

# CRFQ 0212 SWC2200000012 Technical Proposal

Prepared exclusively for the State of West Virginia



**PRESENTED BY:**

TouchTone Communications and MethodOne Communications

**TouchTone**  
communications

**METHOD** 1  
COMMUNICATIONS

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46/16/2022

State of West Virginia  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

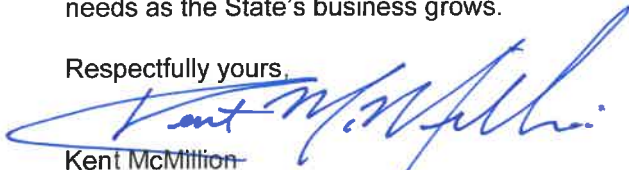
To Whom it May Concern:

Thank you for the opportunity to be invited to the RFQ process for your statewide Wide Area Network (WAN). As an incumbent of existing telecommunication contracts with the State of WV, we understand the delicate nature of providing services to the State of WV and are excited to leverage our experience to provide a solid and flexible WAN solution. Within the response, we show several ways how the State can improve its current WAN design, while incorporating multi-carrier redundancy, enhancing network security, and achieving overall high standards of State services while keeping pricing at competitive levels.

The opportunities outlined in this RFQ response can help the State of West Virginia meet its key telecommunications and financial objectives in 2022 and beyond. We hope that you will be pleased with our recommendations and view this RFQ response as a unique opportunity for the State of West Virginia, Method One and TouchTone Communications to continue our successful relationship.

Beyond this information we want to offer our continued personal commitment to service the State of West Virginia and we will work closely with the State to ensure that promises are kept and that we meet your needs as the State's business grows.

Respectfully yours,



Kent McMillion  
Method One Communications

## Executive Summary

Method One Communications and TouchTone Communications are pleased to submit our proposal to the State of West Virginia for WAN Services.

This proposal is submitted from a joint team of Method One Communications, a multi-faceted communications company, located in Charleston, West Virginia, and TouchTone Communications, a nationwide integrated communications provider. Below, we have provided credentials of all parties involved to highlight how our robust team will provide the State of West Virginia with the products, services, and competitive pricing they desire.

Method One Communications is a West Virginia based telecommunications company that concentrates on the coordination, consulting, and management of the entities which make up organizations' telecommunications expenses. Method One Communications uses its vast knowledge of the telecom industry to ensure that vendor services are selected, contracted, provisioned, and supported in a manner which optimizes industry capabilities to fully address the telecommunication needs of their customers. As a bonus to this extensive and in-depth coordination and consulting, Method One Communications will act as the customer's "Project" manager on an ongoing basis to ensure that customers stay abreast of all industry changes that may affect the customer's bottom line. Method One Communications is a local distributor and authorized channel partner of TouchTone Communications. As a local distributor, Method One Communications will be responsible for managing the relationship between the State of West Virginia, the customer, and TouchTone Communications, the provider.

TouchTone Communications will be responsible for providing the State of West Virginia with a complete WAN service solution that includes a Primary Dedicated Internet Access and a secondary Internet service (via diverse carrier Fiber, Broadband or Ethernet of Fixed Wireless (EoFW)), LTE/5G/4G access, managed SD-WAN with Security with management tools. This service solution includes provisioning, activation, billing, customer service and support, as well as emergency contacts to address any of the State of West Virginia's service issues on a 7x24 hour basis. TouchTone Communications has almost 30 years of experience in providing quality telecommunications services exclusively to the marketplace through its authorized distributors. TouchTone Communications continues to expand in size and offerings to incorporate all the advanced telecom products into its product portfolio to service customers effectively. TouchTone Communications works closely with several telecom service providers and manufacturers to bundle services together to provide one comprehensive service solution.

TouchTone Communications will utilize Advantage Technology, a local WV IT service and solution provider with over 20 years of experience and offices in Charleston, Clarksburg, Huntington, Martinsburg, Morgantown, and Parkersburg, WV. Advantage Technology will be our "feet on the ground," providing all onsite equipment installation, wiring, and extended DMARC of circuits related to the WAN contract. With over 80 technicians, they are able to support emerging areas of information technology and have dedicated resources to specific disciplines, rather than average computer generalists. Their focus and innovation enable them to support over 800 companies and continue to expand cutting edge areas of information technology.

Collectively, our team, heavily invested in local WV partnerships, has vast experience dealing with the State of WV, successfully deploying various State contracted technology services and continues to support those solutions today. Our team is capable of engineering and handling any size project with grace and care. Through top-tier carrier relationships and manufacturers, we integrate multi-carrier, redundant and secure solutions while maintaining competitive rates. Our strong carrier relationships provide customers with the ability to receive prompt and competent provisioning and activations.

Billing capabilities have been customized for the State of West Virginia that provides State Agencies and the West Virginia Office of Technology with an easy-to-read 2-color electronic invoice; complete with a suite of in-depth management reporting. Customer care, simplicity of billing, and support remain at the forefront of the corporate philosophy for Method One Communications and TouchTone Communications as the State of West Virginia's vendor. relationships among departments to provide the ultimate product delivery and customer service experience.

## Overview Proposed WAN Solution

As a technology aggregator, TouchTone understands the importance of carrier and technology diversity. In designing the network for 70+ Central Alarm Monitoring companies throughout the US, we built each of the Central Alarm Monitoring company's network with at least two different carriers and even diversified the local entrance to their facilities. If one carrier's network has an outage, service immediately traverses over the secondary diverse network. Our philosophy on designing a network is to not build for IF an outage occurs, but instead WHEN an outage occurs so that the customer is not impacted at any point.

TouchTone Communications proposes a statewide Wide Area Network (WAN) that utilizes robust SD-WAN devices at each of the listed locations. All sites will be managed by the customer and TouchTone by a web interface to allow site visibility and network management. Each SD-WAN device will provide WAN IP, load balancing, security, and WAN management. Connected to each SD-WAN device is a primary dedicated internet circuit, a carrier diverse and redundant secondary circuit, and a tertiary 4G/LTE service. \*See attached Technical Diagram.

Our proposed WAN solution uses reliable and proven manufacturers for equipment and security as well as multi-carrier redundant internet connections at each site to always keep service up and active. The custom individual site use of Ethernet, Fiber, Ethernet over Fixed Wireless (EoFW), Broadband or 4g/LTE/5G with various carriers, allows the State of WV to have availability of internet service mediums across the state. This is a far superior technical design to the single carrier options because it allows each site to control the traffic between each of their independent internet options whereas the single carrier option only assumes that redundancy is in the carrier's own network.

TouchTone and Method One will take an active role in designing, implementing, provisioning, and supporting all aspects of the project. Dedicated Sales Engineers, Provisioners, and Support Managers will be assigned to the State of WV WAN contract. Advantage Technology, a local WV I.T. vendor, will be onsite for each of the SD-WAN installations, will assist in the requested wire extensions, and provide onsite testing in the even troubleshooting is needed. TouchTone, Method One, and Advantage Technology maintain that being responsive and support-oriented is key to building a strong relationship with the State of WV.

### Experience

Method One Communications in conjunction with Advantage Technology have provided similar deployments to commercial, local governments and State entities throughout the State of West Virginia and the United States with a collective Statewide footprint for technical services regionally located in Charleston, Clarksburg, Huntington, Martinsburg, Morgantown and Parkersburg, WV. These projects

include the State of West Virginia Long-Distance contract, The West Virginia Supreme Court of Appeals, and the K-12 contract providing computer related Network needs to every school district in the State.

Project References are provided in the "References" section and Technical Staff qualifications can be viewed at: <https://www.advantage.tech/about>

## Response to Part 1: Technology Service and Solution for Ethernet WAN

### Ethernet WAN Service and Equipment:

TouchTone Communication's WAN solution will utilize SD-WAN supported equipment at every site. Software-Defined Wide Area Networking (SD-WAN) is a centrally controlled and managed WAN virtualization. SD-WAN delivers increased network agility, reduced costs, and allows for multiple technologies (Broadband, DSL, MPLS, fiber and cellular) to be integrated into a single device and used at the same time for singular WAN service or site to site secure connectivity. Some of the benefits of SD-WAN are it allows for VoIP and video at the lowest latency link, intelligent failover, and active/active configurations.

TouchTone Communications will be responsible for the set-up, service continuity, and any internet service provided and connected through SD-WAN supported equipment. The equipment can be fully managed by TouchTone or by the customer. The equipment models deployed at each site by TouchTone will be determined by several factors such as the requested bandwidth speed, availability of equipment, and use. At a minimum, the selected device will support the requested throughput speeds listed in the site list. At most locations, the device deployed will be a new Peplink Balance 310x. TouchTone selected this robust device due to its high capacity of users, 2.5Gbps throughput and the built-in wireless LTE integration. **SEE EQUIPMENT DEVICES FOR ADDITIONAL INFORMATION**

All SD-WAN sites will be monitored and managed via a cloud-based portal that allows for configuration control, VPN building and network monitoring of WAN connections. **SEE EQUIPMENT DEVICES FOR ADDITIONAL INFORMATION**

\*See included SLAs for SD-WAN services.

### Internet Service:

TouchTone Communications will provide Dedicated Internet Access (DIA) as a primary internet service at the requested address DMARC point. DIA speeds on the primary internet service will be at minimum the speeds requested within the provided address list. TouchTone will deliver the primary circuit as wireline Ethernet or Fiber, barring no unforeseen construction issues or availability. The carrier of the circuit will be determined by several factors including location, availability, distance to local CO and diversity from secondary circuit.

TouchTone will also provide a secondary Internet circuit that will be diverse from the carrier of the primary circuit, where available. The secondary circuit will be a broadband circuit with a minimum download speed requested for each address provided. Upload speeds may vary. The carrier of the circuit will be determined by several factors including location, availability, distance to local CO and diversity from the primary circuit. Internet Service at each site will be monitored by the customer and TouchTone via the SD-WAN portal. The SD-WAN provides WAN quality and bandwidth usage with graphical reports, detailed logs of network events and operations. TouchTone will also abide by the attached DIA SLAs for the primary dedicated service.

\*See attached DIA SLAs

**4G/5G Wireless Service:**

TouchTone will provide the State of WV 4G/LTE/5G wireless service at every location requested in the RFP as part of the overall WAN design. Speeds of the 4G/LTE/5G will be chosen by the location and will include unlimited data and no throttling. TouchTone will coordinate the installation and management of the wireless service. TouchTone will load carrier SIM in each of the SD-WAN devices where 4G/LTE/5G is the secondary or temporarily the primary internet source.

**E-RATE:**

TouchTone is an active participant in the E-RATE program. All TouchTone FCC filings are current and up to date. FCC Form 498 and 473 are certified and all our 499Q's and 499A's are filed and current. We have many clients that are currently being reimbursed by TouchTone for their E-RATE spending. TouchTone is officially listed in the Red-Light Status with USAC (Universal Service Administration Company) but has entered into a plan to be current in green light during the term of this contract.

TouchTone can reimburse WV as they are approved for USAC funding and any plan in place with USAC does not affect our ability to reimburse customers for their approved discounts.

Below outlines the process for a standard E-RATE customer. Once WV submits the proper paperwork/forms to USAC for approval of the discounted rate for the current funding year, they will submit an FCC Form 463. USAC in turn notifies the provider (TouchTone) that Form 463 is in our portal and ready for review and approval. Once we review and confirm that the customer has submitted correctly, we will approve Form 463. The approved discount will be credited to TouchTone on our next USAC monthly invoice. Once we have confirmed that we have received the proper credit from USAC, we will issue the check to the customer.

## **Response to Part 2: Vendor Ethernet WAN Services Migration Plan**

### **Project Management Team**

TouchTone Communications is committed to assigning a Project Management Team that will be equipped with our most senior and brightest team members. The Project Management Team that will be customer facing will consist of Assigned Project Managers, Sales Engineer, and Dedicated Support Managers.

Carey Fancher, the current Dedicated Support Manager (DSM) for the State of WV Long Distance Contract will be assigned as the Lead Project Manager and DSM for the WAN account. Max Caponegro, Channel Sales Manager, will also assist Carey Fancher and serve as a Project Manager for the State of WV. Max Caponegro was assigned as the Project Manager for the initial migration and setup of the State of WV LD contract.

The Method One Communications Executive Customer Care Team will be the local presence during all phases of the order and account support including developing the Operation Plan. Kent McMillion, President of Method One Communications and Peggy Johnson will be assigned as the Local Project Managers and have vast experience dealing with the State of WV.

TouchTone Communications and Method One have 10+ years' experience dealing with a previous WV State contract for Long Distance and understand the complex and delicate nature of managing a project this size.

### **Operation Plan**

The Project Management Team along with the Method One Executive Team and local WV technicians, will be involved in building a road map or Operation Plan within 60 days of winning the contract. We will devise a plan with input from the State of WV during scheduled in-person meetings and conference calls and will include feedback from our SD-WAN specialists, local site technicians, dedicated provisioners, carrier specialists, and engineers. Individual sites in Appendix A will be prioritized for each of the selected services: DIA, EoFW, broadband, SD-WAN and CPE deployment and LT/5G/4G services. Priority of site conversions will be based on design, immediate service requirements, expected individual site delays, and equipment procurement time frame.

A final detailed project management plan will be delivered to the State of WV for approval. The project management plan will include details such as project charter, issue tracking, SOW and WBS, schedules, etc. in accordance with PMBOK standards. The basis of the plan will involve each site going through a full provisioning process. The Lead Project Manager will track and provide written reports of the status of each site implementation and priority schedule according to the Individual Site Provisioning Plan.

\*See supplied Individual Site Provisioning Plan

The project management plan will include the list of sites to be fully converted to the new WAN environment. Sites will be prioritized as mentioned in the Operation Plan, to stagger site turn-up and to not overwhelm State and TouchTone resources converting each site. It is important to note that there can be many unforeseen variables related to carrier design, construction delays, and equipment procurement delays. All sites will need to be ordered from the various carriers within the first 90-120 days of completing the Operation Plan to ensure services will be installed within 365 days.

In the Individual Site Provisioning Plan, the DIA, broadband service, and LTE/5G/4G will be ordered at the same time, and the implementation of the WAN environment will be completed in two phases. The first phase will consist of Broadband, LTE, and SD-WAN equipment being installed and operational within 45 days of ordering service. Once installed and tested, WVOT can then submit a TCR to the incumbent provider to disconnect services, which we assume would take 30 days for the incumbent to process. TouchTone has agreed to not bill the State for the Broadband, LTE or SD-WAN for the initial 30 days of an individual site's service to avoid double billing for the existing and new WAN services during the conversion period. This initial 30-day grace period also allows the State ample time to gracefully migrate and test individual sites to the new WAN service to mitigate any gaps in service.

The second implementation phase at each site will occur when the Dedicated Internet Service is installed and tested. We expect the DIA to be installed within 30-45 days after the completion of the first phase. Once ready for turn-up, the DIA service will be plugged into the current SD-WAN environment installed in the first phase and billed upon acceptance.



## Response to Part 3: Service and Support for WAN and DIA and 4G/5G Services

### Local On-Site Entry

TouchTone utilizes trusted carrier partners and local vendors to install services. Carrier on-site technicians handle their business with the utmost professionalism and care. TouchTone will also contract local WV vendors, such as Advantage Technologies, who currently have existing State of WV contracts and follow all government protocols. TouchTone and the vendor agrees to all mandatory requirements defined in section 4.3.2.3.14 through 4.3.2.3.18.

For circuit delivery, SD-WAN installation, and any additional wiring requested, local access is required to gain entry to the telco DMARC and/or extended DMARC points. TouchTone's carrier partners and local technical vendors will be notified of the 72 hours' notice requirement prior to arriving and will comply with all State laws and Agency policies including ones specific to a location when entering the facility. We understand that there are emergency situations that may require entry to government facilities prior to 72 hours' notice and our vendors will follow all government directives to do so.

### Support and Communications

TouchTone Communications and Method One Communications pride ourselves on our support structure. We believe communication is key to form a solid relationship between TouchTone, Method One and the State of WV. We expect to reserve weekly meetings with the State during the first year to cover project management, provisioning, orders, and forecasting. We are also flexible in setting up other recurring meetings related to billing, TCRs, service, and support. Most importantly, we will be at the disposal of the State and anytime a meeting is requested, we will prioritize such a meeting and in person if needed via Method One.

Per the State's requirements, the State of WV will be provided with the Account Team Members below:

- Account Support Representative – [Carey Fancher, Senior Dedicated Service Manager](#)
- Technical Support Representative – [Israel Maldonado, Network Support Manager](#)
- Solution Implementation Support Representative – [Carey Fancher, Senior Dedicated Service Manager](#)
- W.V. Engineering and Planning – [Jonathan Knight, Customer Solutions Director \(Advantage Technology\)](#)
- Contract Manager – [Gary Glodek, Senior Vice President & COO](#)
- Billing Support Representative – [Christina Bentley, Billing Manager](#)
- Security/Compliance Specialist – [Dan Velez, Compliance Manager](#)
- Project Manager – [Max Caponegro, Channel Sales Manager](#)

### Trouble Reporting and Maintenance

As with our other State of WV contracts, the same support structure will exist for the WAN contract including our 24x7x365 NOC and Support Center. TouchTone proactively monitors all SD-WAN equipment and circuits attached. If at any time we see a circuit down or a non-responsive piece of equipment, a notification will be sent automatically to the listed customer contacts. TouchTone will then open a ticket with the site and go through trouble reporting procedures below.

Below is the process for WV opening a Trouble Ticket.

