any of these service specifications , the vendor will accept the statistics resulting from the EBA 's own monitoring. Lumos Networks Response: Lumos Networks understands the needs of monitoring circuits for latency, frame delay, packet loss, frame loss, and circuit availability (up time) and strives to provide our customers with the best information possible. Currently Lumos Networks does not have in place reports that could be provided to the WV EBA in their monthly invoice showing these statistics. Lumos Networks is in process of developing functionality to provide this type of reporting but does not have a specific date of completion that we are able to present to the WV EBA at this time. Lumos Networks can provide WV EBA upon written request and advance notice with WV EBA coordination, an out-of-service measurement for both ends of an identified circuit. This out-of-service measurement can generate metrics for latency, packet loss, and availability (up time).

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3.5.1.2 If statistics provided by vendor differ from those resulting from the EBA 's own monitoring , vendor shall work with the EBA to determine which statistics are accurate. These agreed-upon statistics shall be used to determine if service level commitments are met. **If** an agreement cannot be reached , the statistics from the EBA 's monitoring shall be used to determine if service level commitments are met. Lumos Networks Response: Lumos Networks evaluation of SLA guarantees and determination of whether they have been met will be based upon Lumos Networks statistics and systems. Lumos Networks will work with the WV EBA to provide information and insight into our findings, but will not use customer statistics to determine if service level commitments have been satisfied.

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- 3.5.2 Latency:** all circuits must have a maximum of 76 milliseconds of network latency (one-way delay). In Compliance.
- 3.5.3 Packet Loss:** Packet delivery is the transit of packets between points of demarcation on the vendor's network. Packet loss is the percentage of packets not reaching their destination. This shall be calculated as $((\text{total forwarded packets} - \text{total received packets}) / \text{total forwarded packets}) \times 100$. Packet loss must be a maximum of 0.1% when usage on a circuit is less than 100% of its stated bandwidth. In Compliance.
- 3.5.4 Bandwidth:** all circuits must perform at their stated bandwidth or higher at all times. In Compliance.
- 3.5.5 Target Circuit Availability:** all circuits must have a minimum target circuit availability of 99.99%. In Compliance.
- 3.5.6 Mean Time to Repair:** all circuits must have a maximum mean time to repair of 4 hours. Time to repair shall begin when the EBA reports the problem to the vendor and end when the vendor notifies the EBA the repair is complete. Repair completion must be verified by the EBA to be considered final. In Compliance.
- 3.5.7 Centralized Point of Contacts:** The vendor shall provide one point of contact for all trouble, repair, and performance issues; and one point of contact for all billing and financial issues. Each point of contact shall be the appropriate party without multiple transfers to resolve issues. The vendor may provide a web portal as an additional means of monitoring, reviewing, and reporting issues. Lumos Networks Response: Lumos Networks strives to provide the highest level of service for its customer base. WV EBA will qualify to be a Lumos Networks Platinum Care customer. The WV EBA will be given a toll free number that will place the call from the WV EBA to the top of the Lumos Networks customer care call queue. Lumos Networks is in progress of building a portal that will allow the WV EBA monitoring, reviewing, and reporting of issues and will be advised as soon as these features are made available. **See Tab; Contacts & Escalation List.**
- 3.5.8 Service Level Credits:**
- 3.5.7.1** If a circuit is down for more than an hour three times or more in any 30 calendar day period vendor shall credit the EBA

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one month's charges for that circuit. Lumos Networks Response: For each cumulative hour of bandwidth unavailability or fraction thereof in any calendar month, at WV EBA request, WV EBA's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee of the service for which the service availability commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 60 days after installation. The SLA also does not allow for credit during scheduled maintenance windows.

3.5.8.2 If the mean time to repair is more than 4 hours for any circuit in any 12-month period, vendor shall credit the EBA 10% of the monthly cost of the circuit plus 10% for each additional hour over 5 hours. Fifteen minutes or more shall constitute an additional hour for these calculations. The credit shall not exceed the monthly cost of the circuit. Lumos Networks Response: If the MTTR is more than 4 hours in one billing month, at WV EBA's written request, WV EBA's account shall be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the service for which the MTTR has not been met. WV EBA may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the service. A 15-day "shakedown" period after initial installation of a dedicated circuit is not covered by the MTTR availability commitment in order to allow time for proper service adjustments and troubleshooting.

3.5.8.3 If a circuit doesn't meet the latency or packet loss commitments as described in sections 3.5.2 and 3.5.3, the vendor shall credit the EBA 25% of the monthly cost of the circuit until such time as these commitments are met. Lumos Networks Response: For each failure to meet a network performance metric listed above in any calendar month, at customer's request, customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the service for which the network performance guarantee has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

3.5.8.4 If a circuit fails to perform at its stated bandwidth vendor shall reduce the daily costs on the circuit by the same percentage as the

bandwidth deficiency. For example: if a Gigabit Ethernet circuit performs at 900 Mb instead of 1000 Mb, it is performing at a 10% deficiency, and would require a 10% daily credit. This credit shall be provided until bandwidth issues are resolved, as documented through trouble tickets. Lumos Networks Response: For each cumulative hour of bandwidth unavailability or fraction thereof in any calendar month, at WV EBA request, WV EBA's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the service for which the service availability commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 60 days after installation.

3.5.8.5 The EBA must request applicable credits within 30 calendar days of receiving the invoice for the billing cycle in which the applicable event occurred. Lumos Networks Response: Lumos Networks complies but requires the following responsibilities from the WV EBA: Report all problems using the reporting procedure detailed within the Lumos Networks SLA; provide input on the quality and timeliness of support; notify Lumos Networks in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth; identify authorized WV EBA contacts and report changes to WV EBA contact information for purposes of coordination in problem resolution; provide accurate information for customer account information; and implement the minimum security requirements specified by Lumos Networks.

3.5.8.6 Credits shall never exceed the monthly cost of the circuit in any billing cycle. In Compliance.

3.5.8.7 Credits shall never exceed 25% of the yearly cost of the circuit for any contract year. In Compliance.

3.5.8.8 Vendor will not be responsible for failures to meet Service Level Commitments under the following conditions: (a) interruptions or delays due to failure by the EBA to release services for testing and/or repair; (b) failure of power or equipment for which the

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EBA is responsible; (c) delays caused by the EBA not providing timely access to the premises at which the circuits terminate; (d) interruptions or delays as a result of authorized maintenance by the EBA. Lumos Networks Response: Lumos Networks complies and adds the following limits on scope of support: The commitments contained in the Lumos Networks SLA do not cover customer-provided platforms, software, or services, and do not cover customer caused failures, force majeure events, or other conditions beyond Lumos Networks control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the commitments in the SLA include, but are not limited to: desktop workstation support; issues arriving from customer failing to notify Lumos Networks in a timely manner of connectivity issues or of changes to authorized customer contact information; issues arising from customer failing to grant Lumos Networks timely access to network equipment located on customer's premises as requested by Lumos Networks for addressing service requirements; and connectivity issues involving customer-initiated maintenance and/or customer's cabling, hub, router, and/or service infrastructure. Fiber cuts on lateral network segments are not covered by the 100% availability SLA guarantee.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the EBA with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A).
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by filling in the appropriate spaces in each column. Vendor should complete the Pricing Page in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

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Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

Costs must include ALL charges, including any fees, government surcharges, taxes, travel , or any other charge associated with the service. The vendor will only be paid what is on the Pricing Pages. Lumos Networks Response: See Pricing Tab

Price of options shall be a factor in determining the winning bidder on this RFQ.

Vendor must allow the EBA to order any option at the quoted cost any time during the first 12 months of this contract. Such orders would be an addendum to the primary order, and would expire concurrently. Lumos Networks is In Compliance.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

REQUEST FOR QUOTATION
EBA471A WV EBA Site-to-Site and Internet Connectivity

5. DELIVERY AND RETURN:

5.1 Shipment and Delivery/Installation:

5.1.1 Vendor shall commence installation of the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall complete installation of the Contract Items within 45 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered / installed to the EBA at the locations listed on the Pricing Pages (exhibit A). The EBA shall not be responsible for any damage, theft, or loss of equipment or other materials belonging to the vendor during the period of installation. Lumos Networks Response: Lumos Networks strives to meet customer installation time frame requirements. Installation time frames vary depending on items and options chosen on the contract when awarded. Lumos Networks will make every effort to meet the EVA installation time frames.

5.1.2 Verification of Installation: The EBA shall have 60 days from the time circuits are installed and functioning to test all circuits. If all circuits test successfully, monthly billing shall commence at the end of this 60-day test period. If any circuit fails to meet requirements or function as needed, the vendor will have 45 days to remedy the situation. If the vendor fails remediation, the EBA may, at its own discretion, cancel the contract with no penalty. In this situation the EBA may only be charged a maximum of the non-recurring charges (NRC's) listed on the pricing page. If the vendor remedies the situation, monthly billing will commence on the date of remedy. In Compliance.

5.2 Late Delivery/Installation: The EBA must be notified in writing if the delivery/installation of the Contract Items will be delayed for any reason. Any delay in delivery/installation that could cause harm to the EBA will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party. In Compliance.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

5.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the EBA's locations.

5.4 Return of Unacceptable Items: If the EBA deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the EBA to arrange for the return and reimburse the EBA for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the

REQUEST FOR QUOTATION
EBA471A WV EBA Site-to-Site and Internet Connectivity

EBA with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the EBA 's locations. The returned product shall either be replaced , or the EBA shall receive a full credit or refund for the purchase price, at the EBA 's discretion .

5.5 Return Due to Agency Error: Items ordered in error by the EBA will be returned for credit within 30 days of receipt , F.O.B. Vendor 's location . Vendor shall not charge a restocking fee if returned products are in a resalable condition . Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor 's customary restocking fee or 5% of the total invoiced value of the returned items.

6. **PERFORMANCE:** Vendor and the EBA shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables , unless such a schedule is already included herein by the EBA. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract. Lumos Networks Agrees.
7. **PAYMENT:** the EBA shall pay the non-recurring charges and monthly rates, as shown on the Pricing Pages (Exhibit A), for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia . Lumos Networks Agrees.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor 's bid, but such costs will not be paid by the EBA separately. Lumos Networks Agrees.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to the EBA 's facilities . In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service. Lumos Networks Agrees.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen . Lumos Networks Agrees.

REQUEST FOR QUOTATION
EBA471A WV EBA Site-to-Site and Internet Connectivity

- 9.3 Vendor shall notify the EBA immediately of any lost, stolen, or missing card or key. Lumos Networks Agrees.
- 9.4 Anyone performing under this Contract will be subject to the EBA's security protocol and procedures. Lumos Networks Agrees.
- 9.5 Vendor shall inform all staff of the EBA's security protocol and procedures. Lumos Networks Agrees.

10 VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

- 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to the EBA upon default.

- 10.2.1 Cancellation of the Contract.
- 10.2.2 Cancellation of one or more release orders issued under this Contract.
- 10.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
EBA471A \VV EBA Site-to-Site and Internet Connectivity

11 MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during nonnal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sarah Miller
Telephone Number: 540-260-3903
Fax Number: 540-777-7786
Email Address: millers@lumosnet.com

EBA471A - Exhibit A - Pricing Pages - 3 year term

Costs must include ALL charges, including any fees, government surcharges, taxes, or any other charge associated with the service.

Lumos Networks Response: See Tab; Pricing

Location	Physical Address
Beckley	WV Public Broadcasting 124 Industrial Park Rd Beaver, WV 25813
Charleston	WV Public Broadcasting 600 Capitol Street Charleston, WV 25301
Morgantown	WV Public Broadcasting 191 Scott Avenue Morgantown, WV 26505

Item# I	Ethernet Circuits**	Monthly Cost	NRC*	1 Year Total	3 Year Total
1a	Beckley - 1 Gig Layer 2 Ethernet				
1b	Beckley - 25 Meg Internet Bandwidth via LAN 10 Ethernet Port				
1c	Charleston - 1 Gig Layer 2 Ethernet				
1d	Morgantown - 1 Gig Layer 2 Ethernet				
	Total Cost Item#I, Ethernet Circuits				

Item# Z	DS3 Circuit - Beckley to Morgantown	Monthly Cost	NRC*	1 Year Total	3 Year Total
2	DS3 between Beckley and Morgantown				
	Total Cost Item#2, DS3 Circuit - Beckley to Morgantown				

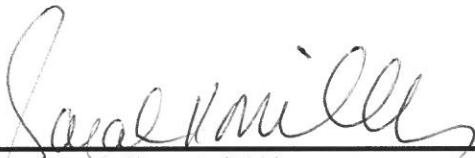
053 Circuit Options					
Price for these options must reflect that they will be bundled with items 1 & 2.					
Option# 1	DS3 Circuit - Beckley to Charleston	Monthly Cost	NRC*	1 Year Total	3 Year Total
1	DS3 between Beckley and Charleston				
	Total Cost Option# 1				
Option# 2	DS3 Circuit - Charleston to Morgantown	Monthly Cost	NRC*	1 Year Total	3 Year Total
2	DS3 between Charleston and Morgantown				
	Total Cost Option #2				

Summary Pricing					
Item	Description	Monthly Cost	NRC*	1 Year Total	3 Year Total
Item# 1	Ethernet Circuits				
Item# 2	DS3 Circuit • Beckley to Morgantown				
Option# 1	DS3 Circuit • Beckley to Charleston				
Option# 2	DS3 Circuit • Charleston to Morgantown				
	Total Cost				

* Non-Recurring Charge (One-Time Only)

** Ethernet circuits must be segregated as defined in Exhibit C, Ethernet Segregation

Award will be made to the Vendor with the Lowest Overall Total Cost meeting specifications.



 Signature of Vendor

6-12-14

 Date

Lumos Networks

 Company Name

1900 Roanoke Rd

 Address 1

Daleville, VA 24083

 Address 2

Phone

540-260-3903

540-777-7786

Email

millers@lumonet.com

RFQ EBA 471A - Appendix
(Items related to the Floor Diagrams)

Appendix 1 - For each of the WV PBS locations does WV PBS require separate entrances into the facilities for the 053 and Ethernet transports?

*** No. We require that the 053 in Beckley terminate in a separate room from the Ethernet ports. Also, Vendor must be responsible for all cabling / wiring / fiber to the point of termination for all circuits. This means Vendor is responsible for troubleshooting and repair all the way to these terminating ports, as described in the RFQ. It is also understood that WV PBS (the EBA) will be responsible for the cost of repair for the portion of Vendor circuits that are inside the EBA premises if they suffer damage, beyond normal wear and tear, not caused by the Vendor.

Appendix 2 - In each WV PBS demarcation does WV PBS require the carrier to provide a network rack for carrier access equipment or will WV PBS provide their own network rack for the carrier?

*** The EBA will provide either rack space in existing racks or a separate rack as required.

Appendix 3 - Can WV PBS provide the carrier a building diagram with desired route of carrier cabling and distance measurements from building penetration point to desired demarcation?

*** Yes. See attached.

Appendix 4 - Does WV PBS have Generator and UPS at each WV PBS location?

*** The EBA has UPS's with generator backups in Charleston and Beckley. Morgantown currently has a UPS, and we are in the process of installing a backup generator.

Appendix 5 - For each WV PBS location can WV PBS provide EMT conduit or plenum rated innerduct from the interior desired demarcation point inside of the building to the exterior point of entry?

*** Vendor must provide all EMT conduit or plenum rated innerduct necessary to install these circuits. The EBA will provide any construction necessary to install these, but Vendor must bear the cost of this construction.

Appendix 6 - Can WV PBS provide dedicated power service to carrier access equipment at the desired WV PBS demarcation point?

*** Yes.

Appendix 7 - Does WV PBS have any issues with the carrier that wins the bid using an alternate entry point of the building to reach the specified demarcation points of the interior of the buildings from what is existing today?

*** For the purposes of determining contract costs, Vendor must use paths as they are detailed in the attached diagrams. We are willing to discuss different routes with the winning bidder, however, if they wish to use an alternate path, they will be responsible for all additional costs and shall not pass these to the EBA.

Appendix 8 - Does WV PBS require to have a separate physical interface for each LAN specified in Exhibit C - Ethernet Segregation in the Request for Quotation?

*** Yes, as described in section 3.4.16.

Appendix 9 - Several points of clarification have arisen in relation to room numbers and distances inside the facilities. For the sake of accuracy will you please provide diagrams with room numbers if available and the details and distances for the circuit paths into the building and along the internally provided paths to the locations where the circuit delivery is required for each site?

*** Yes. See attached. Please note: as the City of Charleston owns the property immediately adjacent to our Charleston facility, we can only provide measurements beginning from our outside wall. We have no access to, or information on, the conduits / cabling under the City sidewalks and streets.

Appendix 10 - We request clarification on your definition of a "node". Will a piece of equipment be counted as a node if the equipment has multiple layers of protection and therefore does not present a single point of failure?

*** Yes. Each piece of equipment will constitute a node, even if it has multiple layers of protection. However, if two identical pieces of equipment were configured as a "failover pair", they would be considered one node. A failover pair consists of two pieces of identical equipment that are connected and configured such that any failure on one unit is automatically compensated for on the second unit. Traditionally both units are in the same rack.

Appendix 11- The total amount of bandwidth requested provides 1Gigabit of throughput ;we assume this does not count overhead; please clarify.

*** The 1Gigabit of throughput does not include overhead. If any overhead is necessary to provide this throughput, the circuit will have to be provisioned with enough bandwidth to accommodate the overhead plus the 1Gigabit of throughput.

Appendix 12 - Please clarify that Section 3.2 only applies to work done on EBA premises.

*** Section 3.2 applies to any subcontracting relating to this contract whether it is on EBA premises or not. Our primary concern with off-premise subcontractors is in relation to the circuits themselves, day-to-day operational and service personnel, and associated equipment and services. If you wish to limit your response to on-premise subcontractors and only those off-premise subcontractors who will be involved in this contract in an ongoing basis, that would be sufficient for us.

*** clarifications to appendices

WSWP-TV
124 Industrial Pk Rd
Beaver, WV 25813

Approximate Total Length DS3: 194'
Approximate Total Length Ethernet: 318'

Cable Tray is 9'3" from floor

Note1: DS3 drop
Note2: Ethernet Drop

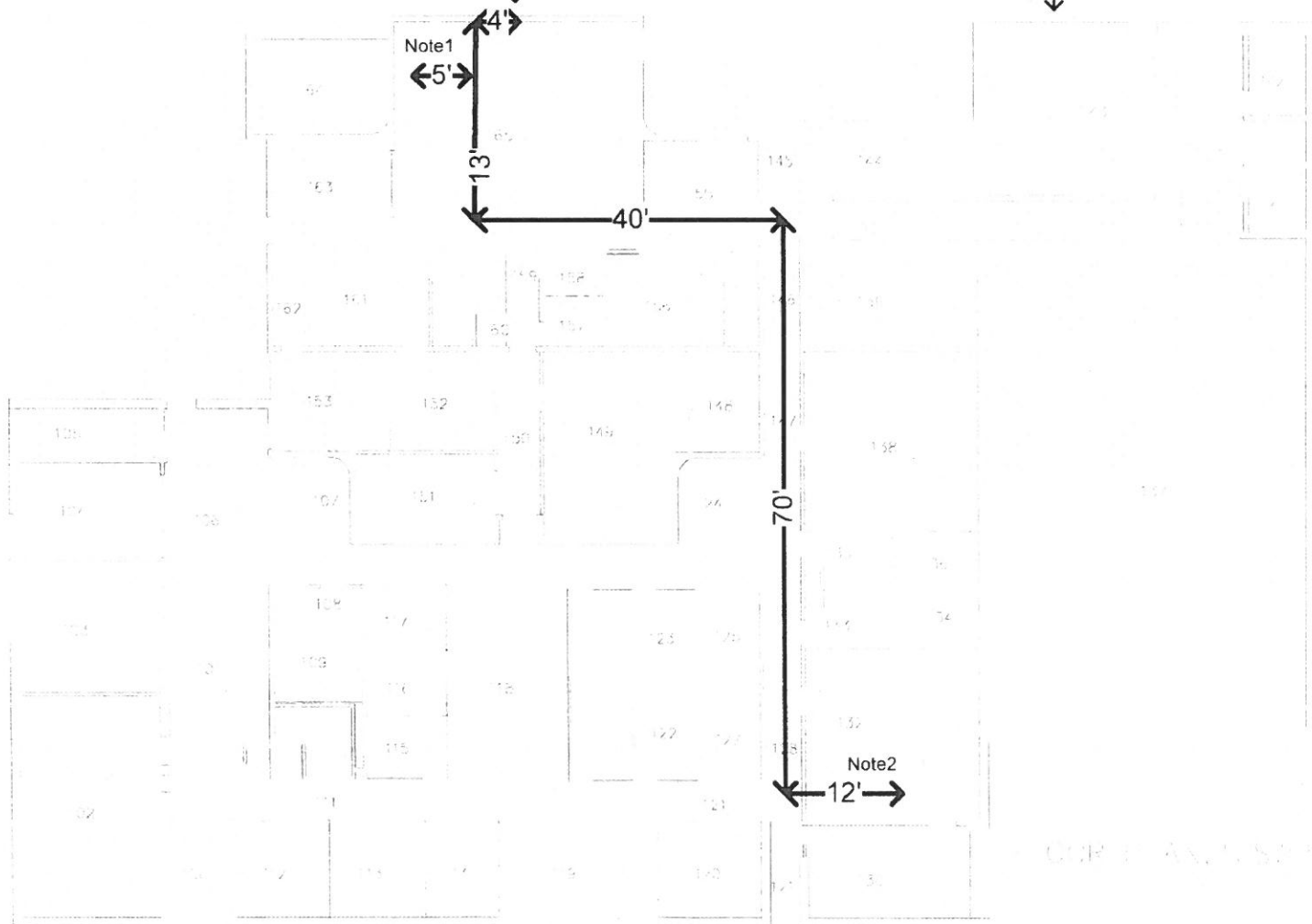
Existing
Path
180'



Sat
Dish

Existing Telecom Pole
Lines go underground here

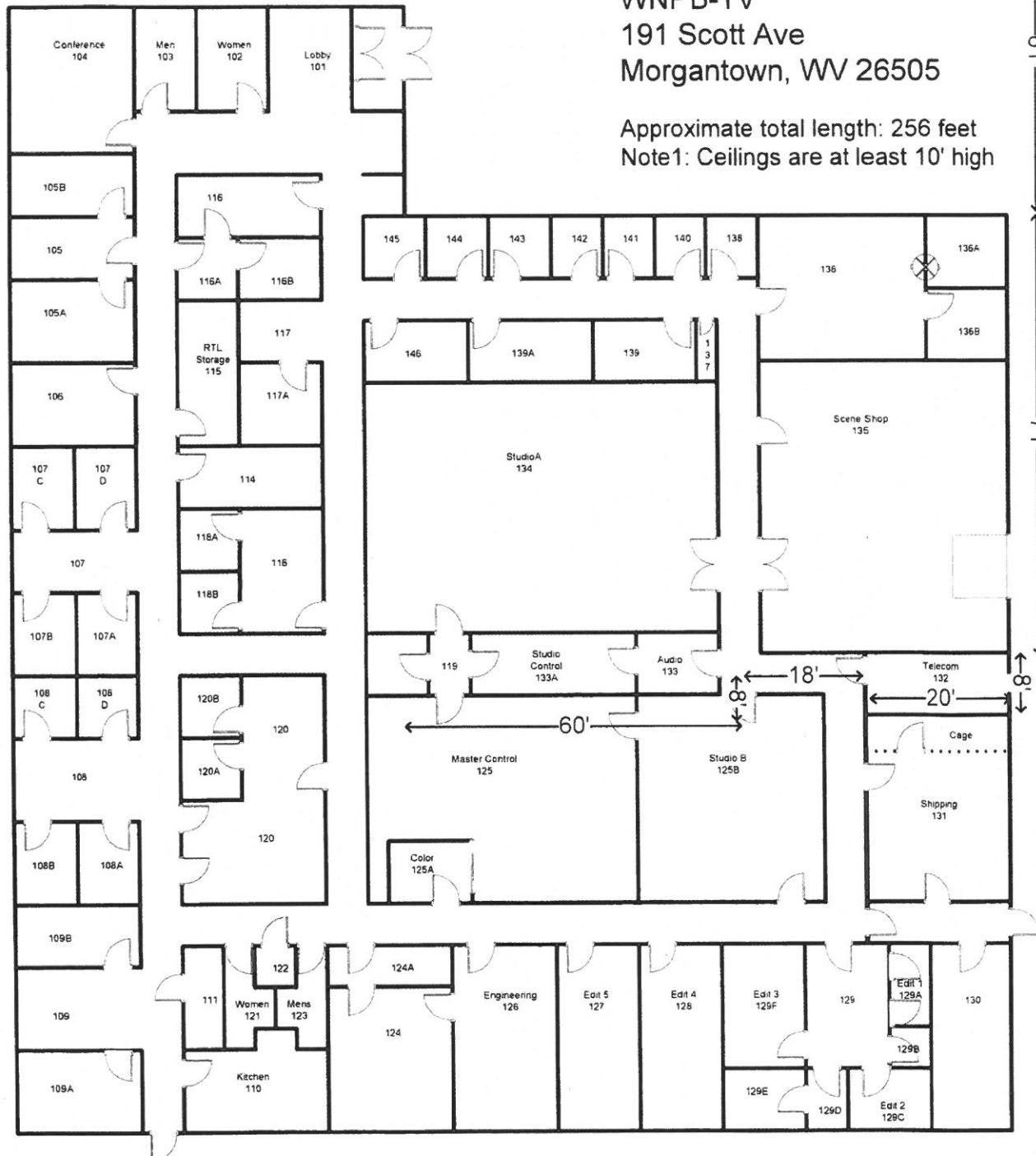
Distance from pole
to building
108'