- To open a Trouble Ticket 24 Hours a Day, 7 Days a Week, 365 Days a Year, please call our Customer Care Support Group at **304-720-6460** or **888-720-6460** or use the following e-mail addresses that correspond to the inquiry:
  - [stateofwv@method1.net](mailto:stateofwv@method1.net)
  - [customercare@method1.net](mailto:customercare@method1.net)

Please have the following information ready for your Customer Support Specialist when you call in a trouble report:

- Billing Telephone Number, Agency Number, or Billing Group ID.
- Circuit ID, SD-WAN or Service Identification
- Contact Name & Contact Number (On Site)
- Access Hours and Availability
- Description of Problem
- Method One Communications will provide you with a System Trouble Ticket number to be used in reference to follow-up, through conclusion, for the open service issue.
- By providing the information requested above we will be able to process & investigate your request more expeditiously and completely.
- Method One Communications will then work with the State to provide a proactive response/update time frame through to the conclusion of the service issue
- Method One Communications will internally escalate to TouchTone Communications' Management and Sr. Management based on the hours and severity of the open service issue
- Standard Response/Escalation Timeframes are as follows:

Service Impact Escalation	Criteria <i>*For Switched and Dedicated long distance services</i> <i>*Calling Card Services</i>	SLA Guideline
Minor	Affects less than 25% of incoming/outgoing service	<ul style="list-style-type: none"> <li>• 1 Hour Response</li> <li>• 4 Hour Repair</li> </ul>
Major	Affects more than 25% but less than 75% of incoming/outgoing service	<ul style="list-style-type: none"> <li>• 1 Hour Response</li> <li>• 4 Hour Repair/Escalation</li> </ul>
Severe	Affects more than 75% of incoming/outgoing service	<ul style="list-style-type: none"> <li>• 30 Minute Response</li> <li>• 2 Hour Repair/Escalation</li> </ul>

### Severe Outage Service Escalation Levels

Level	Escalation	Contact	Phone Numbers
<b>Level 1</b>	0-2 Hours	Peggy Johnson Technical Services Specialist SPOC	Phone: 304-720-6460 ext. 101 888-720-6460 ext. 101 (24x7) Fax: 304-720-6461 E-mail: <a href="mailto:pjohnson@method1.net">pjohnson@method1.net</a>
<b>Level 2</b>	2 Hours	Kent McMillion Contract Project Manager	Phone: 304-720-6460 ext. 102 888-720-6460 ext. 105 (24x7) Fax: 304-720-6461 E-mail: <a href="mailto:kmcmillion@method1.net">kmcmillion@method1.net</a>
<b>Level 2</b>	2 Hours	Carey Fancher - DSM	Phone: 9737182414 E-mail: <a href="mailto:cfancher@touchtone.net">cfancher@touchtone.net</a>
<b>Level 3</b>	4 Hours	WVOT Dedicated Support	Phone: 800-900-5474 E-mail: <a href="mailto:stateofwv@method1.net">stateofwv@method1.net</a>
<b>Level 3</b>	4 Hours	Helena Pereira Manager, Business Support	Phone: 800-900-5474 ext. 4222 E-mail: <a href="mailto:hpereira@touchtone.net">hpereira@touchtone.net</a>
<b>Level 4</b>	6 Hours	Neil Morazan Director, Business Support	Phone: 866-269-8001 E-mail: <a href="mailto:touchtone@touchtone.net">touchtone@touchtone.net</a>
<b>Level 5</b>	8 Hours	Dillion Kim Director of Operations	Phone: 973-739-9300 ext. 4201 E-mail: <a href="mailto:dkim@touchtone.net">dkim@touchtone.net</a>

In the event there are multiple sites down affected by a network outage, TouchTone agrees to contact the State's engineering points of contact by phone within thirty minutes of determination of a network outage. Further written reports will be provided explaining the problem, solutions and ETTR. Once the issue is resolved, an RFO can be requested. RFOs are provided within 7-10 business days from resolution and will include outage details along with any applicable preventative measures.

TouchTone will supply the State of WV with 10 days' notice for any planned maintenance by TouchTone or TouchTone's underlying carriers. Emergency maintenance notifications will be provided within 3 days assuming there is no current outage that would require immediate maintenance to restore service. All maintenance notifications will be delivered via email to the associated contacts.

Approved WV State employees will have access to the trouble reporting site that TouchTone utilizes for any customer reported incidents. The trouble reporting tool allows for viewing updated ticket information, opening, closing and customer updating commands. The tool also sends automatic emails to ticket contacts for any updates on tickets.

### **New and Existing Order Management**

TouchTone understands that all new services or disconnected services will follow the TCR procedures. TouchTone may require additional documentation or information to complete the TCR request. Once an order is placed for service, the order will follow the Individual Site Provisioning Plan. If service is requested to be disconnected, a disconnect date will occur 30 days after the request and directions for equipment return will be supplied.

All orders will be managed by the project management group. The lead project manager will maintain a detailed report of each location's service and status. This report will be provided daily to all relevant customer team members. Web portal access to this information can also be provided upon request.

### **Billing**

All services on the WAN contract will be consolidated on one single invoice and broken out by Service Location or Entity as identified in the TCR. This would be set up the same way the State of WV is billed on the LD Contract with TouchTone Communications. The bill can be downloaded from our portal in an editable format, or a customized report can be made available upon request with specific requirements.

Some of the items TouchTone will display on the bill are: Billing Month, Billed Entity Name, Customer Name/Account (if different from billed entity), Service Location, Service Period, Circuit or Service ID, Price Sheet Billing Component (Ex. Ethernet WAN 10MB), Itemized Cost for Individual Billing Components, itemized Cost for Any One-Time or Non-Recurring Charges, Itemized Cost for Any Surcharges and Total Cost.

Billing Start Date will be defined as the date service is tested and active. On sites that have existing WAN services, TouchTone will agree to not bill the State for the first 30 days of activation so as to allow the disconnect of existing services. Please note this is on the phase 1 circuit, LTE and WAN equipment. All phase 2 circuits will start billing on the date service is tested and active. It is expected that the State will complete all internal network migrations to the new WAN within the 30-day grace period. Prorates for partial month activations and disconnects will apply. 30 days' notice is required for disconnects of any service.

## Disentanglement Acknowledgment

TouchTone agrees that in the event of expiration or termination, TouchTone shall, among other things: return all State data and documentation to the State, including but not limited to configuration information; transfer ownership of all leased equipment at no cost to the State (other than the payments already received by the Vendor under the Agreement); and, allow the State or the replacement provider(s) continued access to all billing, ordering, and trouble ticketing systems, and processes that have been employed in servicing the State, in accordance with methods and procedures to be agreed upon and established in the Agreement.

## Installation Timelines

In order to meet the States' strict 45-day provisioning period on WAN services, TouchTone agrees to have active WAN service within 45 days of order received as part of phase 1 (SD-WAN equipment, broadband and 5G/4G/LTE failover) for an individual site. Phase 2 of an individual site's WAN environment will be considered complete upon installation of the separate DIA service. TouchTone will provide an expedited cost if available at a given location. TouchTone understands that it will refund the expedite fee in full should the agreed upon expedite date not be met.

If a site requires special construction for circuit delivery, TouchTone will provide a cost and estimated time frame for the construction. TouchTone may also offer alternatives such as EoFW or 4g/5g as a primary or secondary option. Construction or alternate internet options would require approval from the State of WV prior to proceeding.

## Part 4: Security for WAN and DIA Services

TouchTone understands the importance of a secure network environment. As such, we have full, in-depth documentation related to security and cybersecurity practices within our network and our customer's network. TouchTone's confidential compliance documentation can be provided upon request. All our compliance documents are updated regularly, with revision dates notated.

Our executive team works with department directors to ensure their employees and procedures are following current and updated security policies. TouchTone performs regular security awareness training for employees, including individual security compliance testing. In addition to qualified security personnel, TouchTone also uses 3<sup>rd</sup> party security consultants to stay up to date on the latest threats and security policies.

TouchTone's extensive security policies also extend to our customers' network environment. TouchTone carrier partners of voice and data services notify our teams of any security or cyber security threats or issues as soon as they are found. TouchTone is automatically notified from preset notifications set within managed customer network equipment for various security concerns. The SD-WAN devices that will be used for most sites in TouchTone's WAN proposal have security measures at various layers. **See EQUIPMENT DEVICES FOR ADDITIONAL PEPLINK Security documentation.**

## Vendor Information

### Method One Communications, LLC (Authorized Distributor)



Founded in June 2003, Method One Communications, LLC is a Charleston, West Virginia-based company. Method One Communications is a full-service telecommunications company that offers a full array of telecommunications products and services. We are a multi-faceted communications company that is on the leading edge of technology. Our service portfolio includes Switched and Dedicated voice products, complete Data Line Circuits, Video on Demand, Internet Access and competitive Local Access pricing.

Our status as one of the industry's leading distributors and channel partners allows us to create product packages with the best prices and services from the nation's foremost carriers. Method One Communications provides a single source solution for the following telecommunications products:

- Complete network services including MPLS, private lines and SD-WAN.
- Switched and Dedicated phone services, including 1-plus and toll free outbound and inbound calling.
- Nationwide Internet Access and Web Hosting and development services.
- Customized Calling Cards.
- Wireless personal communications.
- Debit Cards (Pre-paid phone cards).
- VoIP, SIP Trunks and Hosted PBX systems.
- Billing software for customized billing reports.
- Multimedia conference services such as Conference Calling and Video Conferencing.

Method One Communications offers an organization a unique "buyers advantage". Our entrepreneurial spirit has redefined the communications industry. Because of our strategic partnerships, we have been able to offer the State of West Virginia choices and customization of products that no other company can match. Turn key solutions that embrace the evolution of technology to gain a competitive advantage.

The benefits to our clients are:

1. Pre-sale consulting with a large inventory of potential alternatives and solutions
2. Multi-network options (redundancy capabilities)
3. Well-developed strategic partnerships/alliances with the most respected names in the industry
4. Dual level engineering support (network and hardware)
5. Post sales support, project implementation and management, platinum level customer service
6. Simplicity and customization of billing

Our core competency is the ability to bundle a variety of network and hardware options into a seamless solution. By working to understand where you are today and where you are headed tomorrow, we have strived to go beyond the traditional lines of a telecommunications provider and work towards a solution that encompasses your entire enterprise system.

## TouchTone Communications

TouchTone Communications is a full-service provider of communication services with over 40,000 customers nationwide. The company was established in 1993 with one goal in mind, to offer the highest quality service at the most competitive prices, while maintaining the highest possible level of customer service. Since TouchTone's inception the company has focused on growing their product base without ever losing sight of the original goal. TouchTone Communications has an FCC 214 license to operate as a facilities-based international provider and is licensed to provide service originating from all 50 continental United States. TouchTone's switching facilities are located in Newark, New Jersey with major Points of Presence (POPs) in California, Texas and Colorado. The company maintains long-standing relationships with service providers around the world, including Tier 1 and emerging carriers.

TouchTone offers a full range of voice, data/internet and VoIP solutions serving residential business, government, and wholesale customers across the country and internationally. With TouchTone's Network Operations Center (NOC), provisioning, and customer service departments and local distributors, customers can depend on both superior service and support.

## References

Additional references are available upon fax request or by e-mail at [sales@method1.net](mailto:sales@method1.net).

References include West Virginia County Governments, West Virginia County School Systems, Hospitals, and Fortune 500 Companies.

1. **West Virginia Supreme Court of Appeals:** Method One Communications designed and implemented a MPLS deployment for the Supreme Court of Appeals in 2010 to support all 55 county courthouses in 2010. The original deployment was TDM network and took 6 months to complete the full installation in conjunction with Advantage Technology. In 2018 the MPLS design was refreshed to an Ethernet MPLS network (*fiber*) which eliminated all TDM circuits to increase the increasing bandwidth and WAN needs of the West Virginia Supreme Court. In 2021, Method One Communications project managed and migrated the West Virginia Supreme Court to a full SD-WAN solution utilizing multiple network fiber and broadband providers to provide site redundancy, as well as, increased bandwidth and application prioritization. The migration plan was initiated in July of 2021 and full completion of circuits, conversion, and network implementation were completed in May of 2022.

**Contact:** Mike Sefton, Network / Infrastructure Manager, WVSC of Appeals, (304) 340-2909.

2. **Innovative Mattress Solutions (Mattress Warehouse):** Method One Communications designed and implemented a MPLS deployment of 150+ sites and retail stores that included managed equipment, hosted telephony, SIP, distributed internet access, broadband back-up, and installations services in 2008. These services were migrated within 6 months with continued support as the IMS organization added or acquired new locations throughout Alabama, Indiana, Kentucky and Ohio markets.

**Contact:** Chris Howard, Network / I.T. Manager, Innovative Mattress Solutions, (304) 543-1375.

3. **State of WV Long Distance Services:** TouchTone Communications and Method One Communications designed and transitioned existing long distance services for 250 government offices on the LD Contract. TouchTone assisted the State on meeting all requirements of the bid and have continued to support the contract for 14 years. Services include switched long distance, long distance TDM circuits, calling cards and toll free services. TouchTone also designed and implemented connections into the State's DAIN system via traditional egress points.

**Contact:** WV Office of Technology Team (304) 558-5472



# Balance 310X



## Quick Look

Cellular	Ethernet WAN	Ethernet LAN	Stateful Firewall Throughput	PepVPN Throughput (No Encryption)	PepVPN Throughput (256-bit AES)
1	2 (GE)	9 (GE)	2.5Gbps	600Mbps	500Mbps

## Interfaces

SFP LAN/WAN	No
Wi-Fi AP	No
USB	2

## Performance

Recommended Users	50-500
Number of PepVPN / SpeedFusion Peers	2/30
Maximum Number of AP Supported	50

## Performance

SpeedFusion Hot Failover	Yes	High Availability	Yes
SpeedFusion WAN Smoothing	Yes	Content Filtering (Lite/Full)	Full
SpeedFusion Bandwidth Bonding	Yes	Pepwave AP Series Management	Yes
Remote SIM (used in SIM Injector)	Yes	Remote AP & Multiple Config Profiles Management	Yes
Central Management	InControl 2	LAN Bypass	No
Drop In Mode	Yes	Remote User Access	Yes

### Core Functionality

802.1q VLANs Supported	1024
Port-Based VLAN	Yes
Load Balancing & Failover	Yes
Load Balancing Algorithms	8
Inbound Load Balancing	Yes
InControl Cloud Management	Yes

### IPsec/L2TP/PPTP VPN Functionality

PepVPN	Yes
IPsec VPN (Network-to-Network)	Yes
Number of IPsec Tunnels	20
L2TP VPN Server	Yes
OpenVPN Server	Yes
PPTP VPN Server	Yes
Maximum PPTP/L2TP/ OpenVPN Users	50
GRE (Network-to-Network)	5

### Advanced QoS Functionality

Bandwidth Usage Monitor	Yes
QoS for VoIP and E-Commerce	Yes
User Groups Bandwidth Control	Yes
Web Blocking	Yes

### Hardware

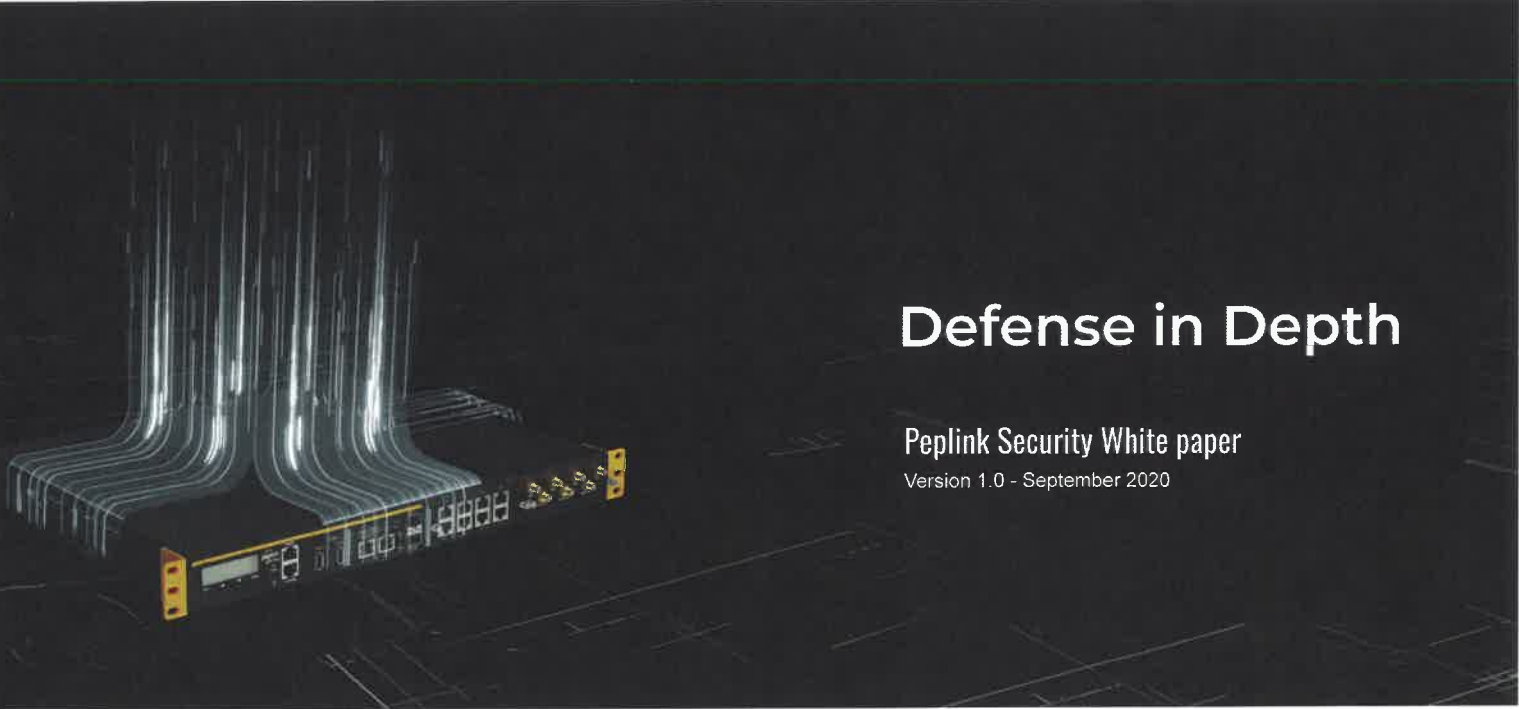
LACP (802.3ad) NIC Bonding	No
PoE+ Output	No
Rack-mount	Yes (1U)
Dual Hot Swap Power Supply	No
Power Consumption	30W
Operating Temperature	-40° – 149°F -40° – 65°C

### Certifications

FCC, CE, RoHS	Yes
Warranty	1-Year Limited Warranty

[1] pepVPN SpeedFusion peers list: <https://www.peplink.com/en/peplink-pepvpn-peers/>  
 Balance 310X SFP 10/20 GbE using PoE+ (not supported) using PoE+ (not supported) using Bonding (not supported)  
 [2] PepVPN/SpeedFusion Peers List  
 [3] InControl Cloud Management: <https://www.peplink.com/en/incontrol-cloud/>  
 [4] For more information, please refer to <https://www.peplink.com/en/peplink-pepvpn-peers/>  
 [5] Power Consumption: <https://www.peplink.com/en/peplink-pepvpn-peers/> or <https://www.peplink.com/en/peplink-pepvpn-peers/> (not supported) using PoE+ (not supported) using Bonding (not supported)  
 [6] The number of supported devices you can connect using SpeedFusion VPN  
 [7] For more information, please refer to <https://www.peplink.com/en/peplink-pepvpn-peers/>  
 [8] Support for PoE+ (not supported) using PoE+ (not supported) using Bonding (not supported)

[1] For more information, please refer to <https://www.peplink.com/en/peplink-pepvpn-peers/>  
 [2] Power Consumption: <https://www.peplink.com/en/peplink-pepvpn-peers/> or <https://www.peplink.com/en/peplink-pepvpn-peers/> (not supported) using PoE+ (not supported) using Bonding (not supported)  
 [3] The number of supported devices you can connect using SpeedFusion VPN  
 [4] For more information, please refer to <https://www.peplink.com/en/peplink-pepvpn-peers/>  
 [5] Support for PoE+ (not supported) using PoE+ (not supported) using Bonding (not supported)



# Defense in Depth

Peplink Security White paper  
Version 1.0 - September 2020

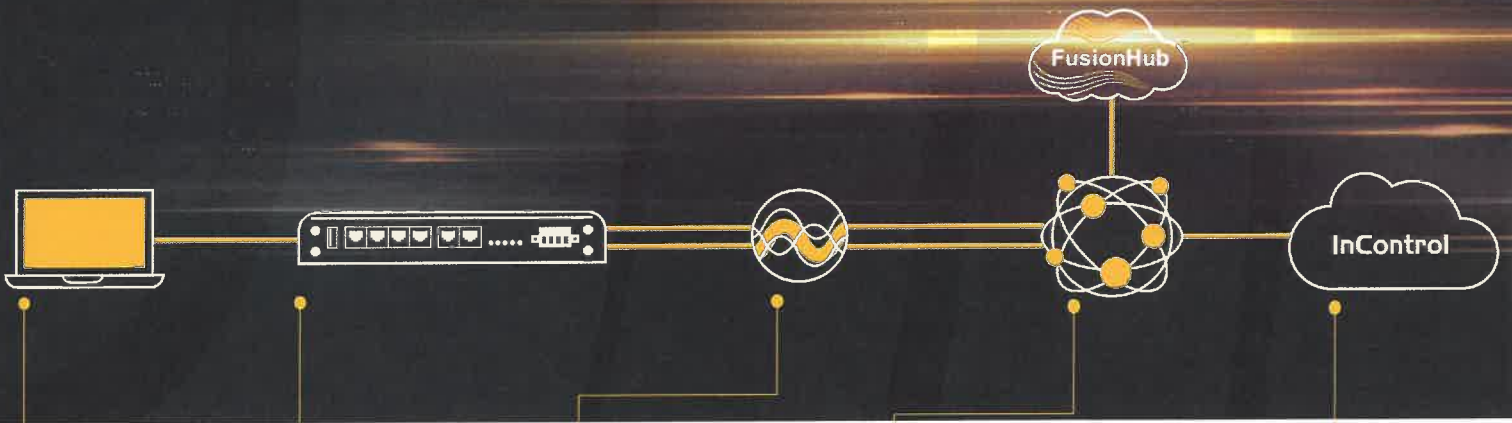


[www.peplink.com](http://www.peplink.com)

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# Overview



## 1. Client Layer

The client layer covers devices that end users interact directly with, as well as AP that delivers Wi-Fi to such devices.

## 2. Router Layer

These feature can also be virtualized on the cloud layer. Having them both on the cloud and on the router makes it possible to scure local internet breakout as well as VPN traffic

## 3. SD-WAN Layer

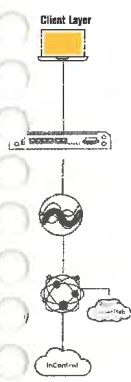
The SD-WAN layer covers the security of the data as it travels across WAN links. Peplink's patented SpeddFusion technology provides a significant advantage on this layer

## 4. Cloud Layer

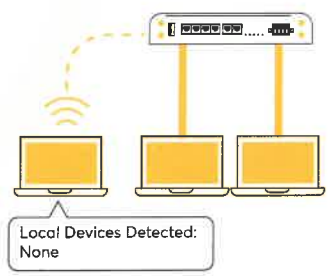
FusionHub can be installed on cloud services for cloud-based security. Combined with a Peplink router, and you can secure both organizational VPN traffic as well as branch office Internet breakout.

## 5. Administrative Layer

The human layer covers credentials carried by an organization's team members. Countermeasures protect passwords and minimize the potential harm done by a breach

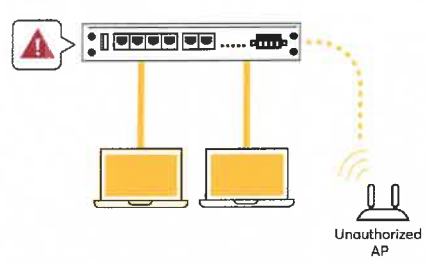


### Guest Network Isolation



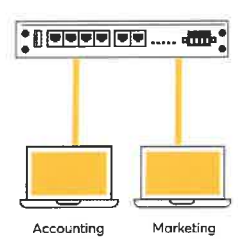
Peplink devices are capable of creating networks where guest users can only see the Internet. This means complete isolation from any other device connected to the router. Also, any devices on the great network will be unable to access the router's WebUI

### Rogue AP Dection

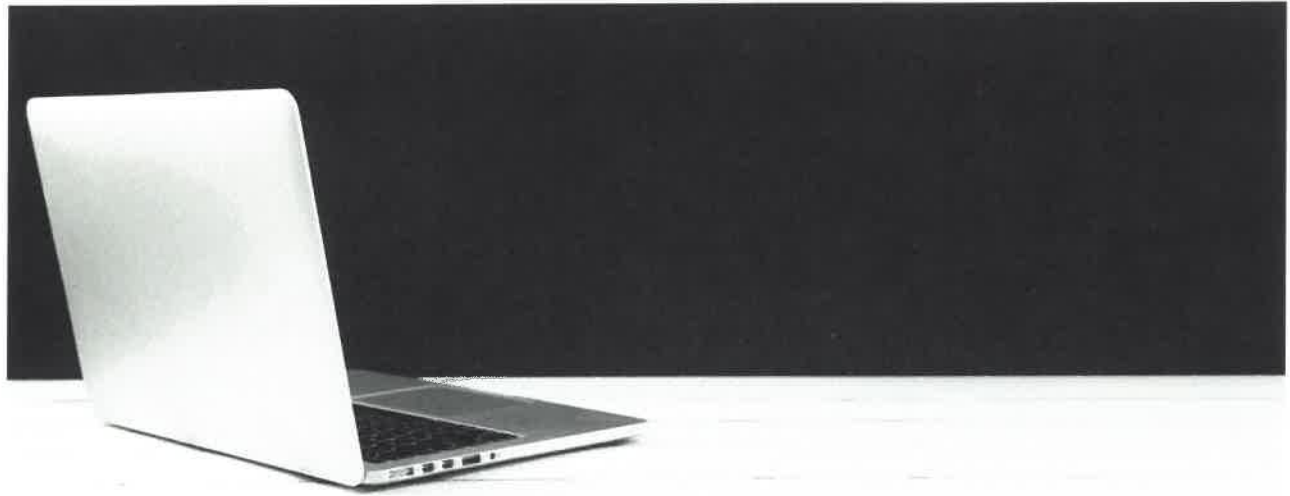


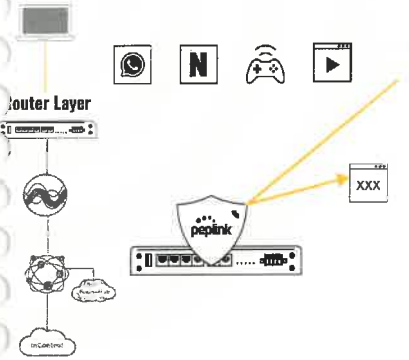
Peplink routers can quickly identify any unauthorized APs that are connecting to your secure network, enabling quick detection and removal

### Centralized VLAN



By isolating local network, VLAN can significantly reduce the attack surface available to any potential intruder. With InControl, you can centralize your VLAN policy across all devices at multiple locations





## Web Blocking

Each Peplink router has a dynamically updated web blocking tool that filters traffic into several categories. Users simply need to choose the categories they wish to block, and the router will take care of the rest.



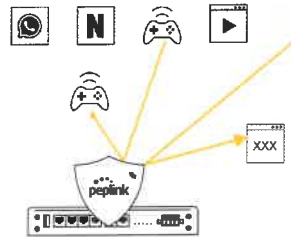
## Intrusion Detection & DoS protection

Each Peplink router has a built-in DoS protection feature. Once enabled, it can detect and block abnormal packets as well as suspicious traffic typical of intrusion and denial of service attacks.



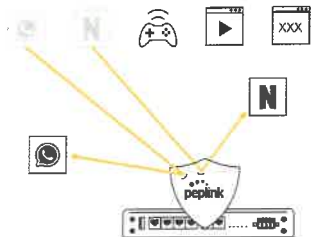
## Security Patches

There are always new threats and vulnerabilities to be discovered. When one emerges, Peplink will quickly develop and deploy new firmware to address the threats. We update firmware for our products years after they have been launched.



## Scalable Firewall & Outbound Policy

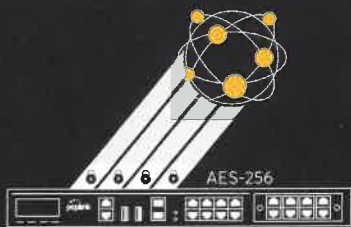
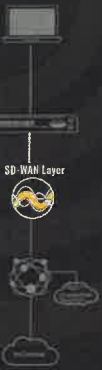
Outbound policy and firewall rules are only effective if they are usable. With Peplinkgear, you can set firewall rules based on application and even by country. With InControl, you can also centralize firewall rules and outbound policy for multiple devices



## DPI Application Filtering

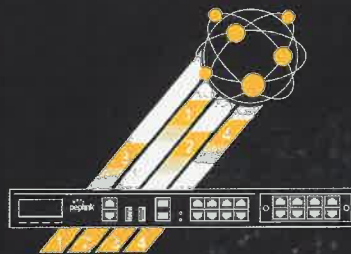
For applications that cannot be recognized by First Packet Inspection, there is Deep Packet Inspection. Block popular distractions such as streaming sites, social media platforms, and instant messengers





### 256bit AES Encryption

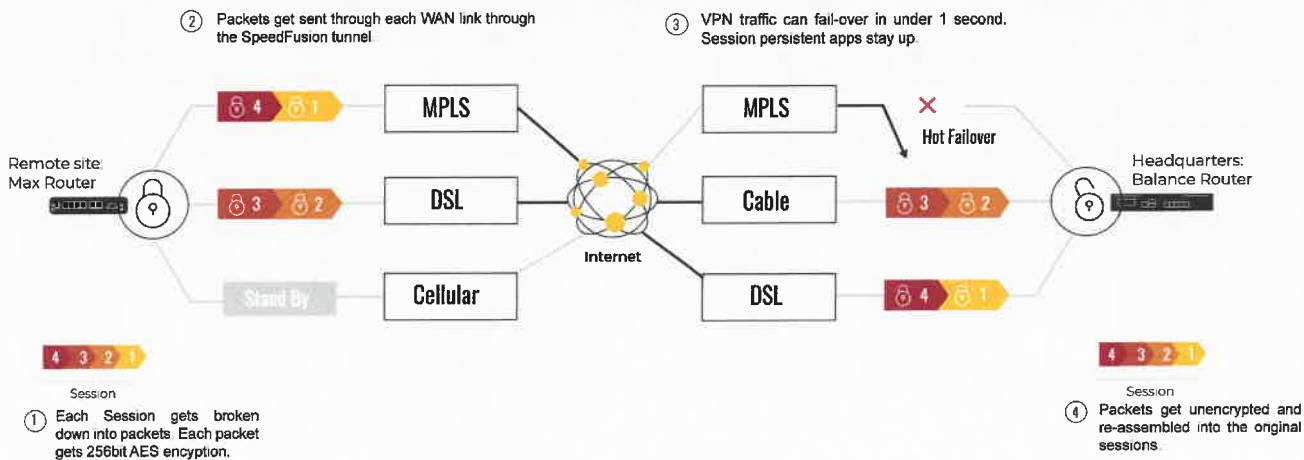
Each secure WAN-to-WAN link is established through a Diffie-Hellman key exchange. This produces randomly changing data encryption keys to protect data with a 256-bit AES cryptographic algorithm. 256-bit AES would take the world's fastest supercomputer millions of years to crack.

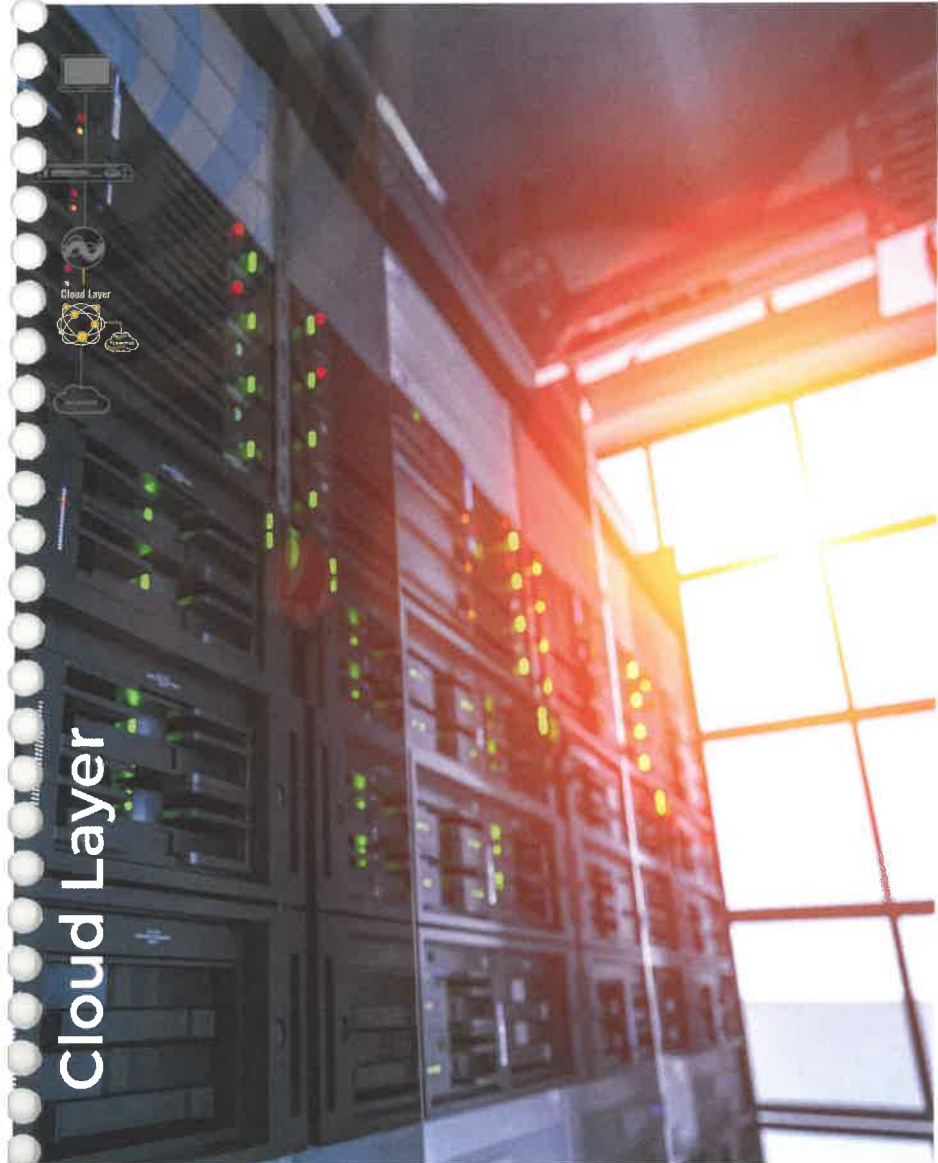


### Packet Separation

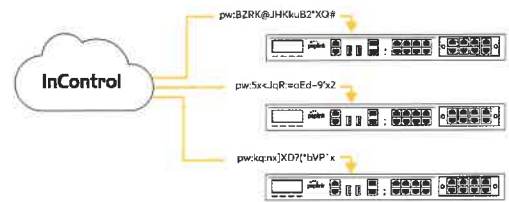
Once the SpeedFusion tunnel is formed, sessions are broken down to packets and sent separately across available WAN-to-WAN connections. Because each connection is encrypted separately, potential hackers would need to obtain the key to every connection.

SD-WAN Layer



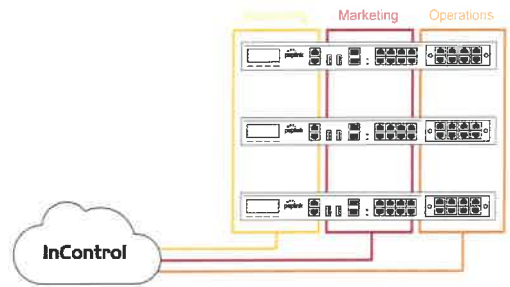


## Admin Password Management



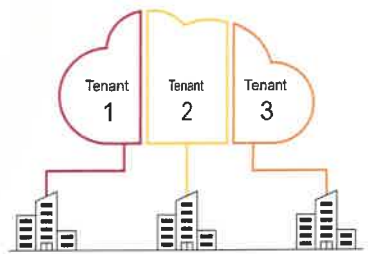
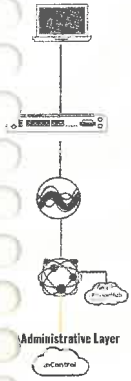
Separating your network into different trust boundaries will minimize the damage caused by a compromised credential. Use VLANs to separate the networks for different teams, each with separate login gateways. Use InControl to set up different access levels for each Administrator.

## Trust Boundary Management



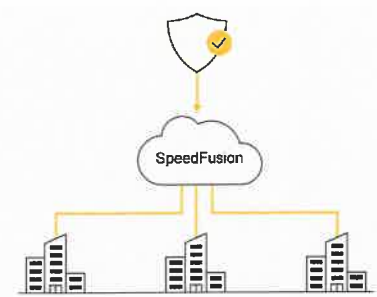
One of a router's simplest attack vectors is the admin password. With InControl, you can change the admin password for multiple devices at the same time. Doing so at regular interval will significantly increase the network's level of security





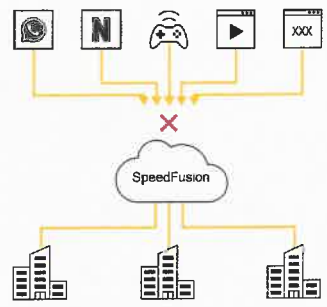
### Tenant Segmentation

Our cloud appliance supports VRF, which divides the appliance into groups and holds a separate routing table for each group. The result: one cloud appliance can host several tenants, with each of them completely isolated from each other.



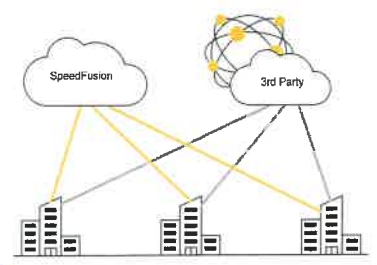
### Security Patches

When vulnerabilities appear, we swiftly develop patches and make them available to our users. These patches are available on our cloud services as well as our routers, securing your entire network.



### Comprehensive Traffic Security

Use web blocking, firewall, outbound policy, DPI application filtering to control what type of traffic can access your network. Protect your entire network with Intrusion detection and DOS protection. Any security feature that our routers have can also be applied to the cloud.