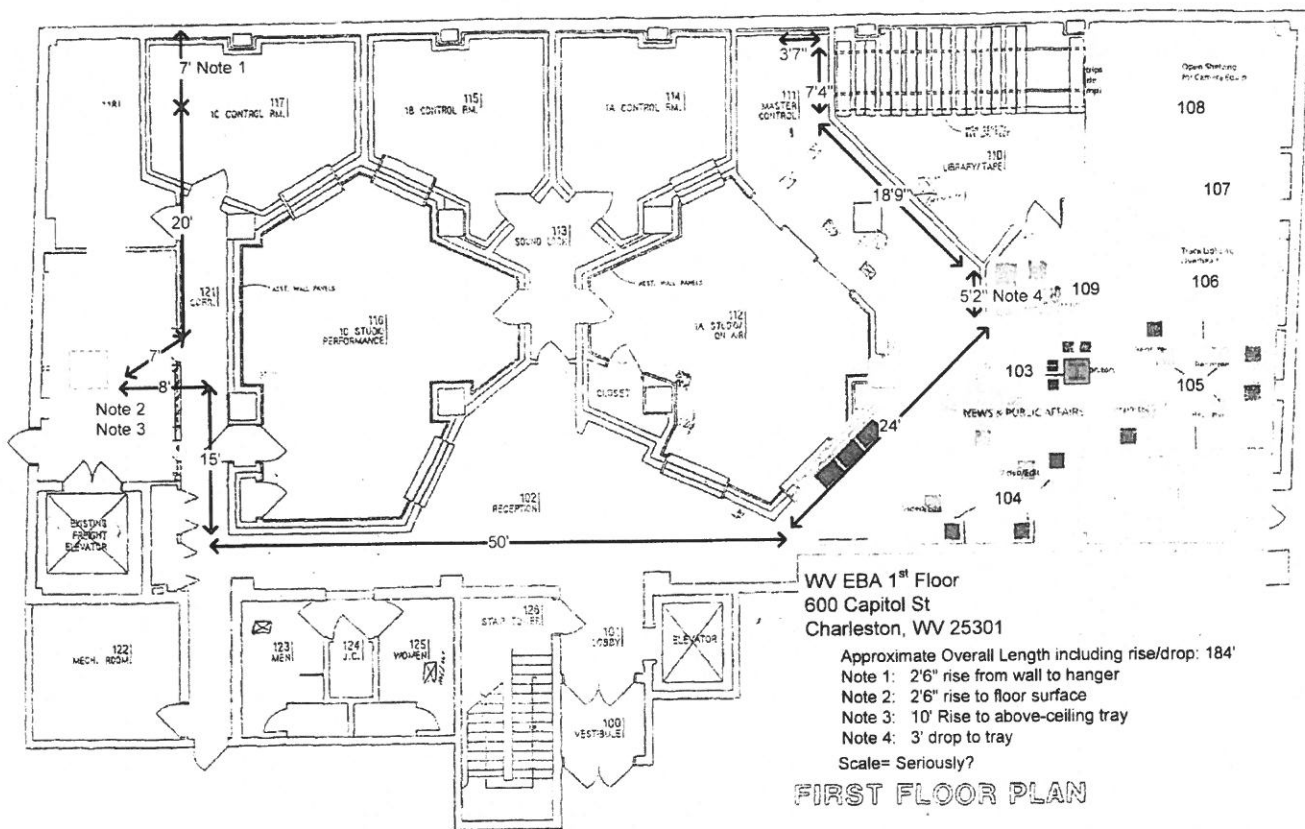


Existing Telecom Pole

WNPB-TV
191 Scott Ave
Morgantown, WV 26505

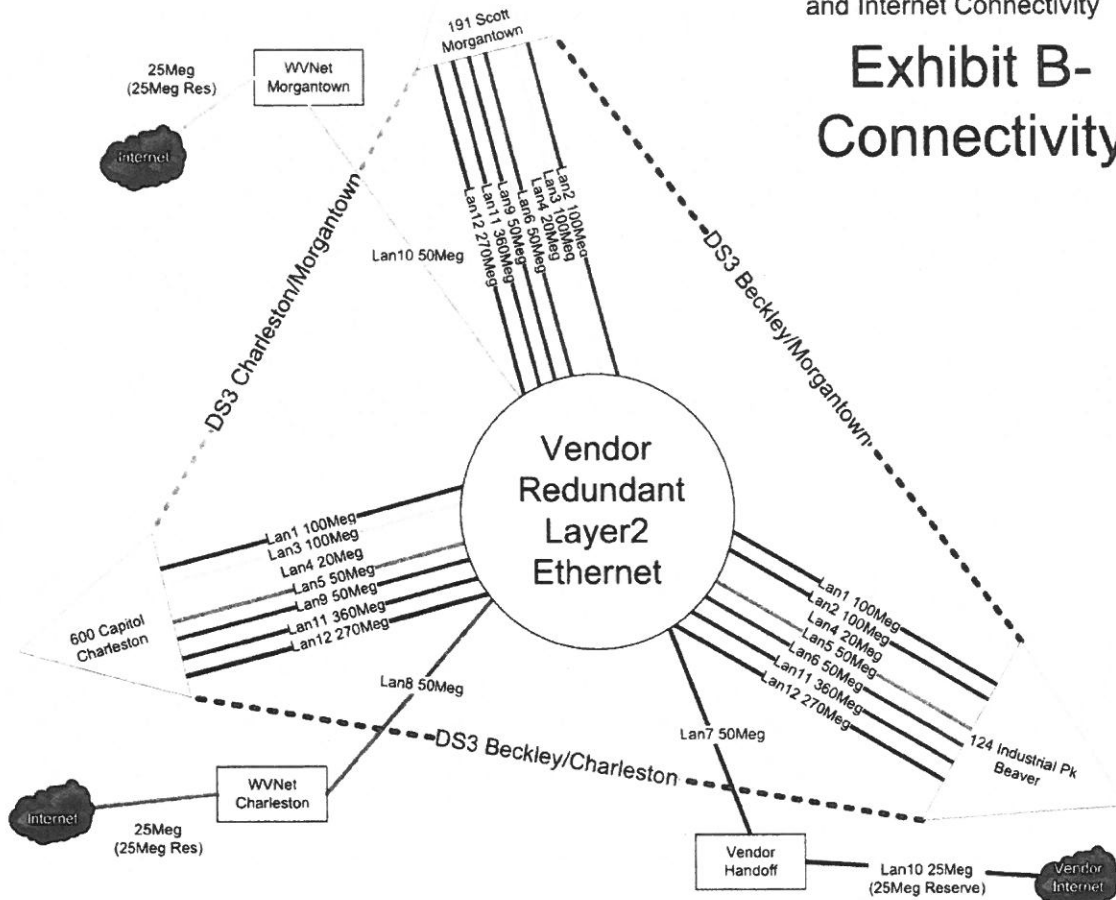
Approximate total length: 256 feet
 Note1: Ceilings are at least 10' high





REQUEST FOR QUOTATION
EBA471A WV EBA Site-to-Site
and Internet Connectivity

Exhibit B- Connectivity



EBA471A - Exhibit C - Ethernet Segregation

1 Gig Ethernet Segregation	
Location	Segregation
Beckley	LAN 1 - 100 Meg Port LAN 2 - 100 Meg Port LAN 4 - 20 Meg Port LAN 5 - 50 Meg Port LAN 6 - 50 Meg Port LAN 7 - 50 Meg Port to Vendor Internet LAN 11 - 360 Meg Port LAN 12 - 270 Meg Port
Charleston	LAN 1 - 100 Meg Port LAN 3 - 100 Meg Port LAN 4 - 20 Meg Port LAN 5 - 50 Meg Port LAN 8 - 50 Meg Port to WVNet Charleston LAN 9 - SO Meg Port LAN 11 - 360 Meg Port LAN 12 - 270 Meg Port
Morgantown	LAN 2 - 100 Meg Port LAN 3 - 100 Meg Port LAN 4 - 20 Meg Port LAN 6 - 50 Meg Port LAN 9 - 50 Meg Port LAN 10 - 50 Meg Port - WVNet Morgantown LAN 11 - 360 Meg Port LAN 12 - 270 Meg Port

Segregation of 1Gig Ethernet Circuits: each 1Gig Ethernet circuit is to be Initially segregated into the 9 ports listed above. Segregation shall be done such that equipment attached to a port at one location shall be connected to equipment at the other sites when connected to the ports with the equivalent designation. For example: if a piece of equipment is connected to the port designated "LAN 1" in Beckley, it will communicate with equipment connected to the "LAN 1" ports in Morgantown and Charleston, but not to equipment on other ports. See Exhibit B. Costs for the port segregation and the connections to WVNet must be included in the overall cost of the 1Gig layer 2 Ethernet Circuit.

* SO Meg circuit to WVNet Morgantown is to terminate at their Morgantown location; West Virginia Network, 837 Chestnut Ridge Road, Morgantown, WV 26505. SO Meg circuit to WVNet Charleston is to terminate at their Charleston location; WV State Capitol, 1900 Kanawha Blvd East, Bldg 6, 1st Floor, Communications Vault. Any questions concerning these locations may be addressed with Allen Daugherty, West Virginia Network, 837 Chestnut Ridge Road, Morgantown, WV 26505. Phone: 304-293-5192 x 242. Email: allen@mail.wvnet.edu.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or 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
(Company)
Sarah Miller
(Authorized Signature)

Sarah Miller Major Account Manager
(Representative Name, Title)

540-260-3903 540-777-7786
(Phone Number) (Fax Number)

6-12-14
(Date)

RFO No. EBA471A

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/0112012)

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §SA-3-59 and *West Virginia Code of State Rules*.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

Date: _____

Signed: _____

Title: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA471A

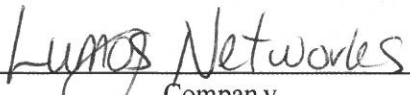
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

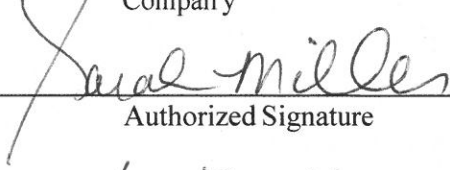
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Acknowledgment:
 (Check the box next to each addendum received)

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

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



 Company


 Authorized Signature
 6-12-14

 Date

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

WSWP-TV
124 Industrial Pk Rd
Beaver, WV 25813

Approximate Total Length DS3: 194'
Approximate Total Length Ethernet: 318'