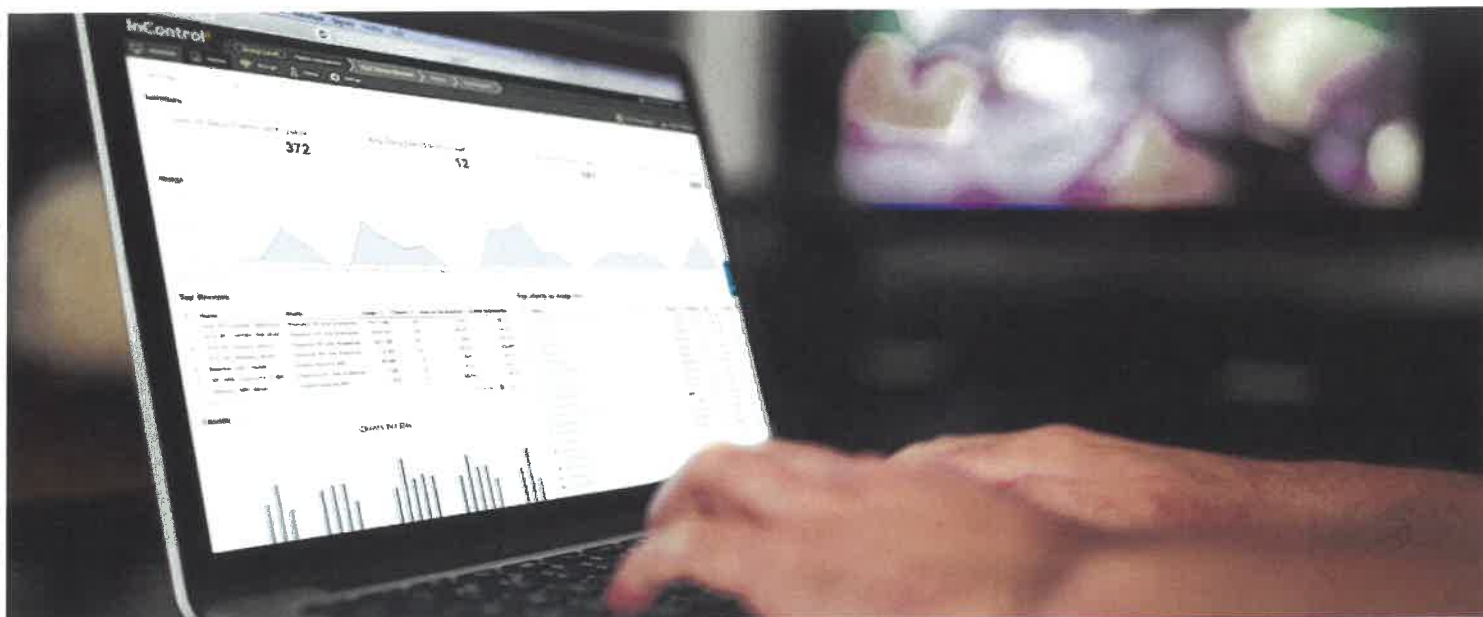


### 3rd-Party Security Integration

Works together with your 3rd-party cloud-based security solution. Secure organization traffic with our security features, and secure public Internet traffic with the 3rd-party solution of your choice using IPsec or OpenVPN.

# InControl 2

## Cloud Based SD-WAN Network Management



InControl is our cloud-based endpoint management system. When connected to your devices, it aggregates data to generate useful reports on all aspects of your network. On a single screen, you can push configurations to any and all of your endpoints. If you need to dig deeper, you can remotely access the web admin of any device on your network.

Using InControl, you can save configuration time, minimize truck rolls, stay on top of the status of your network, and proactively resolve any emerging problems with speed and precision.



### Zero Touch Configuration

InControl simplifies network management by aggregating network information and presenting them in easy-to-read reports. Push configuration and firmware updates to hundreds of devices with a click of a button and apply schedules to SSID, Wi-Fi radios, and SD-Switch ports.



### SD – WAN Provisioning

Provisioning SD-WAN configurations to endpoints used to take hours. With InControl, you can now build your PepVPN network in one minute. Simply open the PepVPN configurator, select your topography, and select your peers.



### GPS Fleet Management

InControl 2 provides full-fleet device management when used in combination with our vehicle-mounted, GPS-enabled devices, such as the MAX HD2 and BR1. Track your devices wherever they are using our interactive maps. Check vehicle speed, cellular coverage, and traffic conditions. Play back complete route histories for any time period.



### Network Troubleshooting

Set up email notifications for important network events. Monitor WAN quality and bandwidth usage using intuitive graphical reports. InControl 2 provides detailed logs of your network's events and operations. Finally, the Remote Web Admin feature lets you directly access the WebUI of any device, saving truck rolls.

# InControl 2

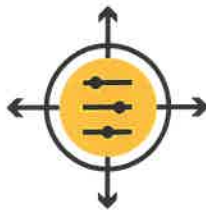
Cloud Based SD-WAN Network Management



## InControl Mobile App

Review your Entire Network at a Glance.

### Monitor



#### Monitor Multiple Organizations

Easily switch between your different organizations.



#### Connection Status

Check connection status of any device, the clients they are connected to, and all activity affecting the group.

### Manage



#### Customizable Push Notifications

Receive push notifications for important network events.  
Fine tune your notifications by group and network event type.



#### Convenient Access to Favorites

Save your most commonly accessed groups across all organizations on the favorite screen

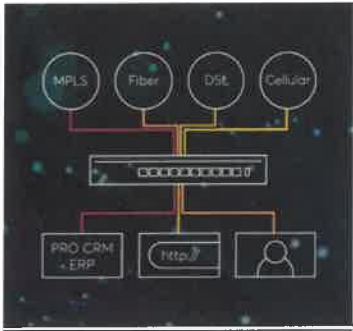


## InControl API

Integrate InControl Information into your own App

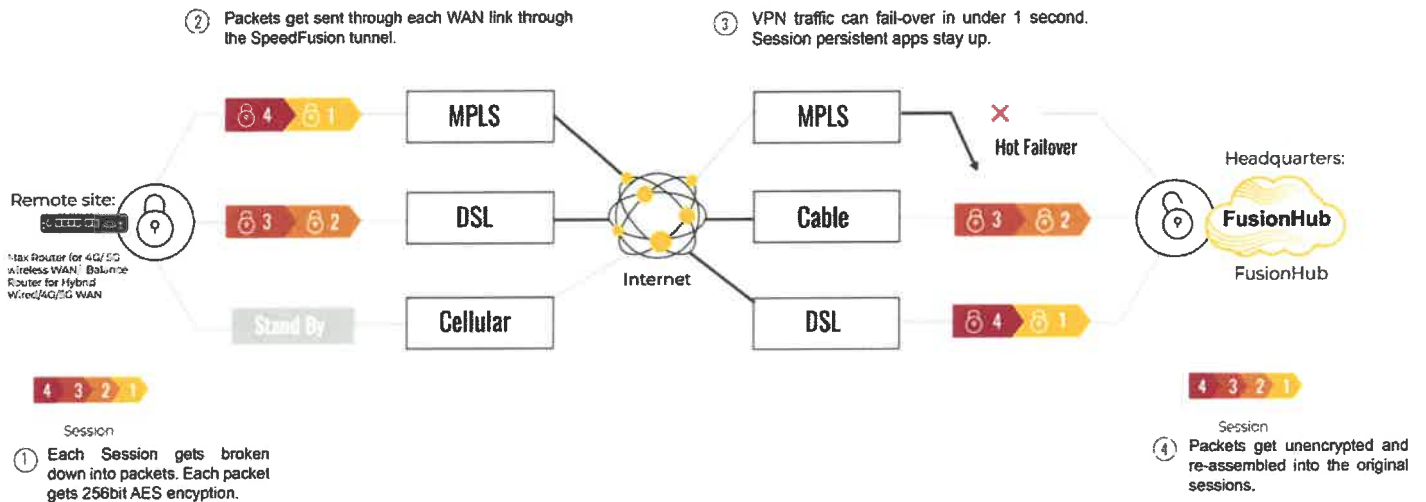
The InControl 2 API opens up a world of possibilities for integrating our platform with your custom apps, web site, or other third party software.

Learn more at [www.peplink.com/ic2](http://www.peplink.com/ic2)



### SD-WAN Bandwidth Bonding Technology SpeedFusion

Peplink's patented SpeedFusion technology powers enterprise VPNs that tap into the bandwidth of multiple low-cost cable, DSL, 3G/4G/LTE, and other links connected anywhere on your corporate or institutional WAN. Whether you're transferring a few documents or driving real-time POS data, video feeds, and VoIP conversations, SpeedFusion pumps all your data down a single bonded data-pipe that's budget-friendly, ultra-fast, and easily configurable to suit any networking environment.



Once the bandwidth bonded SpeedFusion tunnel is formed, sessions are broken down and the resulting packets are sent separately across as available WAN-to-WAN connections. Because each WAN-to-WAN connection is encrypted separately, potential hackers would need to obtain the key to every WAN-to-WAN connection before they stand a chance of accessing the data contained within. This makes SpeedFusion SD-WAN technology virtually impervious to man-in-the-middle attacks.

## **Individual Site Provisioning Plan**

DIA, Broadband, 4G/LTE/5G, SDWAN Installation

### **Order Process**

1. Prior to submitting an order via TCR, TouchTone Sales Engineer will review technical requirements of the site with the technical contacts and assure that all relevant details are listed on the TouchTone Order.
2. Upon receiving TCR, the approved order is passed onto Provisioning. Once reviewed, a cut sheet will be created. Confirmation will be sent to West Virginia and Provisioning will begin the ordering all services with the relevant carriers and manufacturers.

### **Phase 1/First Installation Deliverables**

#### **Broadband, 4G/LTE/5G, SDWAN**

#### **45 days**

3. Broadband Firm Order Commitment (FOC) date will be shared when available. It is the date the carrier will install the circuit
4. Once IP details are available, the SD-WAN CPE will be programmed along with 4G/LTE/5G capabilities and be shipped to the local contact or local installation vendor.
5. Schedule test and turn up.
6. Circuit gets accepted and is active for Phase 1 deliverables.

### **Phase 2/Second Installation Deliverables**

#### **DIA**

#### **45-120 days**

7. DIA Firm Order Commitment (FOC) date will be shared when available and is the date the carrier will install the circuit
8. Once the circuit is installed and tested, the local installer or local contact will plug in the DIA circuit into the SDWAN equipment
9. TouchTone will coordinate the configuration change on equipment remotely or via onsite technician.
10. Circuit gets accepted and is active for Phase 2 deliverables.

If a site survey or extended wiring is required, TouchTone will coordinate the required work with the local vendor and local contact.

Prior to the FOC date being issued, a carrier may determine that special construction or site modifications are required to deliver DIA or broadband services. TouchTone will work with the State to pass along updated timeframes or additional costs for the special construction.

## **TouchTone Dedicated Internet Access (DIA) Service Level Guarantees**

The TouchTone Communications ("TouchTone") IP Network ("Network") used to furnish TouchTone Dedicated Internet Access ("DIA") Service includes TouchTone's underlying carrier owned and controlled circuits, including transit connections, but does not include the local access circuit (e.g., local loop), Customer Premise Equipment, or Customer's Local Area Network (LAN). For purposes of Service Level Guarantee measurements, Network performance does not take into account scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from, and connectivity within, other Internet Service Provider (ISP) networks, or *force majeure* events as defined in the relevant Service agreement.

### **Network Availability Guarantee – 99.999%**

The Network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, as averaged over a calendar month. If the Network Availability Guarantee is not met during a calendar month and the failure is reported to Company by Customer within twenty four (24) hours of said failure and Customer follows TouchTone's current escalation procedures, Customer will receive a credit equal to the pro-rated one-day amount of the Monthly Recurring Charge ("MRC") for Service for the calendar month during which the Guarantee was not met. Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

### **Latency Guarantee - 65 Milliseconds Intra US / 95 Milliseconds Intra US – Off Net**

The Network is guaranteed to have an average round trip packet transit time over a calendar month of 65 milliseconds or less for Intra US and 95 milliseconds or less for Intra US (Off Net). Average latency is measured as the average of 15-minute samples across the Network as taken throughout a calendar month. If the Latency Guarantee is not met during a calendar month and the failure is reported to Company by Customer within twenty four (24) hours of said failure and Customer follow TouchTone's current escalation procedures, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the calendar month during which the Guarantee was not met. Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

### **Packet Loss Guarantee – 1%**

The Network is guaranteed to have a monthly average packet loss of no greater than one percent (1%) during any calendar month. If the Packet Loss Guarantee is not met during a calendar month and the failure is reported to Company by Customer within twenty four (24) hours of said failure and Customer follow TouchTone's current escalation procedures, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met. Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

### **Network Jitter Guarantee – 2 Milliseconds**

The Network is guaranteed to have a monthly average network jitter delay of no greater than two (2) milliseconds during any calendar month. If the Network Jitter Guarantee is not met during a calendar month and the failure is reported to Company by Customer within twenty four (24) hours of said failure and Customer follow TouchTone's current escalation procedures, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met. Limits on credits and credit request procedures are established below under "Credit Limits and Reporting Procedures."

### **Credit Limits and Reporting Procedures**

Total credits awarded for Service during any calendar month for failure to meet any one or more of the Guarantees shall not exceed the MRC for the affected Service. To be eligible to receive credit, Customer must report any failure(s) by contacting TouchTone Business Support at 800-900-5474 or [business.support@touchtone.net](mailto:business.support@touchtone.net), and complying fully with any informational requests made by TouchTone Communications.

## TouchTone SD-WAN Service Level Agreement

Last Updated: 6/14/22

**1.Objective.** This Service Level Agreement (“SLA”) is to define the reference parameters for the provision of the TouchTone SD-WAN Service (“Service”) and equipment (“devices” “routers”) for monitoring the level of quality actually provided by Service. The objective of the SLA is also to define the rules of interaction between TouchTone Communications, Inc. (“TouchTone”) and the Customer. This SLA is an integral part of the contract completed between TouchTone and the Customer (“Contract”) and applies separately to each Customer and for each Contract.

**2.Service.** TouchTone will make every reasonable effort to maintain network connectivity through VPN bonding technology to compatible SD-WAN devices. The network will be deemed available if routers and/or servers are available and responding properly. Interruption means any interruption to the Service that is more than 1% of the monthly uptime percentage. In case an Interruption arises, TouchTone may offer corrections, within a reasonable time, to the Customer under the terms and conditions of this SLA (“Correction”).

**3.Planned Maintenance.** TouchTone will notify the Customer by emailing a notice to Customer about planned maintenance at least 24 hours in advance, with the exception of important security updates and patches which TouchTone may deploy without prior notice.

**4.Error Notifications.** In case of an Interruption in the Service, the Customer may notify TouchTone by filing a support ticket with Business Support at [business.support@touchtone.net](mailto:business.support@touchtone.net), and provide evidence showing the connection between the Interruption and Service. The Interruption is deemed to begin when the failure starts to affect the Customer’s use of the Service, and to end when the failure has been corrected. TouchTone will notify the Customer about the Correction of the failure.

**5.Customer Obligation.** Customer shall be responsible to respond to TouchTone’s reply without undue delay and enable us to perform Correction.

**6.Sole Remedy.** Corrections of Interruptions will be the sole remedy of the Customer for Interruptions or other failures in the Service. In case of a disagreement over the Correction to the Customer, TouchTone’s decision on the issue will be binding and final.

**7.Exclusion of Liability.** Listed below are the conditions in the presence of which, despite the occurrence of any malfunction, the Customer is not entitled to any Correction, and TouchTone shall not be liable for any of the following:

- Due to a Force Majeure, i.e. events that, objectively, would prevent TouchTone’s staff from intervening to perform the tasks set out by the SLA which are TouchTone’s responsibility (merely by way of example and not exhaustive: strikes and demonstrations which block communication routes; pandemic; road accidents; wars and acts of terrorism, natural disasters such as flooding, storms, hurricanes, etc.);
- Due to Customer’s delay in responding to our replies or Customer’s acts, omissions, negligence disabling TouchTone from performing Correction;
- Interruption due to the acts, omissions, negligence, mistakes, misuses, improper or inadequate maintenance, disruptions caused by customer premise environmental

- conditions, disconnections or anything alike of customer or third party, including but not limited to internet service provider(s);
- Extraordinary interventions to be carried out urgently at the sole discretion of TouchTone to avoid hazards to safety and/or stability and/or confidentiality and/or integrity of the virtual infrastructure created and allocated by the Customer and the data and/or information contained therein. Any execution of these measures will be communicated to the Customer via email sent to the email address provided when ordering with less than 24 hours notice, or at the start of the operations in question or in any case, as soon as possible;
  - Unavailability or blocks of the virtual infrastructure created and allocated by the Customer due to: incorrect use, incorrect configuration or shut-down commands, voluntarily or involuntarily performed by the customer;
  - Faults and malfunctions of application/management software provided or caused by third parties;
  - Non-fulfillment or breach of SLA due to the Customer;
  - Fault or malfunction of the Service, or their failure or delayed removal or elimination due to i) non-fulfilment or breach of SLA of TouchTone or of our services provider(s) by the Customer or ii) to an abuse or illegal use of the Service by the Customer;
  - Failure by the virtual infrastructure to connect to the public network voluntarily, or due to the Customer;
  - Causes that lead to total or partial inaccessibility of the virtual infrastructure created and allocated by the Customer due to faults in the Internet network beyond TouchTone's perimeter, and therefore beyond its control (merely by way of example, failures or problems);
  - Planned Maintenance;
  - Failures in products or services which are not included in the Service;
  - Failures caused by the Customer's actions contrary to user instructions or resulting from the Customer's operating systems or application software used within the Service;
  - Interruptions resulting from law and public authority enforced activities.







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

State of West Virginia  
 Centralized Request for Proposals  
 Info Technology

<b>Proc Folder:</b> 1034853		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Statewide Contract for Data Transport Services			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-29	2022-06-09 13:30	CRFP 0212 SWC2200000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** TouchTone Communications

**Address :**

**Street :** 3 Wing Drive, Suite 103


**City :** Cedar Knolls

**State :** NJ **Country :** USA **Zip :** 07927

**Principal Contact :** Gary Glodek

**Vendor Contact Phone:** 973-739-0004 **Extension:**

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

**Vendor Signature X**  **FEIN#** 37-1418502 **DATE** 6-15-22

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

**ADDITIONAL INFORMATION**

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

Mandatory Pre-Bid Meeting to be held on May 18, 2022 at 1:30 PM in the Executive Room at Building 7, WV Capitol Complex State Training Center, 1900 Kanawha Blvd E, Charleston, WV 25305

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81161700			

**Extended Description:**

Telecom/Data Transport Services - See Pricing Page

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting on May 18, 2022 at 1:30 PM EDT	2022-05-18
2	Technical Questions due by May 25, 2022 at 10:00 AM EDT	2022-05-25

# **REQUEST FOR PROPOSAL**

West Virginia Office of Technology (WVOT) CRFP SWC2200000001

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## **SECTION 1: GENERAL INFORMATION**

### **1.1. Introduction:**

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the "Agency") to provide statewide Wide Area Network (WAN) services.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

# **REQUEST FOR PROPOSAL**

West Virginia Office of Technology (WVOT) CRFP SWC2200000001

## **SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on next page.

## 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. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

When: Wednesday, May 18, 2022 at 1:30 PM EST

Location: Executive Room, Bldg 7, State Training Center  
1900 Kanawha Blvd E  
Charleston, WV 25305

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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 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 nonbinding.