Cable Tray is 9'3" from floor

Note1: DS3 drop
Note2: Ethernet Drop

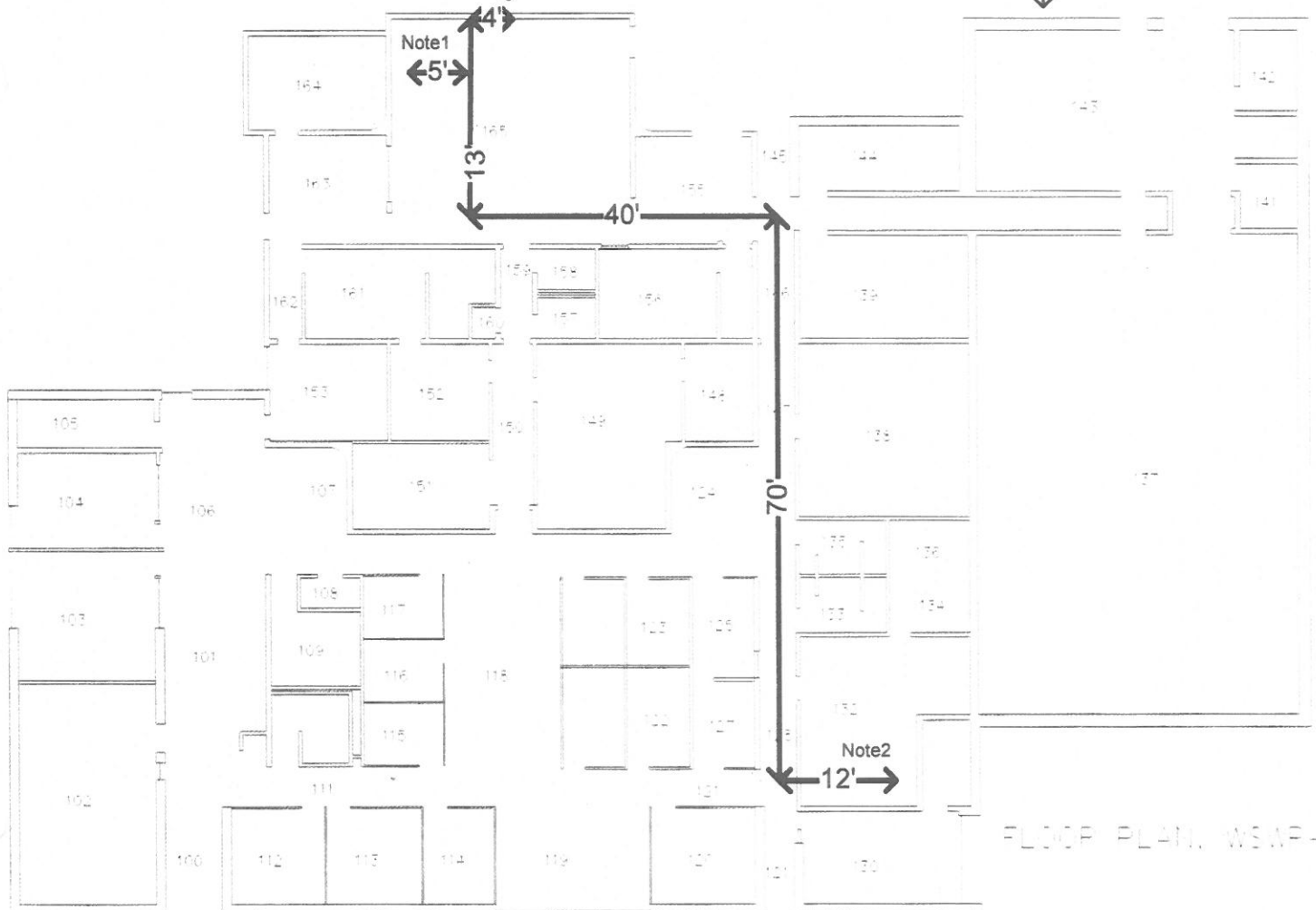
Existing
Path
180'



Sat
Dish

Existing Telecom Pole
Lines go underground here

Distance from pole
to building
108'

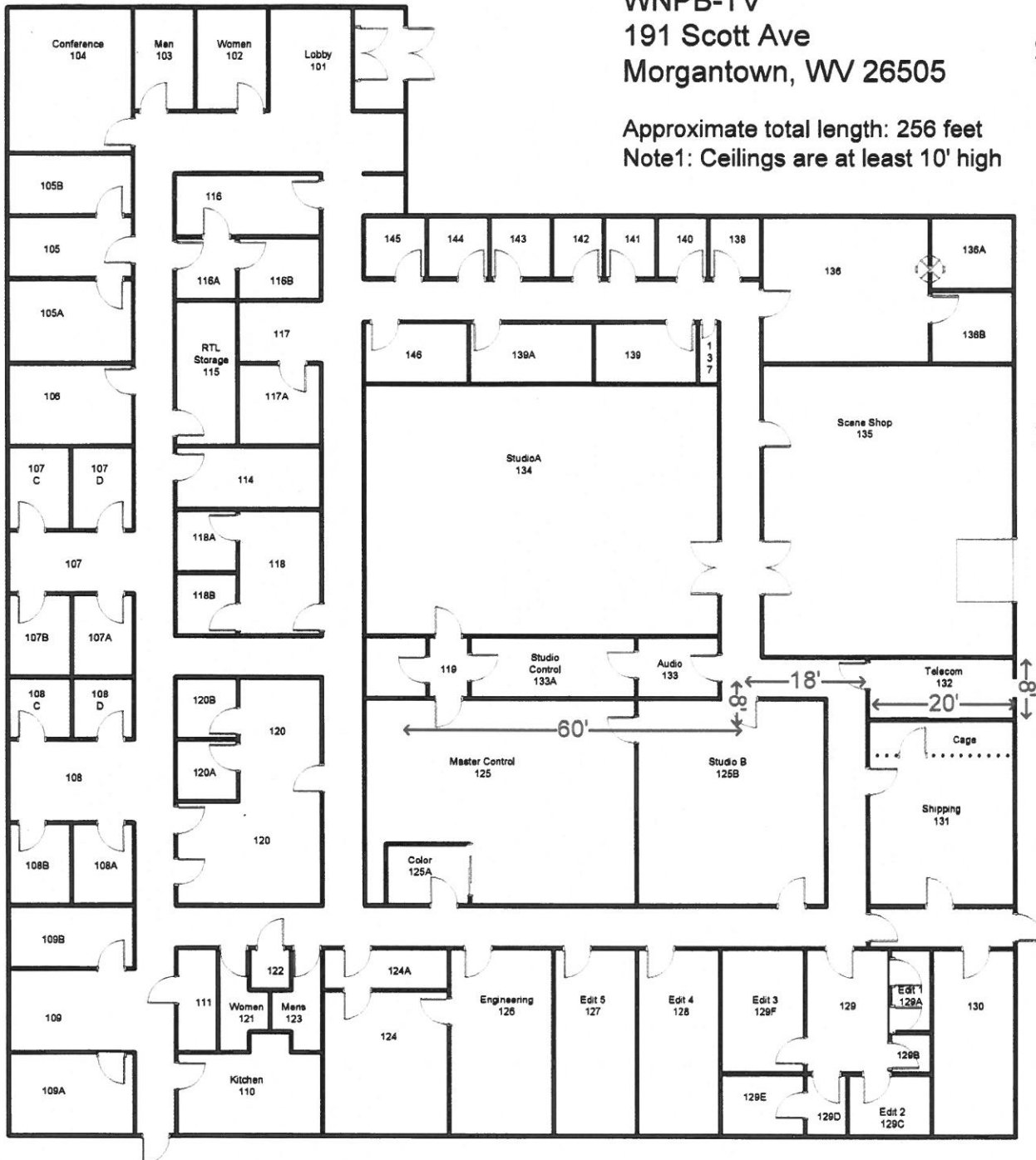


FLOOR PLAN, WSWP-TV

Existing Telecom Pole

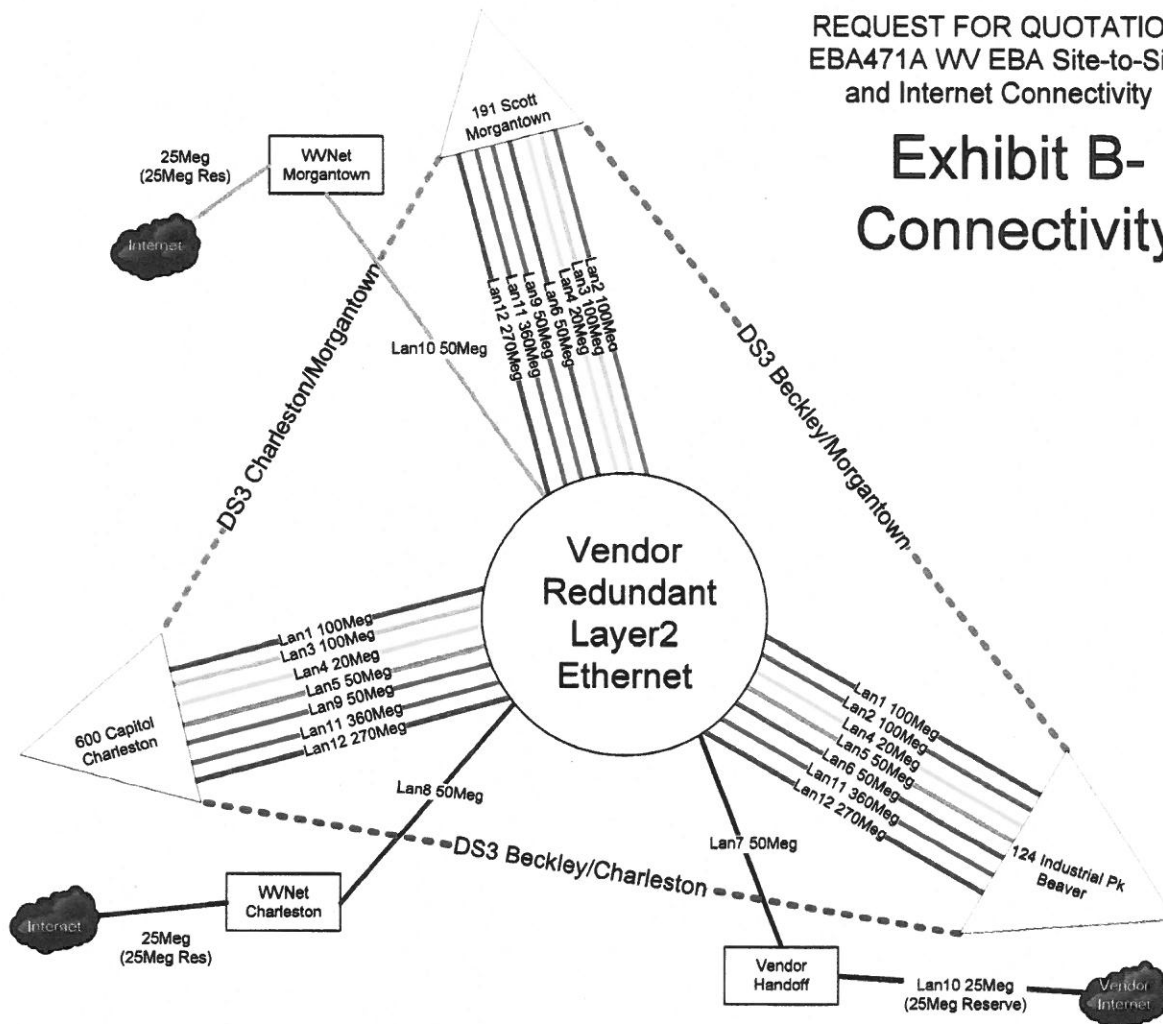
WNPB-TV
191 Scott Ave
Morgantown, WV 26505

Approximate total length: 256 feet
Note1: Ceilings are at least 10' high



REQUEST FOR QUOTATION
EBA471A WV EBA Site-to-Site
and Internet Connectivity

Exhibit B- Connectivity





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

Solicitation

NUMBER

EBA471A

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

EVELYN MELTON
304-558-7023

RFQ COPY

TYPE NAME/ADDRESS HERE

Lumos Networks
1900 Roanoke Rel
Daleville VA 24083

V
E
N
D
O
R

EDUCATIONAL BROADCASTING
AUTHORITY
600 CAPITOL STREET

CHARLESTON, WV
25301-1223 304-558-3400

S
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DATE PRINTED

05/05/2014

BID OPENING DATE: 06/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM ISSUED;						
1. TO CLARIFY THAT THE MANDATORY PRE-BID MEETINGS DATES ARE AS FOLLOWS:						
*BECKLEY, WV OFFICE - MAY 16, 2014 @ 10:30 A.M.						
*MORGANTOWN, WV OFFICE - MAY 19, 2014 @ 11:00 A.M.						
*CHARLESTON, WV OFFICE - MAY 20, 2014 @ 10:30 A.M.						
ADDRESSES PROVIDED FOR THE PRE-BID MEETINGS IN THE ORIGINAL SOLICITATION REMAIN THE SAME.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						

SIGNATURE

TITLE

TELEPHONE

DATE

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER

EBA471A

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

EVELYN MELTON
304-558-7023

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Lumos Networks
1900 Roanoke Rd
Daleville VA 24083

SHIP TO

EDUCATIONAL BROADCASTING
AUTHORITY
600 CAPITOL STREET

CHARLESTON, WV
25301-1223 304-558-3400

DATE PRINTED

05/05/2014

BID OPENING DATE: 06/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	YR		205-43		
				SITE-TO-SITE AND INTERNET CONNECTIVITY		
				***** THIS IS THE END OF RFQ EBA471A ***** TOTAL:		

SIGNATURE

David Miller

TELEPHONE

304-260-3903

DATE

6-12-14

TITLE

Major Account Manager

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: EBA471A

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To clarify the mandatory pre-bid meetings dates.
2. To provide Addendum Acknowledgment.

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA471A

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 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
 Company
Sarah Miller
 Authorized Signature
6-12-14
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



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

Solicitation

NUMBER
EBA471A

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF.
EVELYN MELTON 304-558-7023

RFQ COPY TYPE NAME/ADDRESS HERE	ROOM
	Lumos Networks 1900 Roanoke Rd Daleville VA 24083

SHIP TO	EDUCATIONAL BROADCASTING AUTHORITY 600 CAPITOL STREET CHARLESTON, WV 25301-1223 304-558-3400
---------	--

DATE PRINTED
05/29/2014

BID OPENING DATE 06/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM ISSUED;		
				1. TO PROVIDE RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		
0001	3	YR		205-43		
				SITE-TO-SITE AND INTERNET CONNECTIVITY		
				***** THIS IS THE END OF RFQ EBA471A ***** TOTAL:		

SIGNATURE	<i>Sarah Miller</i>	TELEPHONE	540-260-3983	DATE	6-12-14
TITLE	Major Acct. Manager	FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: EBA471A

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide responses to questions received.
2. To provide Addendum Acknowledgment.

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

Terms and Conditions:

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

ATTACHMENT A

WVPBS RFQ EBA471A List of Questions

Question 1) Exhibit B Connectivity: Please explain why the diagram has (25Meg Reserve) listed. The circuits in Exhibit C show 50Meg. Should these circuits perform at 50Mb?

Answer 1) These circuits should perform at 50 Mb. In Beckley we will have 25 Meg vendor provided Internet and wish a reserve to expand the Beckley Internet bandwidth. In Charleston and Morgantown we will be carrying both WVNet Internet traffic and other traffic to the State network. If the vendor provides 50 Mb connectivity (as diagrammed) we will work with WVNet on their connections. If there are issues provisioning this leg of the circuit as diagrammed, we will work with the winning vendor to resolve them.

Question 2) Exhibit C: Example mentions LAN 1 ports communicating from Beckley to Morgantown and Charleston however LAN 1 segregation in the above chart only shows LAN #1 appearing in Beckley and Charleston. Is this is a typo?

Answer 2) Yes, this is a typo. LAN #4 would be an accurate example.

Question 3) Lumos requests a new copy of Beckley Floor Plans this document was changed at the Pre-Bid meeting.

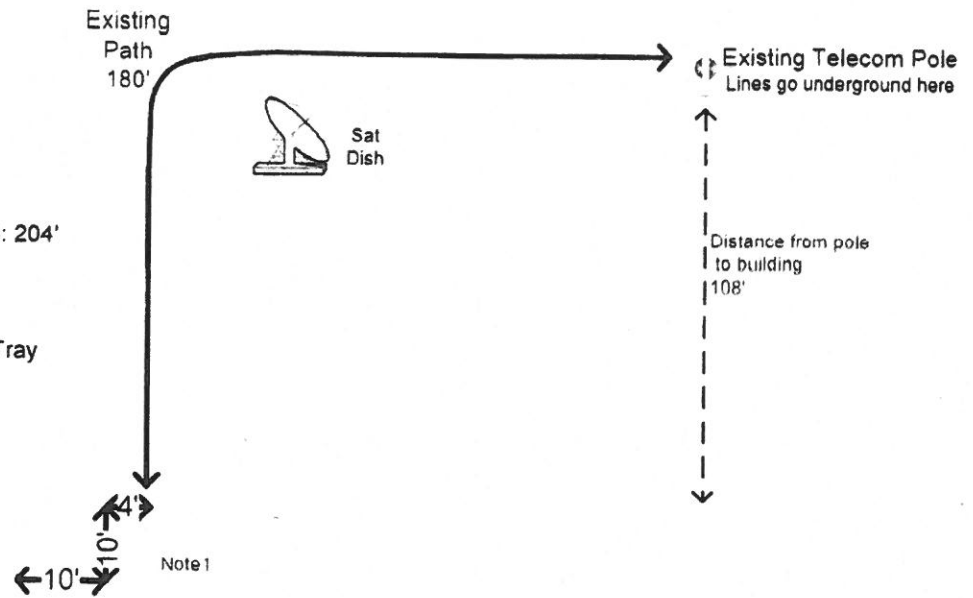
Answer 3) Attached.

WSWP-TV
124 Industrial Pk Rd
Beaver, WV 25813

Approximate Total Length DS3: 204'

Cable Tray is 9'3" from floor

Note 1: Interior run is in Cable Tray



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA471A

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 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
 Company
Jaech Miller
 Authorized Signature
6-12-14
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

EBA471A—Exhibit A—Pricing Pages—3 year term Costs

must include ALL charges, including any fees, government surcharges, taxes, or any other charge associated with the service.

Location	Physical Address
Beckley	WV Public Broadcasting 124 Industrial Park Rd. Beaver, WV 25813
Charleston	WV Public Broadcasting 600 Capitol Street Charleston, WV 25301
Morgantown	WV Public Broadcasting 191 Scott Avenue Morgantown, WV 26505

Item# 1	Ethernet Circuits**	Monthly Cost	NRC*	1 Year Total	3 Year Total
1a	Beckley - 1 Gig Layer 2 Ethernet	\$1819.80	\$0.00	\$21,837.60	\$65,512.80
1b	Beckley - 25 Meg Internet Bandwidth via LAN 10 Ethernet Port	\$228.75	\$0.00	\$2745.	\$8235.
1c	Charleston - 1 Gig Layer 2 Ethernet	\$2305.20	\$0.00	\$27,662.40	\$82,987.20
1d	Morgantown - 1 Gig Layer 2 Ethernet	\$2305.20	\$0.00	\$27,662.40	\$82,987.20
	Total Cost Item#1, Ethernet Circuits	\$6,658.95	\$0.00	\$79,907.40	\$239,722.20

Item# 2	DS3 Circuit - Beckley to Morgantown	Monthly Cost	NRC*	1 Year Total	3 Year Total
2	DS3 between Beckley and Morgantown	\$1800.	\$0.00	\$21,600.	\$64,800
	Total Cost Item#2, DS3 Circuit - Beckley to Morgantown	\$1800.	\$0.00	\$21,600	\$64,800

DS3 Circuit Options

Price for these options must reflect that they will be bundled with Items 1 & 2.

Option#1	DS3 Circuit - Beckley to Charleston	Monthly Cost	NRC*	1 Year Total	3 Year Total
1	DS3 between Beckley and Charleston	\$1800.	\$0.00	\$21,600.	\$64,800
	Total Cost Option# 1	\$1800.	\$0.00	\$21,600	\$64,800
Option#2	DS3 Circuit - Charleston to Morgantown	Monthly Cost	NRC*	1 Year Total	3 Year Total
2	DS3 between Charleston and Morgantown	\$1800	\$0.00	\$21,600	\$64,800
	Total Cost Option #2	\$1800	\$0.00	\$21,600	\$64,800

Summary Pricing					
Item	Description	Monthly Cost	NRC*	1 Year Total	3 Year Total
Item# 1	Ethernet Circuits	\$12,058.95	\$0.00	\$144,707.40	\$434,122.20
Item# 2	DS3 Circuit - Beckley to Morgantown	\$1,800.	\$0.00	\$21,600	\$64,800
Option# 1	DS3 Circuit - Beckley to Charleston	\$1,800.	\$0.00	\$21,600	\$64,800
Option# 2	DS3 Circuit - Charleston to Morgantown	\$1,800.	\$0.00	\$21,600	\$64,800
	Total Cost	\$17,458.95	\$0.00	\$209,507.40	\$628,522.20

* Non-Recurring Charge (One-Time Only)

** Ethernet circuits must be segregated as defined in Exhibit C, Ethernet Segregation.

Award will be made to the Vendor with the Lowest Overall Total Cost meeting specifications.



Signature of Vendor

6-12-14

Date

Lumos Networks

CompanyName

1900 Roanoke Rd

Address 1

Daleville, VA 24083

Address 2

Phone 540-260-3903

Fax 540-777-7786

Email millers@lumosnet.com

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code §23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Lumos Networks of West Virginia

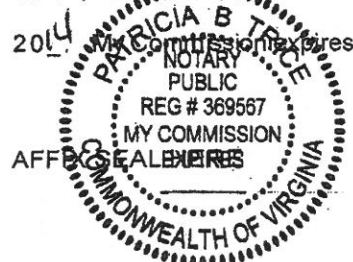
Authorized Signature: Mary McDermott Date April 1, 2014

State of VIRGINIA

County of Augusta - to-wit:


Taken, subscribed and sworn to before me this 1st day of April

2014 My Commission Expires May 31 2017



NOTARY PUBLIC

Patricia B. Jones #369567

 IP Justification Form	
<< Customer Name >>	
<i>Our Technology Comes with People</i>	
Technical Point of Contact	
Name (Last, First)	
Title	
Address	
Phone Number	
E-Mail address	
Customer Network Information	
ASN# (if you have one)	
Name of Organization	
Postal address of Organization	
1	Previously assigned IP address ranges that you still have.
CURRENT CONFIGURATION	
2	Please attach a network diagram showing how your current IP addresses have been utilized. See examples. If you have no existing IP space, you may skip this step.
2a	Number of IP addresses in use now
2b	Number of IP addresses predicted to be in use 1 year from now
2c	Number of subnets in use now
2d	Number of subnets predicted to be in use 1 year from now
REQUEST INFORMATION	
3	Please attach a network diagram showing how you intend to use the IP addresses you are requesting. See examples provided behind spreadsheet tabs below.
3a	Number of IP addresses or subnet size requested
3b	Number of IP addresses you intend to use initially
3c	Number of IP addresses you predict to be using 1 year from now
3d	Number of subnets in use initially
3e	Number of subnets predicted to be in use 1 year from now
Additional Information	
4	Additional supporting justification: EXAMPLE: Support of existing network listed in #2 and support of network growth in #3 to include: 50% growth in dedicated customer pool requiring a /??; increase of dial-up access to include 2 additional markets requiring a /??; Deployment of VPN solutions for dedicated customers requiring 6 - /27 spaces.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV036373

Classification:

COMMUNICATION & SOUND

S & N COMMUNICATIONS INC
DBA S & N COMMUNICATIONS INC
PO BOX 769
KERNERSVILLE, NC 27285

Date Issued

NOVEMBER 26, 2013

Expiration Date

NOVEMBER 26, 2014

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV036374

Classification:

COMMUNICATION & SOUND

N & S CONSTRUCTON INC
DBA NEW KIRK & SMITH CONSTRUCTION INC
PO BOX 769
KERNERSVILLE, NC 27285

Date Issued

NOVEMBER 26, 2013

Expiration Date

NOVEMBER 26, 2014

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

Sub-Contractors References

Verizon Services Corp

Mike Alfasi, Senior Sourcing Process Leader

3013 Hungary Spring Road

Richmond, Virginia 23228

(804) 756-5284

Michael.j.alfasi@verizon.com

Serve as the sole Single Source Provider (SSP) for all aerial, buried, underground tree trimming and facility locating.

=====

CenturyLink

Bruce Collins, National Manager Supplier & Contract Management

100 CenturyLink Drive

Monroe, Louisiana 71203

(318) 388-9770

Bruce.Collins@centurylink.com

Serve as the sole buried service wire and facility locate contractor in east Tennessee, North Carolina and Virginia. Provide services for specific fiber overbuild projects.

=====

Cox Communciations Rick Nielsen

5400 Fallowater Lane SW

Roanoke, VA 24014

540 777-7414

rick.Nielsen@cox.com

S&N provides aerial and buried construction services. This work is on-going.