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

Question Submission Deadline: **May 25, 2022 at 10:00 AM EST**

Submit Questions to: **Jessica L. Hovanec, Senior Buyer**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Jessica.L.Hovanec@wv.gov](mailto:Jessica.L.Hovanec@wv.gov)

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

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

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus           FIVE (5)           convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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**Bid Delivery Address and Fax Number:**

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

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

VENDOR NAME:

BUYER: Jessica L. Hovanec  
SOLICITATION NO.: CRFQ SWC2200000014  
BID OPENING DATE: June 9, 2022  
BID OPENING TIME: 1:30 PM EDT  
FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: June 9, 2022 at 1:30 PM EDT

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.

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

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specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

**11. 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. 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.

**13. 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.

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

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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

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minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. 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.

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

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

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

# **REQUEST FOR PROPOSAL**

West Virginia Office of Technology (WVOT) CRFP SWC2200000001

## **SECTION 3: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on next page.

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of THREE (3) YEARS. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

the contract will continue for \_\_\_\_\_ years:

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

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

**Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

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

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

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

Vendor must maintain:

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

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \$3,000,000 per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

- \$500 per day \_\_\_\_\_ for Missed Installation Deadlines \_\_\_\_\_.
- Liquidated Damages Contained in the Specifications.
- Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Revised 04/01/2022

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract. Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wy.gov](mailto:purchasing.division@wy.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Revised 04/01/2022




**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

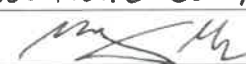
**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)  SVP + COO  
(Printed Name and Title) Gary Glodek, SVP + COO  
(Address) 3 Wing Drive, Suite 103, Cedar Knolls, NJ, 07927  
(Phone Number) / (Fax Number) 973-739-0004 / 973-352-6076  
(email address) gcglodek@touchtone.net

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62 which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

TouchTone Communications Inc.  
(Company)  SVP + COO  
(Authorized Signature) (Representative Name, Title) Gary Glodek, SVP + COO 6/15/22  
(Printed Name and Title of Authorized Representative) (Date)  
(Phone Number) (Fax Number) 973-739-0004 973-352-6076  
(Email Address) gcglodek@touchtone.net

# REQUEST FOR PROPOSAL

West Virginia Office of Technology (WVOT) CRFP SWC220000001

## SECTION 4: PROJECT SPECIFICATIONS

### 4.1. Background and Current Operating Environment:

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

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

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

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

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

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

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

- "AS" means Autonomous System
- "ASN" means Autonomous System Number
- "BGP" means Border Gateway Protocol
- "Contract Item" or "Contract Items" means the services defined in Section Four.
- "DDOS" means Distributed Denial of Service Attack
- "Dedicated Internet Access" (DIA) means a private connection to the Internet that is exclusively dedicated to a business or government for their use.

# REQUEST FOR PROPOSAL

West Virginia Office of Technology (WVOT) CRFP SWC2200000001

- “DHCP” means Dynamic Host Configuration Protocol
- “DIA” means Dedicated Internet Access
- “Distributed Denial of Service Attack” (DDOS) means a malicious attempt to disrupt the normal traffic of a targeted server, service or network by overwhelming the target or its surrounding infrastructure with a flood of Internet traffic.
- “DNS” means Domain Name Services
- “Edge Router” means a specialized router located at a network boundary that enables an internal network (LAN) to connect to external networks (WAN).
- “ESL” means Eligible Services List
- “Ethernet WAN Service” means a service delivered by network and telecom vendors that provides a high-speed connection between sites utilizing a standardized Ethernet connection.
- “ETP” means Eligible Telecommunications Provider
- “FCC” means Federal Communications Commission
- “FCDL” means Funding Commitment Decision Letter
- “Force Majeure” means an extraordinary event or circumstance beyond the control of the parties involved.
- “FRN” means Funding Request Number
- “Gbps” means Gigabits, or one billion bits per second.
- “GETS” means Government Emergency Telecommunications Service
- “IEEE” means Institute of Electrical and Electronic Engineers
- “ILEC” means Incumbent Local Exchange Carrier
- “IPv4” means Internet Protocol Version 4
- “IPv6” means Internet Protocol Version 6
- “LAN” means a Local Area Network (LAN) that connects network devices over a relatively short distance. A networked office building, school, or home usually contains a single LAN, though sometimes one building will contain a few small LANs.
- “LCP” means Lowest Corresponding Price
- “Mbps” means Megabits, or one million bits per second.
- “MTTR” means Mean Time To Repair
- “Non-Recurring” means one-time or installation costs for service, requested in the Exhibit A (Pricing Page).
- “PIA” means Program Integrity Assurance
- “Point of Presence (PoP)” means a point of presence that is an access point to a carrier's network at a building or facility. It may be housed either in the facilities of a telecommunications provider (building entrance or closet) or a location separate from the telecommunications provider (extended PoP).
- “Postalized” means rates or prices that are structured so that they are not distance or location sensitive but are dependent on other factors such as type of service, speed of service, etc.
- “Pricing Section” means the pricing evaluation sheets where the types and quantities of services are identified. The Vendor should provide pricing per type of transport. Exhibit A is the Pricing Page to be completed for each type of transport that the Vendor is proposing.

# REQUEST FOR PROPOSAL

West Virginia Office of Technology (WVOT) CRFP SWC220000001

- **“Quality of Service” (QoS)** means a set of technologies that work on a network to guarantee its ability to dependably run high-priority applications and traffic under limited network capacity. QoS technologies accomplish this by providing differentiated handling and capacity allocation to specific flows in network traffic.
- **“Recurring”** means monthly recurring costs for solicited services, requested per Exhibit A (Pricing Page).
- **“SD-WAN”** means Software Defined Wide Area Network
- **“SLD”** means Schools and Libraries Division
- **“SLA”** means Service Level Agreement
- **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **“Special Construction”** means when there are no existing telecommunications facilities to fulfill the need for a new service installation at a physical location and new physical network facilities will need to be built to accommodate the new services requested or to accommodate new service requirements.
- **“SPIN”** means Service Provider Identification Number
- **“TCR”** means Telecommunications Request Form
- **“TSP”** means Telecommunications Service Priority
- **“USAC”** means Universal Service Administrative Company
- **“USF”** means Universal Service Fund
- **“Vendor Response Sheet”** means the information sheet where the Vendor provides details about its company and provides references that match the services being proposed within this solicitation.
- **“VLAN”** means Virtual Local Area Network
- **“VOIP”** means Voice Over Internet Protocol
- **“VPN”** means Virtual Private Network
- **“WAN”** means Wide Area Network, a computer network that covers a large geographical area. WAN includes the technologies to transmit data, image, audio and video information over long distances and among different LANs.
- **“Wireless 4G/5G service”** means a cellular wireless broadband communication service leveraging 4G (4<sup>th</sup> generation) or 5G (5<sup>th</sup> Generation) protocols and equipment.
- **“Wireless Bandwidth Throttling”** means that a cellular wireless carrier artificially limits the bandwidth availability for their service
- **“WVOT”** means West Virginia Office of Technology
- **“WVDA”** means West Virginia Department of Administration
- **“WVDE”** means West Virginia Department of Education
- **“WVLC”** means West Virginia Library Commission

# REQUEST FOR PROPOSAL

West Virginia Office of Technology (WVOT) CRFP SWC2200000001

## 4.3. Project Desirables and Goals, and Mandatory Requirements:

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

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

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

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

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

### 4.3.1. Goals and Objectives

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

##### 4.3.1.1.1. Ethernet WAN Service

- 4.3.1.1.1.1. The State desires that the Vendor have an online performance management and support portal that, at a minimum, the State can use to enter and track new trouble tickets, review pending trouble tickets and the performance statistics of installed services. The State desires that the Vendor have an online performance management and support portal that at minimum the State can use to enter and track new trouble tickets, review pending trouble tickets and the performance statistics of installed services. Please

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describe your solution's ability to provide an online portal for Ethernet WAN services that meets or exceeds this goal.

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

### **4.3.1.1.2. Dedicated Internet Access Service (DIA)**

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

### **4.3.1.1.3. 4G/5G Wireless Service**

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

### **4.3.1.2.Part 2: Vendor Ethernet WAN Services Migration Plan**

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

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

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

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

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

4.3.1.3.2.1. Architecture and Design

4.3.1.3.2.2. Implementation

4.3.1.3.2.3. Ordering and Billing

4.3.1.3.2.4. Service and Support

4.3.1.3.2.5. Project Management

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

4.3.1.3.3.1. Telecommunications Change Request (TCR) Form Number

4.3.1.3.3.2. Date order was received

4.3.1.3.3.3. Department/Agency Name where service is being installed

4.3.1.3.3.4. Department/Agency where service is being installed address

4.3.1.3.3.5. Projected due date

4.3.1.3.3.6. Rate element identifier (circuit ID or other)

4.3.1.3.3.7. Additional order details

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



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- 4.3.1.3.4.** Vendor should contact the State's engineering points of contact by phone within thirty (30) minutes of a Vendor network outage that affects multiple sites on the State's network. This verbal notification should be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to prevent a reoccurrence. The Vendor should provide onsite staff to the location, as necessary, within twelve (12) hours of the outage. To that end, please describe your company's notification procedures in the case of an outage.
- 4.3.1.3.5.** Vendor should provide written notification of ten (10) business days or more in advance of any planned upgrades, modifications, etc. that may affect the State's customers to the State's engineering points of contact. Please describe your company's notification process for planned maintenance.
- 4.3.1.3.6.** Vendor should provide notification of three (3) business days or more in advance of emergency maintenance. While the State understands emergency outages and/or unplanned maintenance windows occur, it is expected that these situations are kept to a minimum. Please describe your company's notification process for emergency maintenance and outages.
- 4.3.1.3.7.** The Vendor's solution should include a documented support and escalation structure to address outages. The State prefers the severity of the issue/support problem to determine the average problem resolution response time, as outlined below:
- 4.3.1.3.7.1.** Severity Level 1 is defined as an urgent situation, where the customer's services are unavailable, and the customer is unable to use/access the network. The Vendor should resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business hours. If repair inside the 2-hour window is not feasible, then regular 1-hour updates are desired.
  - 4.3.1.3.7.2.** Severity Level 2 is defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (i.e., slow response, intermittent but repeated inaccessibility, etc.). The

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## 4.3.2. Mandatory Requirements

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

#### 4.3.2.1.1. Ethernet WAN Service

- 4.3.2.1.1.1. The Vendor must provide Ethernet WAN services that will terminate into existing State network equipment.
- 4.3.2.1.1.2. The State requires the Vendor to provide standard Ethernet interface options to include 10/100/1000 and 4G/5G.
- 4.3.2.1.1.3. Vendor must propose service options that range between 5Mbps through 40Gbps.
- 4.3.2.1.1.4. The Vendor will be responsible for all service continuity associated with their WAN service, whether issues are within the Vendor's networks, alternative local-loop vendors, 4G/5G vendors, WISPS, Cable TV vendors or other technology vendors engaged to provide WAN services to the State. The Vendor must be able to coordinate, test and troubleshoot the service continuity and integrity end-to-end.
- 4.3.2.1.1.5. The Vendor must provide services capable of supporting dynamic routing and sharing routes between autonomous systems (AS) on provider networks as well as other public and private networks.
- 4.3.2.1.1.6. The proposed WAN services must support the transport of existing applications and services currently being utilized by the State of West Virginia. The Vendor proposed solution must allow existing or future 3rd party applications and services (example: Google Cloud, AWS, Azure) to be accessed or to function in a robust, secure, and reliable manner from the vendors core

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network. Some existing applications and services include, but are not limited to:

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

### 4.3.2.1.2. Dedicated Internet Access

- 4.3.2.1.2.1. Vendor must provide dedicated DIA services purchased from the State demarcation point to the Internet backbone.
- 4.3.2.1.2.2. Vendor must provide DIA Service Level Agreements (SLAs) that meet or exceed the following service categories and associated benchmarks:
  - 4.3.2.1.2.2.1. Service Availability: Vendor DIA Service will be available 99.999% of the time.
  - 4.3.2.1.2.2.2. Denial of Service: Vendor must respond to Denial of Service attacks reported by State within 15 minutes of State opening a trouble ticket.
  - 4.3.2.1.2.2.3. Latency: Vendor service must provide for average round-trip transmissions of 45 milliseconds or less between their regional core backbone routers and the State designated core routers.

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

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

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

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

## **4.3.2.1.3. E-Rate**

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

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

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

**4.3.2.1.3.3.** General E-Rate Requirements

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- 4.3.2.1.3.3.1.** The Vendor must comply with the requirements of the Universal Service Fund (USF) program. E-Rate eligible entities utilizing the contract(s) resulting from this solicitation reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USF funding commitments.
- 4.3.2.1.3.3.2.** All services and products requested within this solicitation will be made available to schools, RESAs, consortia, and libraries statewide and therefore must meet all E-Rate guidelines for eligible services and products, service providers, and contracts.
- 4.3.2.1.3.3.3.** The Vendor must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN) in the RFP Response.
- 4.3.2.1.3.3.4.** The Vendor must meet all required participation guidelines.
- 4.3.2.1.3.3.5.** The Vendor must provide eligible entities the "Lowest Corresponding Price" (LCP) for services (refer to FCC 47 CFR § 54.500(f) and 47 CFR § 54.511(b)).
- 4.3.2.1.3.3.6.** Service providers shall offer schools and libraries services at the lowest corresponding prices throughout its geographic service areas that include all non-residential customer offerings that are similarly situated to a school or library. The "geographic service area" shall be the area in which a service provider Vendor is seeking to

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serve customers with any of its E-Rate services.

- 4.3.2.1.3.3.7. The FCC will only permit service providers to offer schools and libraries prices above prices charged to other similarly situated customers when those Vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service include volume, mileage from facility, and length of contract.
- 4.3.2.1.3.3.8. Vendor must operate within Rule 47 CFR § 54.511(b) which states that the provider of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the Lowest Corresponding Price (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory.
- 4.3.2.1.3.3.9. The Vendor, regardless of the size of the company, must provide LCP for a school or library. A service provider's obligation to provide the LCP shall not be tied to a response to an FCC Form 470 or this solicitation and should carry over throughout the billing life of the contract, as well.

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

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

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

## **4.3.2.1.4. 4G/5G Wireless Service**

As part of its WAN solution, Vendor must provide 4G or 5G wireless service. Upon request from the State, 4G or 5G service will be installed at locations where wireless service is available and satisfies the location bandwidth requirements. The state plans to utilize 4G/5G service as a full time or interim WAN service, or to provide back-up/redundant service for a sites Ethernet WAN service.

**4.3.2.1.4.1.** Vendor will be responsible for coordination of the installation and ongoing management of the 4G/5G wireless service.

**4.3.2.1.4.2.** State requires that both 4G/5G wireless service options include unlimited data.

**4.3.2.1.4.3.** Throttling of 4G/5G wireless data is strictly and wholly prohibited.

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## 4.3.2.2. Part 2: Vendor Ethernet WAN Services Migration Plan

- 4.3.2.2.1. The Vendor must provide a detailed project plan and Project Manager for transitioning the legacy installed WAN services to its Ethernet WAN services.
- 4.3.2.2.2. Vendor project plan must include details on how it will coordinate service migrations with WVOT and include details for their plan to mitigate any gaps in service (interruption of service).
- 4.3.2.2.3. Vendor must coordinate new services acceptance and billing for new services with WVOT in a manner that eliminates any duplicate billing between legacy services and new Vendor services.
- 4.3.2.2.4. Vendor must assign an experienced and skilled Project Manager who will provide a high-level project management plan including key components such as a project charter, issue tracking, statements of work (SOW), work breakdown structures (WBS), implementation schedules, etc. in accordance with the Project Management Body of Knowledge (PMBOK) or other industry standard project management methodology stated in West Virginia State Code (§5A-6-4b). The link can be found at:  
<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05a&art=6#06>
- 4.3.2.2.5. The project management plan must be submitted and approved by the WVOT Project Management Office (PMO) prior to engaging the first agency for Ethernet WAN services implementation.
- 4.3.2.2.6. The successful Vendor's Project Manager must track and report (via written status reports) the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determined appropriate throughout the project and each site implementation.



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

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

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

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

4.3.2.3.3.1. Billing Month

4.3.2.3.3.2. Billed Entity Name

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

4.3.2.3.3.4. Service Location

4.3.2.3.3.5. Service Period

4.3.2.3.3.6. Circuit or Service ID

4.3.2.3.3.7. Price Sheet Billing Component (Ex. Ethernet WAN 10MB)

4.3.2.3.3.8. Itemized Cost for Individual Billing Components

4.3.2.3.3.9. Itemized Cost for Any One-Time or Non-Recurring Charges

4.3.2.3.3.10. Itemized Cost for Any Surcharges and Total Cost

4.3.2.3.3.11. The cost identified in the bill must match the contract rates for the specified services.

4.3.2.3.4. The Vendor must provide the State's monthly bill in an editable format such as Excel and/or csv, and the State must be able to open the file in Google Sheets without the need for modifications. The Vendor's bill must be received within ten (10) business days from the end of the billing cycle. The Vendor should provide a copy of their bill as part of their response.

4.3.2.3.5. The Vendor must invoice on a consistent monthly billing cycle across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is accepted by the State or by the disconnect due date on the TCR. For new services, the Vendor must not bill the State until the State has accepted the services as functional. The Vendor shall not bill the State for services after the disconnect due date listed on the submitted TCR.

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- 4.3.2.3.6. If a billing error is discovered by the State, the State shall notify the Vendor, in writing, of the errors and the errors must be corrected prior to the next billing cycle. Vendor billing errors must be credited back to the State from the effective date of the error. The State reserves the right to withhold payment, in part or in full, until credit is received.
- 4.3.2.3.7. If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.
- 4.3.2.3.8. The Vendor must provide and update a weekly status report using the provided TCR log and agree to meetings to discuss as needed.
- 4.3.2.3.9. All unplanned service outages at the individual circuit level must be fully resolved within 24 hours. For each day beyond the initial 24-hour outage that an individual service is not fully functional, one day of credit will be applied to the State's bill. Credit shall be received starting at Hour 25 and no partial-day credits will be accepted. Service credit will be defined as monthly service cost divided by the number of days in that month. Service outage credits must not be averaged across all State installed services. Service outage credits must be applied against the individual site/service where the outage occurred.
- 4.3.2.3.10. The State requires an Account team (including Account Support Representative, Technical Support Representative, Solution Implementation Support Representative, Contract Manager, Billing Support Representative, Security/Compliance Specialist, and Project Manager) for the winning solution and life of the contract. Vendor must describe in detail the responsibilities of key roles and staff's experience in working in these roles. The State reserves the right to request, and the Vendor must provide, a new employee for any reason.
- 4.3.2.3.11. The Vendor's bill must show E-rate discounts per Funding Request Number (FRN) on the bill for E-rate eligible entities.
- 4.3.2.3.12. The State expects full, complete, and timely cooperation in disentangling the relationship in the event that the Agreement expires or terminates for any reason. In the event of expiration or termination, the State expects that the Vendor shall, among other things: return all State data and documentation to the State, including but not limited to configuration information; transfer ownership of all leased equipment at no cost to the State (other than the payments already received by the Vendor under the Agreement); and, allow the State or the replacement provider(s) continued access to all billing, ordering, and trouble ticketing systems, and processes that have been employed in servicing the State, in accordance with methods and procedures to be agreed upon

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and established in the Agreement. Please acknowledge your acceptance of this in your RFP response.

- 4.3.2.3.13.** If, as part of its proposal, the Vendor submits appendices or other supplemental materials, the Vendor must denote specifically in those materials where the relevant information is located.
- 4.3.2.3.14.** The Vendor's installation services must include all required products and services needed to install a functional service. This includes planning/engineering, termination, cross-connects, splices, terminating hardware setup, programming, mounting, and related documentation.
- 4.3.2.3.15.** The Vendor must be capable of extending the service to the required termination location beyond the minimum point of entry. The additional cost for the extension of service must be provided in the Pricing Page (Exhibit A – line 54).
- 4.3.2.3.16.** The Vendor must clearly label demarcation points with the site-specific service identification information, including demarcation extensions to the location of customer equipment where applicable, along with the identification of whether the Vendor or subcontractor will be providing the extension.
- 4.3.2.3.17.** The Vendor must comply with all applicable codes, licenses, certifications, and standards in the State of West Virginia as it relates to the proposed installation services.
- 4.3.2.3.18.** The Vendor must perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The Vendor may be required to provide documentation of test results if so requested.
- 4.3.2.3.19.** The Vendor must agree to the following installation timelines:
  - 4.3.2.3.19.1.** Forty-five days (45) where no special construction is required.
    - 4.3.2.3.19.1.1.** For each day beyond the forty-five (45) day installation intervals defined or agreed to above, where the new service is not installed within the installation timelines, liquidated damages of \$500 per day will be assessed at the State's discretion.

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4.3.2.3.19.1.2. Where special construction is required, Vendor must provide installation timeline which must be approved by the state.

4.3.2.3.20. The Vendor must provide a cost associated with expediting a service installation request on the Pricing Page (Exhibit A).

4.3.2.3.20.1. The vendor will refund in full service expedite fee should agree upon expedite date not being met.

4.3.2.3.21. The State will only pay special construction costs for new or legacy sites if other options (e.g.: 4G/5G wireless or other service provider facilities) are not available or if increased State bandwidth requirements cannot be met by existing telecommunication carrier facilities at the location. Special construction shall be approved at the State's discretion.

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

4.3.2.3.22.1. Leased Router:

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

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

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

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

4.3.2.3.22.1.5. Vendor must replace/upgrade Router as requested by the State to support

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increased bandwidth demands and provide adequate throughput.

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

**4.3.2.3.22.2.** Managed Internet Service

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

**4.3.2.3.22.2.1.1.** Circuit, Edge router and Internet access

**4.3.2.3.22.2.1.2.** Installation and ongoing support for bundled service

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

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

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

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

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### 4.3.2.4. Part 4: Security for WAN and DIA Services

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

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

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

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

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

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

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

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

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

Materials and Information Requested at Oral Presentation:

- 4.5.1.** Vendor will give an overview of its bid response, explaining its approach and methodology to providing the services outlined in the RFP, as well as provide information regarding its experience.
- 4.5.2.** The State of West Virginia will ask clarifying questions regarding the submission.

### SECTION 5: VENDOR PROPOSAL

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

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## SECTION 6: EVALUATION AND AWARD

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

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

### Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 50 Points Possible
  - Part 1: Technology Service & Solution for Ethernet WAN, DIA & 4G/5G Services 25 Points Possible
  - Part 2: Vendor Ethernet WAN Services Migration Plan 5 Points Possible
  - Part 3: Service and Support for WAN and DIA & 4G/5G Services 10 Points Possible
  - Part 4: Security for WAN & DIA Services 10 Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) 5 Points Possible

Qualifications and experience (§ 4.3)

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

(Oral interview, if applicable) (§ 4.4) 5 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

**Total Proposal Score: 100 Points Possible**



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

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

# REQUEST FOR PROPOSAL

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

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

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

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

Example:

Proposal 1 Cost is \$1,000,000  
Proposal 2 Cost is \$1,100,000  
Points Allocated to Cost Proposal is 30

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

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

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- 6.7. **Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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

TouchTone Communications Inc.

(Company)

 SVP & COO

(Representative Name, Title)

973-739-0004

(Contact Phone/Fax Number)

gcglodek@touchtone.net

(Date)

6/15/22

# **REQUEST FOR PROPOSAL**

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## **Exhibit A: Pricing Page**

Revised 07/01/2021

Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - -Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - -Calculated (B * E)	Total Cost ----- Calculated (D + F)
Ethernet WAN Service 300Mbps	5					
Ethernet WAN Service 500Mbps	1					
Ethernet WAN Service 1Gbps	5					
Ethernet WAN Service 2Gbps	1					
Ethernet WAN Service 3Gbps	1					
Ethernet WAN Service 5Gbps	1					
Ethernet WAN Service 7Gbps	1					
Ethernet WAN Service 10Gbps	1					
Ethernet WAN Service 20Gbps	1					
Ethernet WAN Service 40Gbps	1					
Dedicated Internet Access 50Mbps	1					
Dedicated Internet Access 100Mbps	1					
Dedicated Internet Access 500Mbps	1					
Dedicated Internet Access 1Gbps	1					
Dedicated Internet Access 2Gbps	1					

Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - -Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - -Calculated (B * E)	Total Cost - - - - - Calculated (D + F)
Dedicated Internet Access 5Gbps	1					
Dedicated Internet Access 10Gbps	1					
Dedicated Internet Access 25Gbps	1					
Dedicated Internet Access 40Gbps	1					
4G/5G Wireless Service <i>(Unlimited Data, no data throttling)</i>	1					
Leased Router (5mbps Service)	1					
Leased Router (10mbps Service)	1					
Leased Router (25mbps Service)	1					
Leased Router (50mbps Service)	1					
Leased Router (100mbps Service)	1					
Leased Router (200mbps Service)	1					
Leased Router (300mbps Service)	1					
Leased Router (500mbps Service)	1					
Leased Router (1Gbps Service)	1					

Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - -Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - -Calculated (B * E)	Total Cost - - - - Calculated (D + F)
Leased Router (2Gbps Service)	1					
Leased Router (3Gbps Service)	1					
Leased Router (5Gbps Service)	1					
Leased Router (7Gbps Service)	1					
Leased Router (10Gbps Service)	1					
Leased Router (20Gbps Service)	1					
Leased Router (40Gbps Service)	1					
Managed Internet Service (50Mbps)	1					
Managed Internet Service (100Mbps)	1					
Managed Internet Service (500Mbps)	1					
Managed Internet Service (1Gbps)	1					
Managed Internet Service (2Gbps)	1					
Managed Internet Service (5Gbps)	1					
Managed Internet Service (10Gbps)	1					
Managed Internet Service (40Gbps)	1					

Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - -Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - -Calculated (B * E)	Total Cost - - - - Calculated (D + F)
Total Annual Costs and Non-Recurring Costs						
<b>Miscellaneous Costs and information</b>						
		Provided by		Hourly Rate	Estimate of Hours	Total Cost
		Vendor (Y or N)	Subcontractor (Y or N)			
Extension of Circuit demarcation					100	
				Cost per Circuit Expedited	Estimate of Requests	Total Cost
Expedite Charge					100	
<b>Overall Cost Summary</b>						
Total Annual Costs and Non-Recurring Costs						
Extension of Circuit demarcation						
Expedite Charge						
<b>Total Cost for Evaluation</b>						



# **REQUEST FOR PROPOSAL**

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## **Exhibit B: Site List**

Revised 07/01/2021

**EXHIBIT B - List of Sites**

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

Street Address	Speed in MBPS
110 N MAIN ST, WEBSTER SPRINGS, WV 26288	20
110 N MAIN ST, WEBSTER SPRINGS, WV 26288	10
110 PARK AVE, WELCH, WV 24801	10
110 STOCKTON ST, CHARLESTON, WV 25387	10
1101 GEORGE KOSTAS DR, LOGAN, WV 25601	300
1101 N RANDOLPH AVE, ELKINS, WV 26241	100
1106 RAILROAD ST, FARMINGTON, WV 26571	10
111 S EISENHOWER DR, BECKLEY, WV 25801	50
1110 RAILROAD ST, FARMINGTON, WV 26571	10
1116 SMITH ST, CHARLESTON, WV 25301	10
112 NORTHERN REG CORRECTIONAL DR	50
1124 SMITH ST, CHARLESTON, WV 25301	500
11264 OHIO RIVER RD, WEST COLUMBIA, WV 25287	100
113 RANDOLPH ST, BECKLEY, WV 25801	5
1139 I 70 W, WHEELING, WV 26003	3
114 GRACE ST, DELBARTON, WV 25670	10
114 S HIGH ST, MORGANTOWN, WV 26501	10
115 AIKENS CTR, MARTINSBURG, WV 25404	10
115 CHURCH ST, SPENCER, WV 25276	10
11522 OHIO RIVER RD, WEST COLUMBIA, WV 25287	100
1159 NICK RAHALL GREENWAY, FAYETTEVILLE, WV	300
116 LIBERTY SQ, HURRICANE, WV 25526	10
1163 WILDLIFE RD, POINT PLEASANT, WV 25550	10
117 COURT ST N, RIPLEY, WV 25271	10
118 ADAMS ST, FAIRMONT, WV 26554	20
1186 N MILDRED ST, RANSON, WV 26438	10
119 RAILCROSS RD, CLARKSBURG, WV 26301	10
11923 CHARLESTON RD, RED HOUSE, WV 25168	5
120 WATER PLANT DR, MOOREFIELD, WV 26836	10
1200 AIRPORT RD, BEAVER, WV 25813	10
1200 HARRISON AVE, ELKINS, WV 26241	10
1201 DUNBAR AVE, DUNBAR, WV 25964	10
1201 GREENBRIER ST, CHARLESTON, WV 25311	100
1207 QUARRIER ST, CHARLESTON, WV 25301	20
1236 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	20
1236 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	50
124 COURT ST, ELIZABETH, WV 26143	20
124 MCGRAW ST, RIPLEY, WV 25271	10
1240 PAUL E MALONE RD, GRAFTON, WV 26354	10
1249 PRICHARD RD, PRICHARD, WV 25555	3
125 W MAIN ST, HARRISVILLE, WV 26362	10
12531 WINFIELD RD, WINFIELD, WV 25213	20
1255 DYER HILL RD, SUTTON, WV 26601	50
1275 WARWOOD AVE, WHEELING, WV 26003	10
130 ACADEMY DR, DUNBAR, WV 25964	5
130 STRATTON ST, LOGAN, WV 25601	100
1300 GASTON CAPERTON DR, HOLDEN, WV 25625	50
1301 34TH ST, VIENNA, WV 26105	10
1301 OLD LEETOWN PIKE, KEARNEYSVILLE, WV 25430	10
131 HIGHLAND DR, WESTON, WV 26152	100
1317 HANSFORD ST, CHARLESTON, WV 25301	10
131A PENINSULA ST, WHEELING, WV 26003	50
1321 PLAZA E, CHARLESTON, WV 25301	100

Street Address	Speed in MBPS
1324 CHAPLINE ST, WHEELING, WV 26003	10
1325 COOK PKWY, OCEANA, WV 24870	10
13285 MOUNTAINEER DR, RIVERTON, WV 26814	5
1339 PLAZA E, CHARLESTON, WV 25301	10
1343 N PRESTON HWY, KING WOOD, WV 26537	10
1356 HANSFORD ST, CHARLESTON, WV 25301	50
137 PEACH CT, DANVILLE, WV 25053	10
1385 LOCUST AVE, FAIRMONT, WV 26554	10
14 COMMERCE DR, WESTOVER, WV 25501	50
140 SCHOOL ST, OAK HILL, WV 25901	5
1400 12TH ST, VIENNA, WV 26105	10
1400 VIRGINIA ST, OAK HILL, WV 25901	50
1406 KANAWHA ST, POINT PLEASANT, WV 25550	10
1408 KANAWHA ST, POINT PLEASANT, WV 25550	10
141 FORESTRY CAMP RD, DAVIS, WV 26260	20
1411 N WALKER ST, PRINCETON, WV 24740	10
14115 N PRESTON HWY, BRUCETON MILLS, WV 26525	5
1415 EARL L CORE RD, MORGANTOWN, WV 26505	10
1439 MANSFIELD DR, PHILIPPI, WV 26416	5
144 JERRY LN, AUGUSTA, WV 26704	20
145 PILGRIM ST, INWOOD, WV 25428	10
146 STONEHOUSE RD, LEWISBURG, WV 24901	100
1471 WV HIGHWAY 5 E, GLENVILLE, WV 26351	10
148 MAPLEWOOD AVE, LEWISBURG, WV 24901	10
149 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1493 WV HIGHWAY 5 E, GLENVILLE, WV 26351	10
150 HOPEMONT DR, TERRA ALTA, WV 26764	20
150 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1501 EOFF ST, WHEELING, WV 26003	50
151 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1513 HARRISON AVE, ELKINS, WV 26427	10
1520 WINCHESTER AVE, MARTINSBURG, WV 25405	10
1525 DECKERS CREEK BLVD, MORGANTOWN, WV 26505	10
153 W MAIN ST, CLARKSBURG, WV 26301	20
1530 NORWAY AVE, HUNTINGTON, WV 25705	100
156 RESOURCE LN, FOSTER, WV 25751	50
159 DAVIS ST, PRINCETON, WV 24740	10
15933 APPALACHIAN HWY, THOMAS, WV 26292	5
1600 HARPER RD, BECKLEY, WV 26018	10
162 ARKWRIGHT AVE, MORGANTOWN, WV 26505	1000
163 WILDLIFE RD, FRENCH CREEK, WV 26218	10
1655 S PLEASANTS HWY, SAINT MARIES, WV 26170	10
166 DOH LN, BERKELEY SPRINGS, WV 26411	10
167 11TH AVE, SOUTH CHARLESTON, WV 25303	100
16964 CACAPON RD, GREAT CANYON, WV 25422	3
17 MCDOWELL ST, WELCH, WV 26069	10
1700 MACCORKLE AVE SE, CHARLESTON, WV 25314	50
1701 5TH AVE, CHARLESTON, WV 25301	20
1703 COONSKIN DR, CHARLESTON, WV 25311	20
1740 UNION CARBIDE DR, SOUTH CHARLESTON, WV	20
1767 BEARHOLE RD, FINEWATER, WV 26744	20
18 N TORNADO WAY, KEYSER, WV 26149	10
180 ASSOCIATION DR, CHARLESTON, WV 25311	10

Street Address	Speed in MBPS
1822 MAIN ST E, OAK HILL, WV 25901	10
1824 MURDOCH AVE, PARKERSBURG, WV 26101	10
18351 VETERANS MEMORIAL HWY, KINGWOOD, WV	10
186 HOSPITAL DR, GRANTSVILLE, WV 26147	10
1867 ROCK CLIFF DR, MARTINSBURG, WV 25401	10
19 CIRCLE DR, LOGAN, WV 25601	3
19 PUTNAM VILLAGE DR, HURRICANE, WV 25526	10
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	1000
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	5000
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
192 INDUSTRIAL PARK LN, BEECH BOTTOM, WV 26030	10
1948 WILTSHIRE RD, KEARNEYVILLE, WV 25430	10
195 DAVIS ST, PRINCETON, WV 24739	10
195 DAVIS ST, PRINCETON, WV 24739	10
196 N TORNADO WAY, KEYSER, WV 25726	10
198 DAVIS ST, PRINCETON, WV 24739	10
1993 SMITHTON RD, WEST UNION, WV 26450	10
2 ARMORY WAY, SUMMERSVILLE, WV 26651	10
2 BROWN AVE, WESTON, WV 26167	10
2 O HANLAN PL, BARBOURSVILLE, WV 25504	20
200 ARLINGTON ST, CHELSEA, IA 22150-2375	500
200 DAVIS ST, PRINCETON, WV 24739	20
200 MAIN ST, SPENCER, WV 25776	10
200 N COURT ST, LEWISBURG, WV 24601	10
200 NEW RIVER TOWN CTR, BEDFORD, WV 25801	10
200 S VIKING WAY, MARTINSBURG, WV 25401	10
200 SAMARITAN DR, SHADY SPRING, WV 25918	10
200 STATE ST, MADISON, WV 25110	100
200 W MAIN ST, CLARKSBURG, WV 26301	10
2006 ROBERT C BYRD DR, BECKLEY, WV 25801	10
2006 TRAP SPRINGS RD, GERRITSON, WV 26354	50
2020 UNION CARSIDE DR, SOUTH CHARLESTON, WV	1000
203 DOH GARAGE RD, DANVILLE, WV 25053	10
203 E 3RD AVE, WILLIAMSON, WV 25661	10
203 KENOVA AVE, WAYNE, WV 25670	20
2031 PLEASANT VALLEY RD, BERTHOLET, WV 26554	50
206 SENIOR LN, PARSONS, WV 26281	10
209 MARION SQ, FAIRMONT, WV 26134	10
210 BROOKS ST, CHARLESTON, WV 25301	10
210 MAIN ST, MIDDLEBORO, WV 26149	10
211 6TH ST, PARKERSBURG, WV 26101	50
211 E 5TH AVE, RANSON, WV 25133	10
211 VALHALLA LN, MARTINSBURG, WV 25404	10
212 E MAIN ST, GLENVILLE, WV 26341	10
2120 NORTHWESTERN TRPK, BURLINGTON, WV 26710	100
213 KENMORE DR, DANVILLE, WV 25053	10
215 W MAIN ST, CLARKSBURG, WV 26301	10
22 HERBERT AVE, SMITHFIELD, WV 26156	20
220 W MAIN ST, HARRISVILLE, WV 26362	10