=====

AT&T

Cathy Burke, Area Mgr-Construction

33 Cherry Street

Asheville, North Carolina 28801

828 236-2018

cb0494@att.com

Completed Asheville NC fiber build project

=====

Mid-Atlantic Broadband

Mr. Doug Herrin

Senior Project Manager

1100 Confroy Drive, Box 4

South Boston, Virginia 24592

434 570-1310

doug@mbc-va.com

Technical Solution Summary

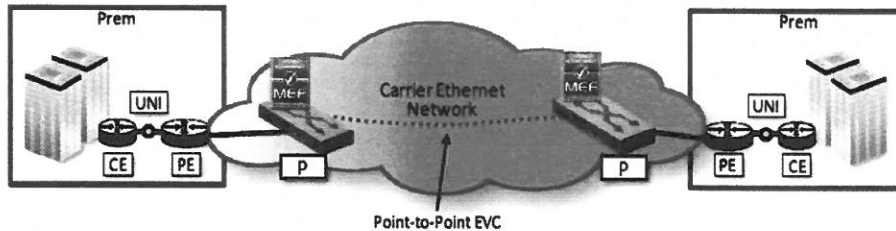
RFQ EBA471A WV EBA Site-to-Site and Internet Connectivity

In accordance to RFQ EBA471A WV EBA Site-to-Site and Internet Connectivity Lumos Networks responds with the following solution:

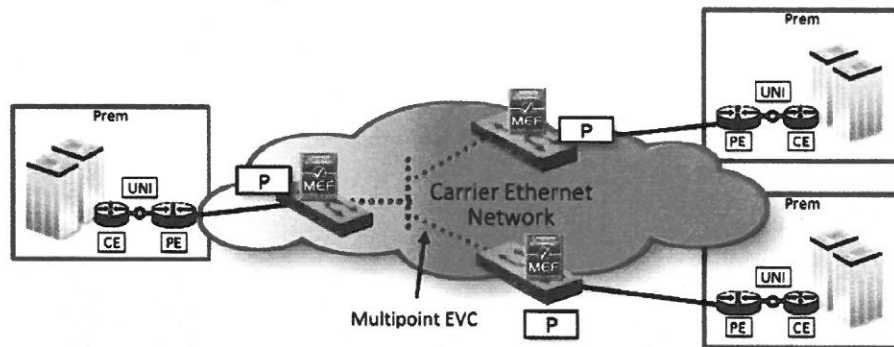
Layer 2 Ethernet Network:

Lumos Networks will provide three West Virginia Educational Broadcasting Authority (WV EBA) and two West Virginia Network (WVNET) locations a Layer 2 Ethernet network following Metro Ethernet Forum (MEF) standards consisting of the following types of solutions:

- **E-Line Service:** An Ethernet service type that is based on a Point-to-Point EVC.
 - **Ethernet Private Line (EPL):** Specific to the E-Line service type an EPL service uses a Point-to-Point EVC between two UNIs with a high degree of transparency. Private UNIs are used meaning **no service multiplexing** on each UNI (requested by the WV EBA per RFQ EBA471A requirements).



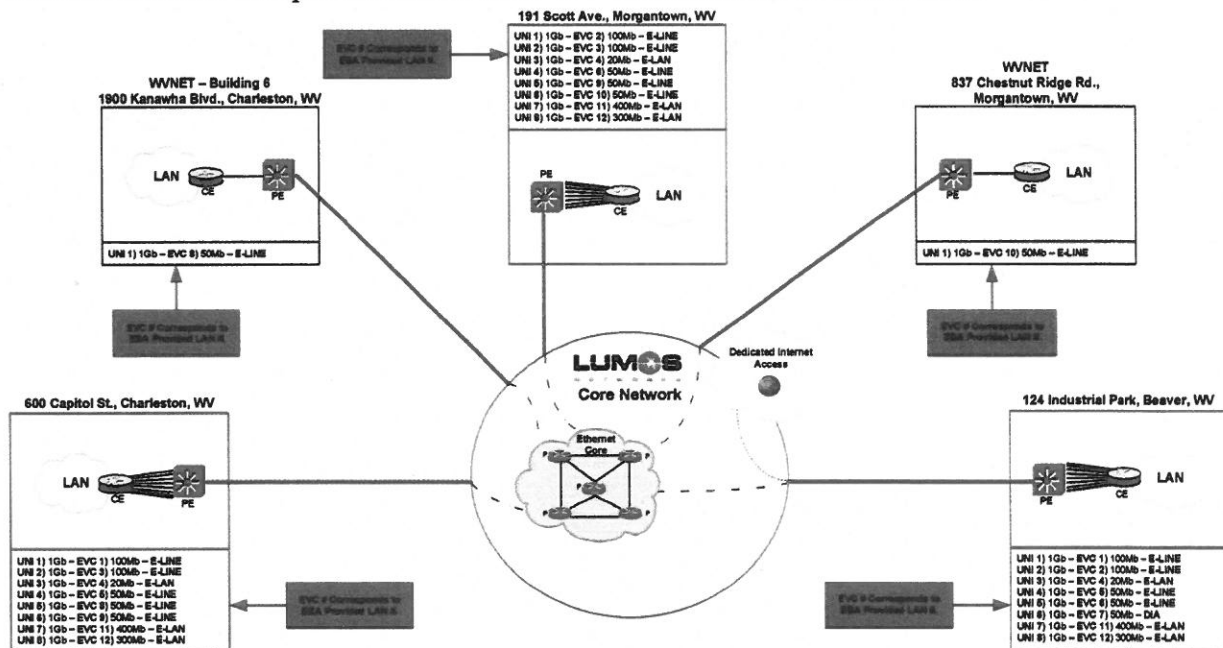
- **E-LAN Service:** An Ethernet service type that is based on a Multipoint EVC. All endpoints may forward frames freely between one another.
 - **Ethernet Private LAN (EP-LAN):** Private UNIs are used for the E-LAN service meaning **no service multiplexing** on each UNI (requested by the WV EBA per RFQ EBA471A requirements).



- **Network Components:**
 - **User Network Interface (UNI):** Interface/port that serves as the point of demarcation between the customer and Lumos Networks. As requested by WV EBA each UNI will be associated with a single EVC (Private UNI).
 - **Private UNI:** UNI with a single EVC. Lumos Networks will provide WV EBA and WVNET sites Private UNIs as requested by WV EBA RFQ EBA471A.
 - **Multiplexed UNI:** UNI with multiple EVCs.

- **Ethernet Virtual Connection (EVC):** An association of two or more UNIs that identifies as a point-to-point or multipoint-to-multipoint path between WV EBA sites in the Lumos Networks Carrier Ethernet Network.
- **Customer Edge Device (CE):** Device controlled by WV EBA or WVNET and physically located in the WV EBA or WVNET premises. CE devices interface directly with Provider Edge (PE) devices and other customer network elements.
- **Provider Edge Device (PE):** Device controlled by Lumos that is physically located in the end-user customer's facility. PE devices interface directly with CE devices and P devices (Lumos Networks core network elements).
- **Provider Core Device (P):** Device controlled by Lumos Networks that is physically located in a Lumos Networks facility. P devices interface directly with PE devices and other P devices.

Lumos Networks will provide individual physical interfaces (Private UNIs) for each LAN number provided by the WV EBA. These will be copper interfaces. All UNIs will be configured at a physical rate of 1Gb allowing for WV EBA to change EVC speeds as required. Each LAN number provided by WV EBA corresponds to the EVC number provided by Lumos Networks and will be configured to a speed equal to or greater than the LAN speed provided by WV EBA. Below, a high level network topology diagram of the Layer 2 Ethernet network Lumos Networks will provide to the three WV EBA and two WVNET sites:

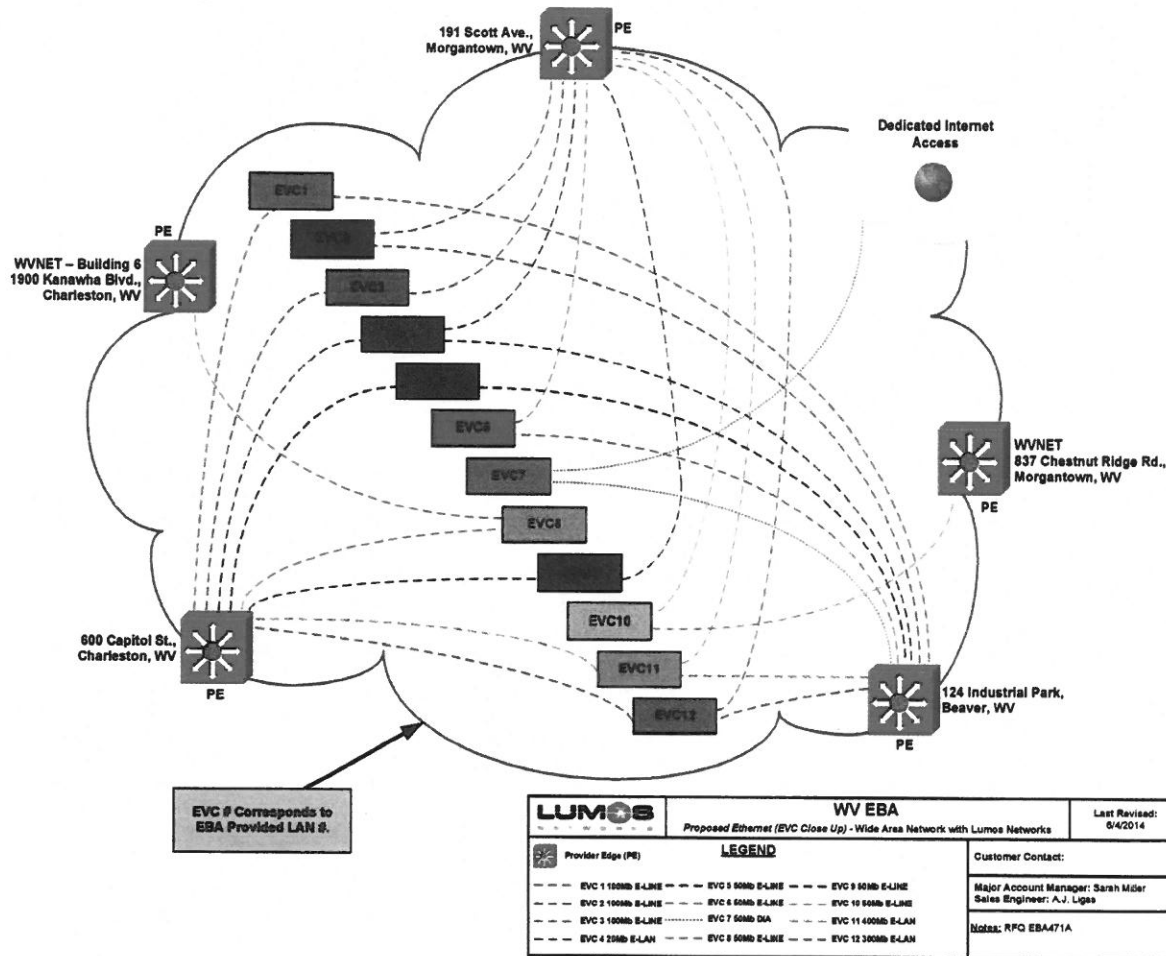


LUMOS		WV EBA	Last Revised:
		Proposed Ethernet - Wide Area Network with Lumos Networks	6/4/2014
Provider Edge (PE) Customer Edge (CE) Ethernet Transport SONET Transport T1 Transport		LEGEND --- Layer 2 --- Layer 3 DIA - - - - - Voice	Customer Contact: Major Account Manager: Sarah Miller Sales Engineer: A. J. Lippa Notes: RFG EBA #1A, EVC # Corresponds to EBA Provided LAN #

Below, a detailed list of WV EBA locations (including WVNET locations), corresponding WV EBA and Lumos Networks LAN/EVC number, the service type, UNI speed, and EVC speed.