Street Address	Speed in MBPS
222 PAYNE ST, HILLSBORO, WV 24946	50
222 S VIKING WAY, MARTINSBURG, WV 25401	10
22278 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
22288 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
22445 ALLEGHENY HWY, HARMAN, WV 26270	5
225 E 3RD AVE, WILLIAMSBURG, WV 25661	10
225 HOLIDAY HILLS DR, PARKERSBURG, WV 26104	50
2266 PENNSYLVANIA AVE, CHARLESTON, WV 25302	5
229 E MARTIN ST, MARTINSBURG, WV 25404	10
23 HOSPITAL DR, PETERSBURG, WV 26847	10
23 WABASH AVE, PHILLIPS, WV 26416	10
230 HEAVNER AVE, ELKINS, WV 26241	10
231 CAPITOL ST, CHARLESTON, WV 25301	10
2310 KANAWHA BLVD E, CHARLESTON, WV 25311	100
2311 OHIO AVE, PARKERSBURG, WV 26101	50
23236 GEORGE WASHINGTON HWY, AURORA, WV 26705	5
235 BARRETT ST, GREENSBORO, WV 26354	10
239 COURT AVE, WESLEY, WV 26452	10
239 WILLOW SPRING DR, CHARLES TOWN, WV 25414	10
24 RULAND RD, KEARNEYVILLE, WV 25433	10
2403 FAIRLAWN AVE, PETERSBURG, WV 25064	20
2403 FAIRLAWN AVE, PETERSBURG, WV 25064	50
242 MAIN ST, CAESAR CREEK, WV 25850	10
245 POINT MOUNTAIN RD, WALLEY HEAD, WV 26294	5
2460 MURPHYS RUN, BRIDGEPORT, WV 26330	100
248 DUNHAM CUT, PETERSBURG, WV 25250	5
24940 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
24948 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
24954 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
25 BRUSH COUNTRY RD, MARLINTON, WV 24954	5
25 RED OAKS SHOPPING CTR, RONCEVERTE, WV 24970	3
2507 9TH AVE, PARKERSBURG, WV 26101	10
255 DEPOT ST, WESTON, WV 26452	10
257 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	10
2619 PENNSYLVANIA AVE, WHEATON, WV 25062	10
26452 EAST LYNN RD, WEAVER, WV 25570	20
26452 EAST LYNN RD, WEAVER, WV 25570	50
269 AIKENS CTR, MARTINSBURG, WV 25404	202
269 CHARLESTON RD, PETERSBURG, WV 25273	5
2699 PARK AVE, HUNTINGTON, WV 25704	100
270 MYLAN PARK LN, WOODBURN TOWN, WV 26501	50
2700 CHARLES AVE, CHARLESTON, WV 25064	10
2800 WASHINGTON ST, CHARLESTON, WV 25387	5
2807 JACKSON AVE, PLEASANT, WV 25550	10
2807 JACKSON AVE, PLEASANT, WV 25550	10
281 TUNNEL HILL RD, SALERS, WV 26425	5
284 FACTORY ST, CLARKSBURG, WV 26301	10
2850 5TH AVE, HUNTINGTON, WV 25702	10
286 BLUE PRINCE RD, STONFIELD, WV 24701	10
2880 N PLEASANTS MOUNTAIN, BIT MARYS, WV 26170	100
2935 OC WAFFLE ST, WHEELERSBURG, WV 26070	5
295 SKIDMORE LN, HUNTINGTON, WV 26601	10
2959 US ROUTE 80, HUNTINGTON, WV 26839	5

Street Address	Speed in MBPS
299 CONFEDERATE RD, FRANKLIN, WV 26807	10
300 CAPITOL ST, CHARLESTON, WV 25301	10
300 LAKEVIEW CTR, PARKERSBURG, WV 26101	100
300 TECHNOLOGY DR, SOUTH CHARLESTON, WV 25309	5
301 AMBROSE LN, PRINCETON, WV 24739	5
301 EAGLE MOUNTAIN RD, CHARLESTON, WV 25311	10
304 SCOTT AVE, MORGANTOWN, WV 26506	10
3100 16TH STREET RD, HUNTINGTON, WV 25701	10
312 3RD AVE, HINTON, WV 25951	10
313 ANTHONY CENTER RD, WHITE SULPHUR SPRINGS,	50
3134 ARMA RD, ARMA, WV 26005	5
314 FAYETTE PIKE, MONTICOMERY, WV 26136	100
315 N OHIO AVE, CLARKSBURG, WV 26301	3
316 HOWARD AVE, MULLENS, WV 25882	10
316 MAPLEWOOD AVE, LEWISBURG, WV 24801	50
32 RANDOLPH AVE, LEWISBURG, WV 26241	10
320 ADAMS ST, FAIRMONT, WV 26554	10
320 SUMMERS ST, HUNTINGTON, WV 25951	10
321 MARKET ST, SPENCER, WV 25276	10
322 70TH ST SE, CHARLESTON, WV 25304	3
3225 ROBERT D BYRD DR, BECKLEY, WV 25801	10
32353 VETERANS MEMORIAL HWY, TERRA ALTA, WV	5
324 4TH AVE, SOUTH CHARLESTON, WV 25303	100
326 CENTRAL AVE, MARIETTA, WV 25570	5
3266 WINFIELD RD, WINFIELD, WV 25213	10
3293 JEFFERSON ST, PARKERSBURG, WV 26101	10
33 MCINTOSH PARK, WHEELING, WV 26060	10
33 SOUTH FURK PLACE, ROCKHANNON, WV 26201	10
330 HARPER PARK, ROCKWELL, WV 25801	20
330 RED OAKS SHOPPING CENTER, RONCEVERTE, WV 24970	20
34 AUCTIONEER BUILDING, HUNTINGTON, WV 25901	20
34 STATE HILL, CAPON SPRING, WV 26743	5
3405 WINFIELD RD, WINFIELD, WV 25213	10
350 CAPITOL ST, CHARLESTON, WV 25301	300
3549 MAIN ST, WEIRTON, WV 26062	10
355 DOLAN DR, AUSTIN, WV 26704	20
3554 TEAYS VALLEY RD, WALKER CANE, WV 25526	10
357 WALNUT ST, HARRISBURG, WV 25523	10
357 WALNUT ST, HARRISBURG, WV 25523	10
36 ALLENS FORD RD, BRIDGEVILLE, WV 25520	5
360 OLD ROUTE 18, SHELBYVILLE, WV 26525	5
367 GUS R DOUGLAS DR, CHARLESTON, WV 25312	20
3708 SUTTON DR, SUTTON, WV 26601	50
3772 TEAYS VALLEY RD, WALKER CANE, WV 25526	5
378 MAIN ST, FRANKLIN, WV 26147	10
38 GRAPEVINE RD, MARTINSBURG, WV 26105	50
38 SEVERN HWY, MARTINSBURG, WV 26103	10
3870 NATIONAL RD, MARTINSBURG, WV 26069	10
397 MID ATLANTIC RD, MARTINSBURG, WV 26404	50
40 14TH ST, MARTINSBURG, WV 26055	10
40 COMMERCE ST, MARTINSBURG, WV 26101	50
400 5TH ST, PARKERSBURG, WV 26101	20
400 ARNEY RD, FAIRMONT, WV 26550	50

Street Address	Speed in MBPS
400 TELETECH DR. MOUNDSVILLE, WV 26041	50
401 2ND ST. PARKERSBURG, WV 26101	10
401 GUFFEY ST. FAIRMONT, WV 26554	10
404 MAIN ST. POINT PLEASANT, WV 25550	10
405 CAPITOL ST. CHARLESTON, WV 25301	10
407 NEVILLE ST. BECKLEY, WV 25801	50
408 ALEXANDER ST. CEDAR GROVE, WV 26039	10
408 EB SAUNDERS WAY. PARKERSBURG, WV 26301	10
408 LEON SULLIVAN WAY. CHARLESTON, WV 25301	20
409 VIRGINIA ST. CHARLESTON, WV 25301	100
409 WOOD MOUNTAIN DR. GREEN JEAN, WV 25846	10
410 S MAIN ST. BOONE, WV 26036	10
416 ADAMS ST. PARKERSBURG, WV 26554	100
4188 WASHINGTON ST. CHARLESTON, WV 25313	10
4190 WASHINGTON ST. CHARLESTON, WV 25313	100
428 MAIN ST. CHARLESTON, WV 25301	10
4285 CEDAR LAKE DR. PARKERSBURG, WV 26301	10
430 S 2ND AVE. BECKLEY, WV 25815	10
431 RUNNING BROOK DR. GREENBANK, WV 25529	100
4319 DENVER DR. BECKLEY, WV 25815	50
433 MIDWAY AVE. MARTINSBURG, WV 25404	100
4476 TRIPLET DR. BECKLEY, WV 25815	50
4496 CEDAR LAKE DR. PARKERSBURG, WV 26301	10
45 1/2 W ST. BECKLEY, WV 25815	10
450 S 1ST AVE. BECKLEY, WV 25815	10
452 MAIN ST. BECKLEY, WV 25815	10
453 VAN VOORHIS DR. GREENBANK, WV 25529	50
454 WOODBURN DR. BECKLEY, WV 25815	50
454 WOODBURN DR. BECKLEY, WV 25815	100
467 WAINWRIGHT DR. BECKLEY, WV 25815	10
47 SCHOONOVER DR. BECKLEY, WV 25815	300
4701 WOODBURN DR. CHARLESTON, WV 25304	10
4720 GREENBANK DR. BECKLEY, WV 25815	100
4752 CH W E DR. BECKLEY, WV 25815	10
4757 ROCKY HOLLOW DR. GREENBANK, WV 25529	50
489 WAINWRIGHT DR. BECKLEY, WV 25815	10
49 HARRIS DR. BECKLEY, WV 25815	10
49 MAIN ST. BECKLEY, WV 25815	10
493 WAINWRIGHT DR. BECKLEY, WV 25815	10
4947 CEDAR LAKE DR. PARKERSBURG, WV 26301	5
4994 ELIZABETH DR. BECKLEY, WV 25815	10
4994 ELIZABETH DR. BECKLEY, WV 25815	50
50 COURT ST. BECKLEY, WV 25815	10
500 CEDAR LAKE DR. PARKERSBURG, WV 26301	10
500 S 1ST AVE. BECKLEY, WV 25815	1000
500 TELETECH DR. MOUNDSVILLE, WV 26041	10
5000 GREENBANK DR. BECKLEY, WV 25815	10
502 BECKLEY DR. CHARLESTON, WV 25301	10
505 COURT ST. BECKLEY, WV 25815	10
512 WAINWRIGHT DR. BECKLEY, WV 25815	10
515 WAINWRIGHT DR. BECKLEY, WV 25815	10
5187 WAINWRIGHT DR. BECKLEY, WV 25815	10
5206 WAINWRIGHT DR. BECKLEY, WV 25815	5



Street Address	Speed in MBPS
5206 GAULEY TRHE WHEELERS WV 26627	5
53 KIESS DR, PETERSBURG WV 26847	10
532 PENNSYLVANIA AVE, FARMONT, WV 26554	10
535 NORTH ST UNION, WV 24893	10
537 ENTERPRISE DR, WYOMING WV 26324	10
540 N JEFFERSON ST, LEWISBURG, WV 24901	10
541 HARLEY O SPAGHERS DR, KEYSER, WV 26726	10
549 MALL RD, CARRICK, WV 26001	10
550 INDUSTRIAL DR, WARRINGTON WV 25901	10
56 DOH DR, NEW MEAD, WV	10
56 PICKENS BRIDGE, NEW VALLEY, WV 26222	5
5707 MACCORMACK AVE, CHARLESTON, WV 25304	300
5900 BUYER RIVER RD, MARTINSVILLE, WV 25504	10
60 MANFREDI ROAD, WINBAR, WV 26064	20
60 PENNSYLVANIA ST, WHEELERS, WV 26756	10
600 7TH ST, WHEELERS, WV 26756	1000
600 CHURCH ST, WHEELERS, WV 26756	10
605 CHEFFERS AVE, WHEELERS, WV 26756	10
60B DOUGHERTY LN, STARBUCK, MARK, WHEELERS, WV	20
611 THOMAS ST, WHEELERS, WV 26756	10
619 ROCKY MOUNTAIN DR, WHEELERS, WV 26756	100
62 REGAN DR, WHEELERS, WV 26756	10
6200 US HWY 58, MARTINSVILLE, WV 26004	5
624 DEPOT ST, WHEELERS, WV 26756	100
627 WHEELER AVE, WHEELERS, WV 26756	10
6402 WHEELERS DR, WHEELERS, WV 26756	5
641 S ST, MARTINSVILLE, WV 26155	5
67 N ST, WHEELERS, WV 26756	10
677 S ST, WHEELERS, WV 26756	10
69 13TH ST, WHEELERS, WV 26756	20
7 INDUSTRIAL DR, WHEELERS, WV 26756	50
7 PLUMMER DR, WHEELERS, WV 26756	100
701 2ND ST, WHEELERS, WV 26756	10
703 7TH ST, WHEELERS, WV 26756	20
707 2ND ST, WHEELERS, WV 26756	50
71 WHEELERS ST, WHEELERS, WV 26756	10
712 WHEELERS ST, WHEELERS, WV 26756	10
714 WHEELERS ST, WHEELERS, WV 26756	10
731 WHEELERS BOR, WHEELERS, WV 26756	5
738 WHEELERS RD, WHEELERS, WV 26756	10
738 WHEELERS RD, WHEELERS, WV 26756	10
750 WHEELERS AVE, WHEELERS, WV 26756	10
7619 S CHURCH, WHEELERS, WV 26756	5
765 WHEELERS ST, WHEELERS, WV 26756	10
766 WHEELERS ST, WHEELERS, WV 26756	10
795 WHEELERS AVE, WHEELERS, WV 26756	50
80 WHEELERS ST, WHEELERS, WV 26756	10
800 WHEELERS RIVER, WHEELERS, WV 26756	10
801 WHEELERS ST, WHEELERS, WV 26756	100
805 WHEELERS ST, WHEELERS, WV 26756	3
806 WHEELERS SAIN, WHEELERS, WV 26756	10
812 WHEELERS RIER, WHEELERS, WV 26756	100
8174 WHEELERS LOGA, WHEELERS, WV 26756	10

Street Address	Speed in MBPS
818 CACAPON LODGE DR, KEELY SEGS, WV 25411	10
819 3RD AVE, MARLINTON, WV 24054	10
82 EMERGENCY DR, NEW CUMBERLAND, WV 26047	10
82 FFA DR, RIPLEY, WV 25075	50
8205 COURT AVE, ...	10
83 BRUSHY FORK RD, ...	100
830 NORTHSIDE DR, ...	10
830 VIRGINIA AVE, ...	10
836 LUNDE CREEK, ...	10
837 CHRISTINA DR, ...	1000
838 ...	3
840 ...	10
843 ...	20
848 ...	10
85 INDUSTRIAL DR, ...	20
851 ...	5
852 ...	10
858 ...	5
875 ...	5
878 ...	20
88 ...	10
888 ...	5
89 ...	100
89 ...	1000
900 ...	20
900 ...	300
901 ...	10
901 ...	10
904 ...	5
907 ...	20
908 ...	100
91 A ...	10
92 ...	10
9209 ...	10
9288 ...	5
9346 ...	20
936 ...	100
937 ...	10
9360 ...	5
94 ...	10
94 ...	20
9407 ...	5
95 ...	5
956 ...	3
980 ...	100



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

State of West Virginia  
 Centralized Request for Proposals  
 Info Technology

<b>Proc Folder:</b> 1034853		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum #1 - Statewide Contract for Data Transport Services		Addendum #1 is issued to change the bid opening date, attach vendor Q&A's, attach the Pre-Bid Sign-I..... See Page 2 for complete info	
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-06-02	2022-06-16 13:30	CRFP 0212 SWC2200000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** TouchTone Communications  
**Address :** 3 Wing Drive, Suite 103  
**Street :** Cedar Knolls NJ  
**City :**  
**State :** **Country :** USA **Zip :** 07927  
**Principal Contact :** Gary Glodek  
**Vendor Contact Phone:** 973-739-0004 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
 Signature X

FEIN# 37-1418502

DATE 6-15-22

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

**Reason for Modification:**

Addendum #1 is issued to change the bid opening date, attach vendor Q&A's, attach the Pre-Bid Sign-In Sheet, and to attach a revised pricing page.

**ADDITIONAL INFORMATION**

Addendum #1 is issued to change the bid opening date, attach vendor Q&A's, attach the Pre-Bid Sign-In Sheet, and to attach a revised pricing page.

Bid Opening date changes from 06/09/2022 to 06/16/2022. Bid Opening time remains the same at 1:30 PM ET.

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

Mandatory Pre-Bid Meeting to be held on May 18, 2022 at 1:30 PM in the Executive Room at Building 7, WV Capitol Complex State Training Center, 1900 Kanawha Blvd E, Charleston, WV 25305

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81161700			

**Extended Description:**

Telecom/Data Transport Services - See Pricing Page

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting on May 18, 2022 at 1:30 PM EDT	2022-05-18
2	Technical Questions due by May 25, 2022 at 10:00 AM EDT	2022-05-25

# SOLICITATION NUMBER: CRFP SWC2200000001

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFP SWC2200000001 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

- 1) To change the bid opening date from June 9, 2022 to June 16, 2022. Bid opening time of 1:30 PM ET remains the same.
- 2) To attach a revised Exhibit A - Pricing Page
- 3) To attach the Vendor Questions and Answers
- 4) To attach the Mandatory Pre-Bid Sign-In Sheet

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

### Terms and Conditions:

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFP SWC2200000001**

**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:**

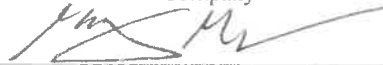
(Check the box next to each addendum received)

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

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

TouchTone Communications Inc.

Company



Authorized Signature

6/15/22

Date

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

## **CRFP SWC220000001, Addendum #1**

### **Vendor Questions & Answers**

**Q1:** 4.1.1.1 - Qualification and Experience Information. How will the State reach out to obtain references? Via email or phone call?

**A1:** The State may contact a reference by either method.

**Q2:** 4.1.1.1 - Qualification and Experience Information. Can you provide the name, telephone number and email address of the State personnel reaching out to references to ensure that customer reference is informed?

**A 2:** We are not at liberty to disclose that information at this time.

**Q3:** 4.3.1.1.1.2. The State desires that the Vendor provide Ethernet WAN services that utilize SD-WAN overlay services as defined in the Metro Ethernet Forum (MEF) 3.0 standards. <https://www.mef.net/service-standards/overlay-services/sdwan/>. Please describe your company's ability to meet this goal. Can the State fully define their SD-WAN requirements?

**A3:** Please provide your company's proposed SD-WAN solution. The state is interested in obtaining the most robust, reliable, secure and cost effective SD-WAN solution available.

**Q4:** 4.3.1.1.1.2. The State desires that the Vendor provide Ethernet WAN services that utilize SD-WAN overlay services as defined in the Metro Ethernet Forum (MEF) 3.0 standards. <https://www.mef.net/service-standards/overlay-services/sdwan/>. Please describe your company's ability to meet this goal. Does the State of WV want costing information included for SD-WAN at this time, or does the State of WV just want to know how the vendor would implement SD-WAN as an overlay service?

**A4:** The State does want SD-WAN pricing at this time and to understand how the vendor would implement SD-WAN as an overlay service.

**Q5:** If the State does want pricing included, will SD WAN be included at every site?

**A5:** The State may or may not install SD-WAN service at every site

**Q6:** If not at every site, can an additional line item be added to Exhibit A Pricing Page for SD-WAN sites?

**A6:** The State has revised the pricing sheet.

- a. Vendors are now required to provide Ethernet WAN Service and SD-WAN enabled Ethernet WAN Service pricing as separate line items

**Q7:** Does the State of WV intend to install and manage the SD-WAN equipment, or is it to be installed and managed by the vendor?

**A7:** The SD-WAN equipment is to be installed and managed by the Vendor as part of their service

**Q8:** Also, does the State of WV have a preferred equipment vendor for SD-WAN hardware?

**A8:** The State does not have a preferred equipment vendor for SD-WAN hardware.

**Q9:** Is there a specific SD-WAN feature or capability that the state is interested in, for example: Application Aware Routing or Single pane-of-glass?

**A9:** The State does not have a specific SD-WAN feature or capability that it is interested in at this time.

**Q10:** 4.3.1.2.2. The State desires all sites listed in Appendix A be migrated to vendor Ethernet WAN service within 365 calendar days from contract effective date. The State reserves the right to reprioritize this list as necessary. Please describe your company's plan to accomplish these migrations. Please describe your company's ability to migrate all sites listed in Appendix A within 365 calendar days from contract effective date. Exhibit A is the Pricing Page. Is 4.3.1.2.2 intended to reference Exhibit B: Site List?