Location	LAN / EVC Number	Service Type	UNI Speed	EVC Speed
WV EBA Beckley / Beaver	1	E-Line	1Gb	100Mb
	2	E-Line	1Gb	100Mb
	4	E-LAN	1Gb	20Mb
	5	E-Line	1Gb	50Mb
	6	E-Line	1Gb	50Mb
	7	DIA	1Gb	50Mb
	11	E-LAN	1Gb	400Mb
	12	E-LAN	1Gb	300Mb
WV EBA Charleston	1	E-Line	1Gb	100Mb
	3	E-Line	1Gb	100Mb
	4	E-LAN	1Gb	20Mb
	5	E-Line	1Gb	50Mb
	8	E-Line	1Gb	50Mb
	9	E-Line	1Gb	50Mb
	11	E-LAN	1Gb	400Mb
	12	E-LAN	1Gb	300Mb
WV EBA Morgantown	2	E-Line	1Gb	100Mb
	3	E-Line	1Gb	100Mb
	4	E-LAN	1Gb	20Mb
	6	E-Line	1Gb	50Mb
	9	E-Line	1Gb	50Mb
	10	E-Line	1Gb	50Mb
	11	E-LAN	1Gb	400Mb
	12	E-LAN	1Gb	300Mb
WVNet Charleston	8	E-Line	1Gb	50Mb
WVNet Morgantown	10	E-Line	1Gb	50Mb

Below, a high level diagram illustrates EVC paths of WV EBA locations (including WVNET locations) with corresponding WV EBA and Lumos Networks LAN/EVC number, the service type, and EVC speed.



- **Lumos Ethernet Benefits:**

- **Flexibility:** Lumos Networks Ethernet service supports point-to-point and multipoint topologies to connect sites in the manner that best suits WV EBA application needs.
- **Scalability:** Lumos Ethernet offers a range of speeds to easily accommodate WV EBA network growth.
- **Resiliency:** Lumos Ethernet includes resiliency mechanisms including Metro Ethernet ring topology to ensure traffic delivery, as well as end-to-end Quality of Service (QoS) options for traffic prioritization across the entire Lumos network path.
- **Standards Compliant:** Lumos Ethernet is MEF-certified to ensure that the service interoperates smoothly with WV EBA existing networks.



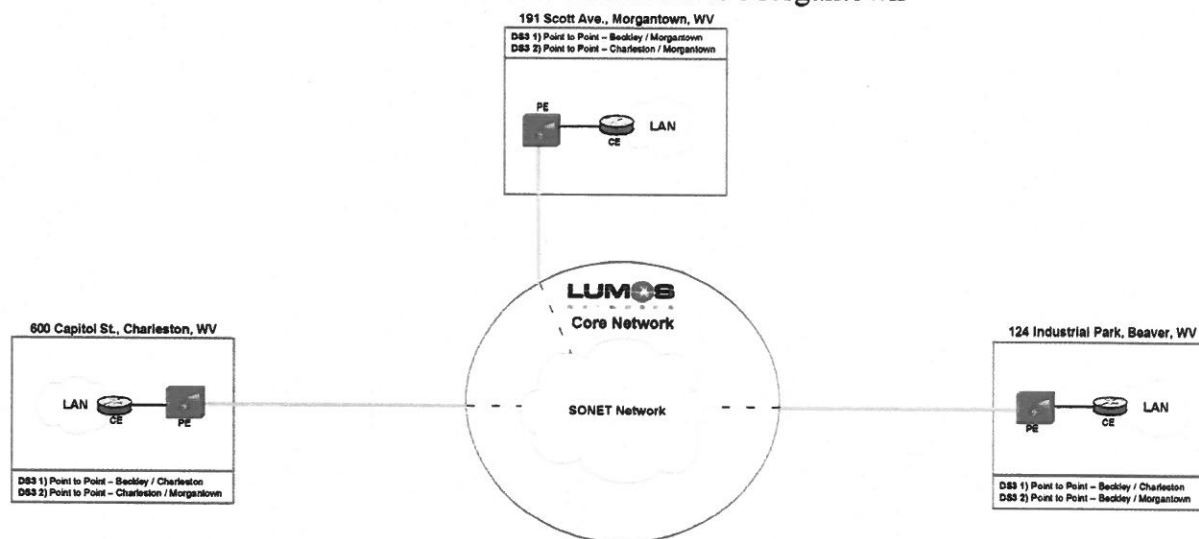
Digital Signal 3 (DS3) Network:

Lumos Networks Private Line services offer high-speed, private, point-to-point circuits to allow WV EBA data, voice, and video to travel quickly and securely between WV EBA locations. Lumos Networks will provide three West Virginia Educational Broadcasting Authority (WV EBA) locations DS3 Private Line Point-to-Point connections between each location.

- **Security:** With Private Line, only WV EBA information travels across the link so it stays safe and secure.
- **Performance:** All of the bandwidth on a Private Line is WV EBA for maximum speed and throughput (45.736Mb).
- **Customizable:** Private Line service gives WV EBA control over the protocols and bandwidth priority used on the circuit so WV EBA can customize traffic and capacity.
- **Resilience:** Private Line circuits are protected by the inherent resiliency of the Lumos Networks fiber optic network.

Below, a high level network topology diagram of the Private Line DS3 Network Lumos Networks will provide to the three WV EBA sites:

- **DS3 1:** Private Line Point-to-Point Beckley to Charleston
- **DS3 2:** Private Line Point-to-Point Beckley to Morgantown
- **DS3 3:** Private Line Point-to-Point Charleston to Morgantown



LUMOS		WV EBA		Last Revised:	
		Proposed DS3 - Wide Area Network with Lumos Networks		5/29/2014	
Provider Edge (PE)		LEGEND		Customer Contact:	
Customer Edge (CE)		--- Layer 2		Major Account Manager: Sarah Miller	
Ethernet Transport		--- Layer 3		Sales Engineer: A.J. Ligeas	
SONET Transport	 DIA		Notes: RFO EBA471A	
T1 Transport		--- Voice			

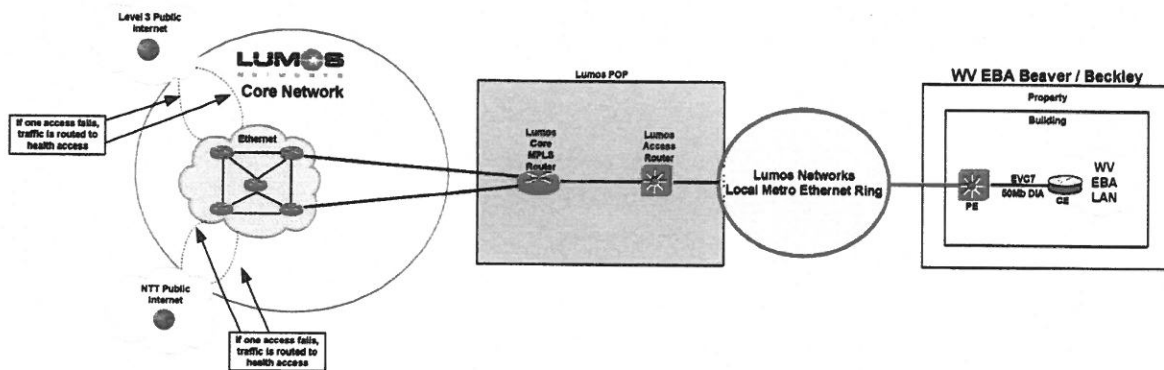
Dedicated Internet Access (DIA):

Lumos Networks Dedicated Internet Access (DIA) provides a secure, reliable connection to the Internet that has guaranteed bandwidth. Lumos Networks will provide the WV EBA Beaver/Beckley site with a 50Mb DIA connection.

- **Lumos Dedicated Internet Benefits:**

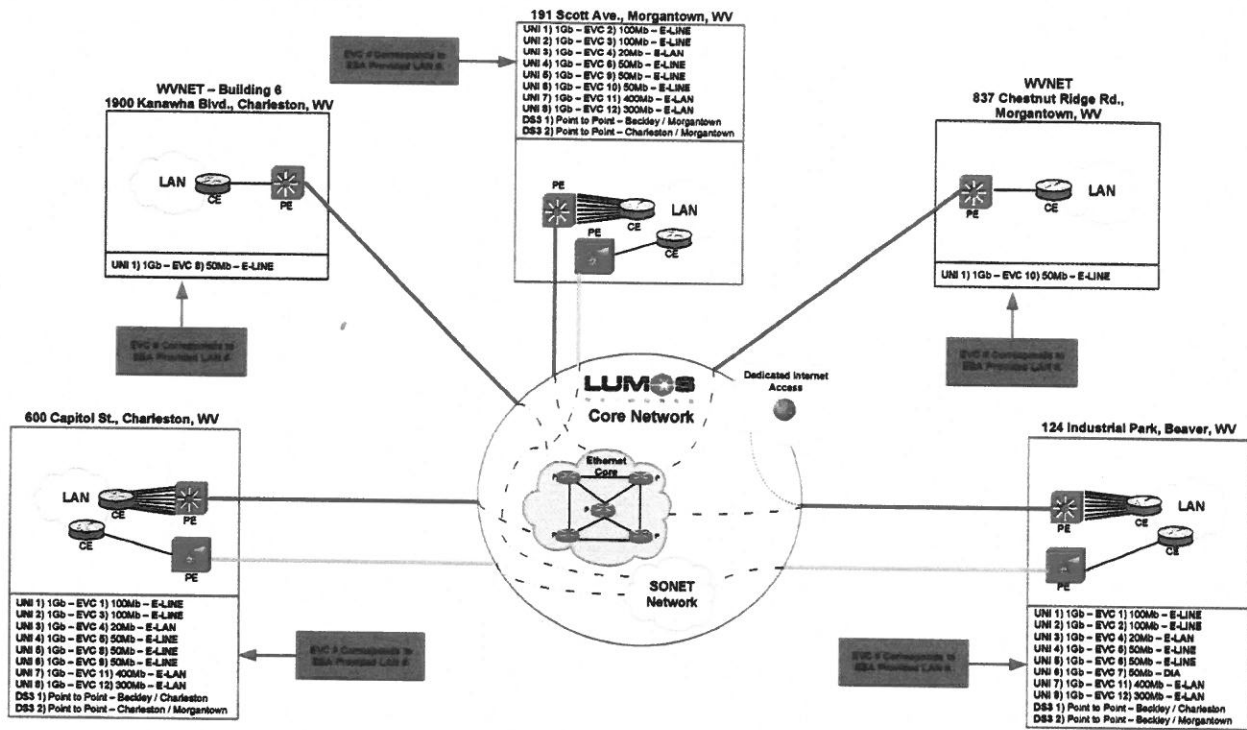
- Increases productivity by providing the reliable, high performance Internet access employees and systems need to operate every day.
- Offers scalability by supporting a range of access speeds up to 5Gb, so WV EBA can increase DIA bandwidth with ease.
- Synchronous Upload and Download – Internet upload and download speeds are the same, enabling consistent access performance.
- Bandwidth Scalability: Resiliency: Lumos Networks DIA is delivered over an Active Optical Network (AON) and implemented with ring topology, both of which protect your Internet access with re-routing capability. For additional resiliency, DIA uses carrier-class equipment, with battery backup, at WV EBA premises.
- Carrier-Class Service Level Agreement (SLA): Lumos Networks provides carrier-class SLAs for service availability.






Lumos Networks Dedicated Internet Access (DIA)



Ethernet and DS3 Total Solution for WV EBA:

Lumos Networks total solution for West Virginia Educational Broadcasting Authority (WV EBA) includes three WV EBA locations to be connected by Lumos Networks Ethernet, two West Virginia Network (WVNET) locations to be connected by Lumos Networks Ethernet, and three Lumos Networks Private Line DS3 Point-to-Points connecting three WV EBA sites. The below high level network topology diagram illustrates the complete solution offered by Lumos Networks to the WV EBA:



LUMOS NETWORKS		WV EBA		Last Revised: 8/11/2014	
Proposed Ethernet & DS3 - Wide Area Network with Lumos Networks					
LEGEND				Customer Contact:	
	Provider Edge (PE)			Major Account Manager: Sarah Miller	
	Customer Edge (CE)	--	--	Layer 2	Sales Engineer: A.J. Lipas
	Ethernet Transport			Layer 3	
	SONET Transport			DIA	
	T1 Transport			Voice	
				Notes: RFG EBA471A, EVC # Corresponds to EBA Provided LAN #	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/01/2014

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

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

PRODUCER BB&T - Barger Insurance 113 S. Wayne Avenue PO Box 700 Waynesboro, VA 22980	CONTACT NAME:	
	PHONE (A/C, No, Ext): 540 946-6100	FAX (A/C, No): 8886324225
INSURED Lumos Networks Operating Company Att: Pam Adams, Mgr. of Treasury P O Box 1068 Waynesboro, VA 22980	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	NAIC #: 19682
	INSURER B: Hartford Casualty Insurance Com	29424
	INSURER C: Navigators Insurance Company	42307
	INSURER D: Cincinnati Insurance Company	10677
	INSURER E: Ohio Casualty Insurance Company	24074
	INSURER F: Hartford Ins Co of the Midwest	37478

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		14UUNZI5920	10/31/2013	10/31/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		14UENZ16110	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		14RHUZI6127	10/31/2013	10/31/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	14WEEG3320	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability		GA13EXC756868IV	10/31/2013	10/31/2014	\$15,000,000
D	Excess Liability		EXS0149461	10/31/2013	10/31/2014	\$5,000,000
E	Excess Liability		ECO1455176282	10/31/2013	10/31/2014	\$25,000,000

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

State of West Virginia is included as Additional Insured with respect to General Liability Coverage as per written contract.

** Supplemental Name **

Lumos Networks Operating Company
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Byron P. Barger, Jr.</i>

DESCRIPTIONS (Continued from Page 1)

Lumos Networks of West Virginia

Lumos Networks Inc.

FiberNet Telecommunications of Pennsylvania LLC

Lumos Payroll Corp.

Lumos Networks of Pennsylvania

Service Level Agreement for Metro Ethernet

LUMOS NETWORKS (herein called "Company") is committed to providing the Metro Ethernet Services customer _____ (herein called "Customer") with superior service and support. This Service Level Agreement for Metro Ethernet Services (herein called "SLA") is an agreement made between both parties specified above which provides commitments to the Customer concerning security, quality, support, uptime and performance of our Services. The provisions of the Services Agreement between the same parties, including without limitation the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, shall remain in full force and effect.

Quality - Service Availability Commitment

1. Scope: Service Availability Commitment is to have the Company's Metro Ethernet Network, as defined in the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, available 100% of the time. A 15-day "shakedown" period after initial installation of a dedicated circuit is not covered by the Service Availability Commitment in order to allow time for proper service adjustments and troubleshooting.

2. Maintenance: For purposes of notification, maintenance will be designated as one of two types — Scheduled Maintenance and Emergency Maintenance. Scheduled Maintenance is any maintenance at the LUMOS NETWORKS hub to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or is otherwise scheduled according to the Customer's or Company's request and is mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance. Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

3. Process: At Customer's request, Company will track and calculate Customer's Network Unavailability within a calendar month. Network Unavailability consists of the number of minutes that the LUMOS NETWORK or a Company-ordered data circuit was not available to Customer and includes unavailability associated with any maintenance at the LUMOS NETWORKS hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if Company notifies Customer of the outage in accordance with the Outage Reporting Commitment set forth below, or if Customer opens a trouble ticket with the Company's Network Control Center ("NCC") within five (5) days of the outage. This Network Unavailability SLA provision will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control).

4. Remedy: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated

charges for one full day of the monthly fee for the Service with respect to which the Service Availability Commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

Uptime - Outage Reporting Commitment

1. Scope: The Outage Reporting Commitment is that notification that will be sent to Customer within 15 minutes after Company's determination that Customer's Service is unavailable. Company's standard procedure is to periodically probe Customer Premise Equipment (CPE); Accordingly, CPE must be set up to respond to probe. Otherwise, no outage notification will be sent and Outage Reporting Commitment remedies will not be applicable. If Customer's network does not respond to periodic pings, Company will deem service unavailable and will contact Customer's designated point of contact.

2. Process: The Outage Reporting Commitment is applicable only to Metro Ethernet Services provided in the contiguous United States and is applicable only if Customer opens a trouble ticket with Company's Repair Operations Center within five days of the outage. Customer is solely responsible for providing Company accurate and current contact information for Customer's designated and authorized points of contact. Company will be relieved of any obligation under this Outage Reporting Commitment if the authorized Customer contact information is out-of-date or inaccurate due to Customer's action or omission or if Company's failure is due to reasons of force majeure (conditions beyond Company's control).

3. Remedy: If Company fails to meet the Outage Reporting Commitment, upon Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Outage Reporting Commitment has not been met; Customer may obtain no more than one credit per day, irrespective of how often in that day Company failed to meet the Outage Reporting Commitment. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service.

Mean Time to Repair (MTTR)

1. Process: At Customer's request, Company will calculate the mean time that was taken by Company to make repairs within a calendar month. MTTR is calculated as the monthly average time taken to repair all trouble tickets required to return Service to a Network Availability status. The length of each Network Unavailability instance on a specific Service is totaled at the end of each billing month and divided by the corresponding number of Network Unavailability instances for the Service for that month.

2. Remedy: If the MTTR is more than 4 hours in one billing month, at Customer's written request, Customer's account shall be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service for which the MTTR has not been met; Customer may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service. A 15-day "shakedown" period after initial installation of a dedicated circuit is not covered by the MTTR Availability Commitment to allow time for proper service adjustments and troubleshooting.

Metro Ethernet Network Performance Commitment:

Lumos Networks provides the following network performance parameter guarantees for supported Metro Ethernet network segments:

Frame Delay (Latency) Guarantee

The Lumos Networks Data Network Average Round-Trip frame delay (Latency) shall be twenty (20) milliseconds or less. "Average Round- Trip Latency," with respect to a given month, means the average time required for round-trip packet transfers between POPs on the Lumos Network during such month, as measured by Lumos Networks.

Inter Frame Delay (Jitter) Guarantee

The Lumos Networks Data Network Inter-Frame Delay (Jitter) on a Metro Ethernet circuit shall be less than 1% on the average in a given month, as measured by Lumos Networks.

Packet Loss Guarantee

The Lumos Networks Data Network Packet Loss on a Metro Ethernet Circuit shall be less than .0001% on the average in a given month, as measured by Lumos Networks.

Process: For all Lumos Networks Network performance parameter claims, customers must file a trouble ticket with Lumos Networks NCC within five (5) days of the network issue to indicate which performance metric guarantee they would like to have reviewed for their circuit SLA claim. The Customer should specify which parameter(s) are being claimed, and provide specific circuit information. After the claim is received, Lumos network personnel will review the status of the circuit and perform the necessary testing to determine if the requested parameter(s) are being met.

Remedy: For each failure to meet a network performance metric listed above in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service for which the Network Performance Guarantee has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

Limits on Scope of Support

The commitments contained in this SLA do not cover Customer-provided platforms, software, or services, and do not cover Customer caused failures or other conditions beyond Company's control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the Commitments in the SLA include, but are not limited to: desktop workstation support; issues arising from Customer failing to notify Company in a timely manner of connectivity issues or of changes to authorized Customer contact information; issues arising from Customer failing to grant Company timely access to network equipment located on Customer's Premises as requested by Company for addressing service requirements; and connectivity issues involving

Customer-initiated maintenance and/or Customer's cabling, hub, router, and/or server infrastructure. Fiber cuts on lateral network segments are not covered by the 100% availability SLA guarantee. SLA guarantees will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control). Fiber cuts on lateral network segments are not covered by the 100% availability SLA guarantee.

Customer Responsibilities

Customer agrees to fulfill the following responsibilities: report all problems using the reporting procedure detailed within this SLA; provide input on the quality and timeliness of support; notify Company in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to Customer contact information for purposes of coordination in problem resolution; provide accurate information for Customer account information; and implement the minimum security requirements specified by the Company.

Service Level Agreement for Dedicated Internet Service over Metro Ethernet, for customers purchasing Dedicated Internet service and Metro Ethernet Services from Lumos Networks.

LUMOS NETWORKS (herein called "Company") is committed to providing the Dedicated Internet Services customer _____ (herein called "Customer") with superior service and support. This Service Level Agreement for Dedicated Internet over Metro Ethernet Services (herein called "SLA") is an agreement made between both parties specified above which provides commitments to the Customer concerning quality, support, uptime and performance of our Services. The provisions of the Services Agreement between the same parties, including without limitation the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, shall remain in full force and effect.

Quality - Service Availability Commitment

1. Bandwidth Availability Guarantee: Company will guarantee the availability of the amount of Dedicated Internet bandwidth as specified in the purchase agreement at the Dedicated Internet port on the Lumos provided Metro Ethernet equipment. Speeds measured at other ports, or on other equipment do not qualify for SLA Guarantee credits.
2. Scope: Service Availability Commitment is to have the Company's Dedicated Internet Bandwidth over Metro Ethernet Network, as defined in the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, available 100% of the time. A 15-day "shakedown" period after initial installation of a dedicated circuit is not covered by the Service Availability Commitment in order to allow time for proper service adjustments and troubleshooting.
3. Maintenance: For purposes of notification, maintenance will be designated as one of two types — Scheduled Maintenance or Emergency Maintenance. Scheduled Maintenance is any maintenance at the LUMOS NETWORKS hub to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or is otherwise scheduled according to the Customer's or Company's request and is mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance. Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.
4. Process: At Customer's request, Company will track and calculate Customer's Dedicated Internet Bandwidth Availability within a calendar month. Bandwidth Unavailability consists of the number of minutes that the LUMOS NETWORK Bandwidth was not available to Customer and includes unavailability associated with any maintenance at the LUMOS NETWORKS hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Bandwidth Unavailability only if Company notifies Customer of the outage in accordance with the Outage Reporting Commitment set forth below, or if Customer opens a trouble ticket with the Company's Networks

Control Center ("NCC") within five (5) days of the outage. This Bandwidth Unavailability SLA provision will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control).

5. Remedy: For each cumulative hour of Bandwidth Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service for which the Service Availability Commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

Mean Time to Repair (MTTR)

1. Process: At Customer's request, Company will calculate the mean time that was taken by Company to make repairs on Dedicated Internet Service within a calendar month. MTTR is calculated as the monthly average time taken to repair all trouble tickets required to return Service to a Bandwidth Availability status. The length of each Bandwidth Unavailability instance on a specific Service is totaled at the end of each billing month and divided by the corresponding number of Bandwidth Unavailability instances for the Service for that month.

2. Remedy: If the MTTR is more than 4 hours in one billing month, at Customer's written request, Customer's account shall be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service for which the MTTR has not been met; Customer may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service. A 15-day "shakedown" period after initial installation of a dedicated circuit is not covered by the MTTR Availability Commitment in order to allow time for proper service adjustments and troubleshooting.

Limits on Scope of Support

The commitments contained in this SLA do not cover Customer-provided platforms, software, or services, and do not cover Customer caused failures, force majeure events, or other conditions beyond the Company's control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the Commitments in the SLA include, but are not limited to: desktop workstation support; issues arising from Customer failing to notify Company in a timely manner of connectivity issues or of changes to authorized Customer contact information; issues arising from Customer failing to grant Company timely access to network equipment located on Customer's Premises as requested by Company for addressing service requirements; and connectivity issues involving Customer-initiated maintenance and/or Customer's cabling, hub, router, and/or server infrastructure. Fiber cuts on lateral network segments are not covered by the 100% availability SLA guarantee.

Customer Responsibilities

Customer agrees to fulfill the following responsibilities: report all problems using the reporting procedure detailed within this SLA; provide input on the quality and timeliness of support; notify Company in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to Customer contact information for purposes of coordination in problem resolution; provide accurate information for Customer account information; and implement the minimum security requirements specified by the Company.

Thank you for your time as I introduce you to **Lumos Networks Platinum Customer Care**. We will be working closely with Sarah Miller, your Major Account Manager, to ensure that your customer experience is world class.

Privileges reserved for Platinum Care Customers:

- **855-586-6769 (855-LUMOSNW)**. A dedicated service number to provide faster responses and priority actions. This number places your call at the front of our 24x7 call center queue.
- **A specialized advocacy team** to manage and give priority to your businesses account changes, billing questions or service issues.
- **Bi-annual account review sessions** to ensure your requirements are being met and to understand your growing business needs.
- **Expedited Feature Changes and Billing needs** to address immediate needs in our ever changing environment, email requests directly to consumersupport@lumosnet.com

On behalf of Team Lumos, we appreciate your business and look forward to proactively partnering on ideas to architect network solutions to help your business grow.

With best regards,

Marta Puffenbarger
Platinum Customer Care Advocate
855-586-6769 (855-LUMOSNW)
Office: (540) 941-6784

Platinum Care Escalation List

1st Level

Consumer Support
consumersupport@lumosnet.com
866-710-2243

2nd Level

Pam McGown
Regional Manager, Complex Billing
mcgownp@lumosnet.com
Office/Mobile: (540) 949-5229

3rd Level

Tiffany Mondillo
Director Sales Operations
mondillot@lumosnet.com
Office: (540) 946-6873