**A10:** No, Appendix A and Exhibit A are two different documents.

**Q11:** 4.3.1.4. Part 4: Security for WAN and DIA Services Is the State open to considering future security initiatives, such as Governance Risk and Compliance, Threat and Vulnerability, and SOC Services? If so, would the state provide details in the Q&A and provide line items in the Exhibit A pricing page?

**A11:** No

**Q12:** 4.3.1.4.1 The Vendor should support customer evaluation of security incidents and compliance verification evaluations, as deemed necessary by the customer. Can the State define the type of security incidents?

**A12:** Please refer to the following document for State definitions of security incidents.

a. Cyber Incident: <http://www.wvlegislature.gov/wvcode/code.cfm?chap=5A&art=6C>

**Q13:** Does the State want Endpoint Detection and Response (EDR) or Managed Detection and Response (MDR)? Is the State looking for a Secure Service Edge (SSE) platform to protect cloud data? Is the State looking for a deception solution to protect all company data? If the answer to any of these questions is yes, will the State provide details in the Q&A and provide a line item to Exhibit A pricing page?

**A13:** The State does not require EDR, MDR or SSE services as part of this contract except for Managed Internet Services found in section 4.3.2.3.22.2.

**Q14:** 4.3.1.4.1 The Vendor should support customer evaluations of security incident and compliance verification evaluation, as deemed necessary by the customer. What manner of support is the State looking for? Can you provide examples?

**A14:** Please refer to Section 30 of the General Terms and Conditions published with the RFP.

**Q15:** 4.3.2.1.1.1. The Vendor must provide Ethernet WAN services that will terminate into existing State network equipment. Can the State of WV provide a list of their existing network equipment that the vendor must connect to?

**A15:** The State will not provide a list. All WVOT managed network equipment is IEEE 802.3 standard routers and switches.

**Q16:** 4.3.2.1.1.6 The proposed WAN services must support the transport of existing applications and services currently being utilized by the State of West Virginia. The Vendor proposed solution must allow existing or future 3rd party applications and services (example: Google Cloud, AWS, Azure) to be accessed or to function in a robust, secure, and reliable manner from the vendors core network. Does the State of WV want costing information included for the secure connection to existing/future cloud service providers at this time, or does the State of WV just want to know how the vendor would provide these services?

**A16:** The State does not want costing information at this time, rather to ensure that secure connections to cloud hosted services can be provided if requested/required.

**Q17:** If the State does want pricing included, will this service be required at every site? If not at every site, can an additional line item be added to the Exhibit A Pricing Page?

**A17:** The State expects the vendor to detail their capabilities to securely connect to cloud hosted services.

**Q18:** Also, what is the expected total aggregate data usage expected for the secure data connections?

**A18:** The State does not know the expected total aggregate data usage.



**Q19:** 4.3.2.1.2.1. Vendor must provide dedicated DIA services purchased from the State demarcation point to the Internet backbone. Will the State be providing internet services for all State agencies?

**A19:** The State offers WAN and DIA as options for all agencies and at all locations.

**Q20:** 4.3.2.1.2.1. Vendor must provide dedicated DIA services purchased from the State demarcation point to the Internet backbone. Will the State be establishing a new Internet Hub separate from WVNET?

**A20:** The State does not plan to establish a new Internet Hub at this time. The State offers WAN and DIA as options for all agencies and at all locations.

**Q21:** 4.3.2.1.2.1. Vendor must provide dedicated DIA services purchased from the State demarcation point to the Internet backbone. Will the State have a main internet hub location for connectivity to the internet? If so, which site or sites will be designated as such?

**A21:** The State currently leverages WV-Net as their primary Internet provider. The State offers WAN and DIA as options for all agencies and at all locations, the DIA services will route traffic directly to the vendor provided Internet service without traversing the WAN.

**Q22:** 4.3.2.1.2.2. Denial of Service: Vendor must respond to Denial of Service attacks reported by State within 15 minutes of State opening a trouble ticket. Is the State requesting a DDOS security solution, and if so, will the State of WV add a line item to Exhibit A pricing page?

**A22:** No. However, the State expects that the service provider has an inherent DDOS response capabilities included as part of their Managed Internet Service offer.

**Q23:** 4.3.2.1.4.1. Vendor will be responsible for coordination of the installation and ongoing management of the 4G/5G wireless service. Is it the States desire to be able to install and manage the 4G/5G equipment similar to the Leased Router? Or, as a bundled service similar to Managed Internet? If not bundled, can the State provide a line item to Exhibit A pricing page?

**A23:** The State expects the vendor to install and maintain the 4G/5G equipment and service.

**Q24:** 4.3.2.3.3.8 Itemized Cost for Individual Billing Components and 4.3.2.3.3.10 Itemized Cost for Any Surcharges and Total Cost Exhibit A Pricing Page 'Description of Service' elements imply a bundled rate, which conflicts with the itemized requirements in sections 4.3.2.3.3.8 and 4.3.2.3.3.10. How does the State want to care for the individual billing components, including surcharges? Can the State clarify and revise Exhibit A Pricing Page if necessary.

**A24:** Rate on the Pricing Page will be a monthly rate. The invoice received from the Vendor must include the details requested.

**Q25:** 4.3.2.3.19.1.1. For each day beyond the forty-five (45) day installation intervals defined or agreed to above, where the new service is not installed within the installation timelines, liquidated damages of \$500 per day will be assessed at the State's discretion. Will the State consider including a "Force Majeure" standard prior to considering any Liquidated Damages provision in the contract?

**A25:** Liquidated Damages will be assessed at the discretion of the State. The State cannot prematurely commit to assessing or not assessing the Liquidated Damages.

**Q26:** 4.3.2.3.22.2. Managed Internet Service - Does the State of WV plan to install and manage the router for the Managed Internet Service the same as indicated on the Leased Router?

**A26:** The Vendor is responsible for installation and management of the router in the Managed Internet Service

**Q27:** 4.3.2.4.2. The Vendor will be responsible for resolving all security vulnerabilities that may affect equipment or transmission services provided to the customer. Can the State fully define or explain what is included in all security vulnerabilities?

**A27:** As defined by OWASP, a vulnerability is a hole or a weakness in the application, which can be a design flaw or an implementation bug, that allows an attacker to cause harm to the stakeholders of an application.

**Q28:** Are you asking for a vulnerability assessment? If so, can you add a line item to Exhibit A pricing page. And, what outcomes are you looking for?

**A28:** The state is not looking for a vulnerability assessment

**Q29:** And, is this pertaining to the vendor's network and equipment, not the leased router that the State plans to manage?

**A29:** This pertains to all vulnerabilities residing on vendor managed systems, infrastructure, or equipment. This does not include the state-managed/leased router.

**Q30:** EXHIBIT B - List of Sites For address at 469 AIKENS CTR. MARTINSBURG, WV 25404, should the speed be listed as 20Mbps?

**A30:** Yes

**Q31:** Instructions to Vendors: Bid Opening - Can the State provide a 30 day extension from when answers to questions are released to vendors?

**A31:** The State is extending the bid response deadline to June 16th, 2022. 1:30 PM EST

**Q32:** 4.3.2.1.2.3 Will the government accept non-contiguous IP blocks smaller than a /24?

**A32:** Yes

**Q33:** 4.3.2.1.2.4 In the event that more than one circuit is required at a site to achieve a bandwidth requirement, does the state of West Virginia require diversity for all circuits at that site? If so, what level of diversity is required?

**A33:** No

**Q34:** 4.3.2.3.19.1.1 For installation intervals that may exceed the forty-five day requirement, would a temporary 4G/5G solution be acceptable?

**A34:** Yes, if it meets the bandwidth requirement of the service ordered and approved by the State in advance of installation.

**Q35:** 4.3.2.3.19.1 The telecommunications industry standard for fiber/ethernet circuit installation is 90-120 days. A 45-day interval will inadvertently favor the incumbent provider. Will the State of West Virginia consider changing the installation timeline to 90-120 days?

**A35:** No

**Q36:** 4.3.2.3.19.1.1 Will the State of West Virginia consider revising "liquidated damages of \$500 per day will be assessed at the State's discretion" to "liquidated damages of \$500 per day, not to exceed the monthly recurring charge of the circuit will be assessed at the State's discretion"? Given the aggressive installation timeline, it is possible the penalty for missing the delivery would exceed the actual cost of the service being ordered.

**A36:** No

**Q37:** 4.1 and Exhibit B: Site List In 4.1 the State indicates that there are approximately 1000 WAN circuits and services installed statewide but in Exhibit B there is address information for only 467 locations. Can the State provide the location information for the remaining sites or address the discrepancy?

**A37:** The list provided in Exhibit B are the circuits managed by WVOT. Many additional agencies across the state leverage the legacy WAN contract. Other state agencies may choose to utilize the new contract in the future.

**Q38:** 4.3.2.3.19.1 Will the State clarify if the 45 day requirement is based on calendar days or business days?

**A38:** Calendar

**Q39:** Section 3 Given the current supply chain shortage caused by COVID-19 and other forces majeure, such as geo-political and economic influences, would the state consider adding the following Force Majeure Clause to the General Terms and Conditions:

FORCE MAJEURE. Neither party will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, cable cuts by third parties, flood, weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, software bugs, viruses and the like, acts of regulatory or governmental agencies, or other causes beyond their reasonable control, except for the obligation to pay amounts due under this Agreement.

**A39:** Contract terms and conditions negotiations will commence when appropriate. Should any Vendor desire their terms to be incorporated, it must note so in its response.

**Q40:** Section 4.3.2.1.4 - Can unlimited data and no throttling be waived?

**A40:** No

**Q41:** What throughput is expected in 4G/5G

**A41:** The State recognizes that speed will vary based on location and whether it's 4/G or 5/G.

**Q42:** What is the current expenditure per site? is there a budget?

**A42:** No

**Q43:** Is the state requesting pricing options for Leased router and purchased router or just leased?

**A43:** Leased

**Q44:** Are all existing edge routers expected to be replaced?

**A44:** No

**Q45:** Pricing requested by the state appears to ask for a price per speed requirement. However, pricing per site varies per speed required. Because pricing varies per location can a tier pricing scheme be provided?

**A45:** No

**Q46:** Only paragraph 4.3.2.1.2.2.1 has availability SLA of 99.999% for DIA. Is this SLA expected on any other service such as Ethernet/4G/5G?

**A46:** The 99.999% SLA is applicable to DIA and Ethernet WAN services.

**Q47:** Only paragraph 4.3.2.1.2.2.4 has packet delivery SLA of 99.5% for DIA. Is this SLA expected on any other service such as Ethernet/4G/5G?

**A47:** The 99.5% packet delivery SLA is applicable to DIA and Ethernet WAN services.

**Q48:** Are other services such as Cable/Fiber/Microwave/Satellite acceptable considering that SDWAN solutions can help achieve high level SLA's with broadband services?

**A48:** The State has not defined nor required any specific WAN transport solution except for 4G/5G.

**Q49:** We would like to request an extension of the due date. We request that the due date be extended to 3 weeks after all questions have been answered.

**A49:** The State is extending the bid response deadline to June 16th 2022, 1:30 PM EST

**Q50:** Given transition takes up to 12 months from the date of award, can the base period be increased to 4 years instead of 3?

**A50:** No

**Q51:** Please provide an example for each of the provisions underlined in #2 below of what the state is intending with this clause?

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**A51:** Term 36. INDEMNIFICATION, is withdrawn from this Solicitation.

**Q52:** Section 4.3, paragraph two states "Vendor should describe its approach and methodology to providing their services by addressing the mandatory requirements as well as the goals and objectives identified below." Can vendors write to the goals and objectives when responding to the mandatory requirements or is the State of West Virginia expecting vendors to provide point-by-point responses to 4.3.2 Mandatory Requirements and 4.3.1 Goals and Objectives?

**A52:** Please refer to Vendor Proposal, Section 5.

**Q53:** Would the State of WV entertain a 2 week extension to respond to this RFP?

**A53:** The State is extending the bid response deadline to June 16th 2022. 1:30 PM EST

**Q54:** What percentage of your network is served with broadband today?

**A54:** Unclear what the term "broadband" means in this question. The State OT manages approximately 250 locations with DIA services today, and approximately 476 locations with dedicated WAN circuits.

**Q55:** What percentage is served with 4G/5G today?

**A55:** The State OT currently manages two locations with 4G/5G service.

**Q56:** Since fiber services are usually symmetrical, same bandwidth upstream & downstream, and broadband services are typically asymmetrical, different bandwidth upstream and downstream, how do you want providers to reflect that difference on the pricing sheet for dedicated internet access?

**A56:** Bandwidth speeds for DIA service may be asymmetrical, however, download speed must match the required speeds as detailed in RFP and on the pricing sheet.

**Q57:** Do you foresee the vendor completing demarc extensions on the Capitol campus (1900 Kanawha Blvd., E), or will the Office of Technology be using their own fiber/copper for these connections?

**A57:** Vendor is responsible for Demarc extensions

**Q58:** In Exhibit B – List of Sites, can you please confirm the current connection speed for the following location? It looks like it should be either 200M or 20M (202M appears to be a type-o). **269 Aikens Ctr, Martinsburg, WV 25404**

**A58:** The correct speed is 20M

**Q59:** In Section 3: General Terms and Conditions, Section 8 Insurance – As it relates to Cyber Liability Insurance, the typical standard coverage is \$1,000,000 per occurrence. Is the State of WV willing to accept \$1,000,000 per occurrence in the area of Cyber Liability Insurance?

**A59:** No

**Q60:** In pricing Exhibit A: All the Description of Services or the fields are correct for Dedicated Internet Access (DIA); however, there are several fields (*pricing fields*) that are missing for the various components that make up the topology of WAN services. Specifically, the various components of SD-WAN as it relates to software revisions, throughput licenses, hardware prices, etc. Will the State consider adding these fields to the Exhibit A – Pricing Page?

**A60:** The proposed price should include all costs associated with providing the Ethernet WAN services.

**Q61:** Section 3, General Terms and Conditions, Paragraph 11. The section indicates “Vendor shall pay liquidated damages in the amount specified below or as described in the specifications”. The State has chosen to mark both boxes thus creating two potential events of liquidated damages. The first event being under Box 1 as specified and the second being under Box 2 as contained in the Specifications (section 4.3.2.3.19.1.1). Each individual event has a liquidated damages amount of \$500 per day. Both events can collectively result in total liquidated damages of \$1,000 per day. Is it the intent of the State to have two liquidated damages events subjecting the vendor to the potential that both events shall apply?

**A61:** No, Liquidated Damages will be assessed at \$500 per day. Circumstances that would warrant Liquidated Damages were outlined in the specifications.

**Q62:** With regard to Box 1, the first liquidated damages event, what is the definition of “Installation Deadlines” date?

**A62:** Installation deadline is the 45-day period the Vendor has to install services following five calendar days from the time the State submits an order.

**Q63:** Which party establishes the Installation Deadline date for a service?

**A63:** Installation deadline is the 45-day period the Vendor has to install services following five calendar days from the time the State submits an order.

**Q64:** Must the State and Vendor mutually agree upon the established Installation Deadline date?

**A64:** Installation deadline is the 45-day period the Vendor has to install services following five calendar days from the time the State submits an order.

**Q65:** Can the established Installation Deadline date be changed by the Vendor upon 2 days advanced notice to the State?

**A65:** No

**Q66:** Are there any events that the State would consider an acceptable reason for an Installation Deadline date being missed, such as, the result of an act of God (a flood), the result of workforce impacts from a pandemic, the result of supply chain shortages, the result of actions taken or failed to be taken by the State, the result of the Vendor not being granted timely access to the facility to complete the installation work?

**A62:** Circumstances will be evaluated on an individual basis

**Q67:** Will the State agree to provide notice to the Vendor advising when a liquidated damages event has been incurred as a result of a missed service Installation Deadline date and afford the vendor with a thirty (30) day period of time from such notice date to cure such event without incurring any liquidated damages charges for such event?

**A67:** No

**Q68:** In Section 4.3.2 Mandatory Requirements, 4.3.2.3 Part 3: Service and Support for WAN and DIA and 4G/5G Services, Section 4.3.2.3.19.1 states the installation timeline is 45 days where no “special construction” is required. “Special Construction” is a defined term in the agreement, however the State does not appear to utilize the defined term in this section (special construction, as opposed to Special Construction). Is it the State’s intent to apply the meaning of the defined term Special Construction in this section?

**A68:** Yes

**Q69:** Are the 45 days established in this liquidated damages section measured in business days or calendar days?

**A69:** Calendar

**Q70:** Industry standard timeframes extended to businesses across the country as well as those located within the State of WV to install an ethernet fiber internet connection and/or configure and establish SD WAN services is approximately 90-120 business days where no Special Construction is required. Can the State please advise why it requires an installation timeline which is well less than half of the timeframe delivered by the general industry to all other customers?

**A70:** The State requires installation in 45 calendar days to ensure timely transition and functionality.

**Q71:** Is the State aware of any unique telecommunication infrastructure, telecommunication facilities, technical resources or field personnel that exist within its offices and facilities that would afford the Vendor the ability to complete an installation timeline in such an expedited manner for these services?

**A71:** Each site is unique; however, the aggressive deadline is required to ensure a timely transition and functionality.

**Q72:** Is the State willing to consider changing the installation timeline to follow normal industry standards of 90-120 business days?

**A72:** No

**Q73:** With the measurement of a timeline interval, such as an installation timeline, a start date has to be established to allow for the measurement of the period of time. What is the start date for the installation timeline of a service for the purpose of measuring the related period of time interval? How is the start date established and determined for a specific service installation?

**A73:** The 45 day period will begin five calendar days after the vendor receives TCR from the State for service.

**Q74:** Given that the liquidated damages contained in Section 4.3.2.3.19.1.1 are at the State's discretion, will the State agree to provide notice to the Vendor advising when it intends to exercise its discretion to charge liquidated damages as a result of a failed installation timeline for a service and afford the vendor with a thirty (30) day period of time from such notice date to cure such event without incurring any liquidated damages charges for such event?

**A74:** No

**Q75:** Under Section 4.3.1.2 Part 2: Vendor Ethernet WAN Services Migration Plan, sub section 4.3.1.2.2, the State indicates it desires all sites be migrated over to the new services being provided by the Vendor within 365 days from the contract effective. If this migration plan interval is the intent and desire of the State, would the two liquidated damages events identified in Question 1 above only begin to apply and be incurred by the Vendor after 365 days from the contract effective date?

**A75:** No, Liquidated Damages could be applied for any installation within the contract period.

**Q76:** Can the State please provide clarity as to how the three different timelines and their related dates, (1) the Missed Installation Deadline date in Section 11, (2) the installation timeline interval established in Section 4.3.2.3.19.1.1 and (3) the 365 calendar days migration plan timeline in Section 4.3.1.2.2, are to be managed and viewed collectively?

**A76:** All services are to be migrated within 365 calendar days of contract award. A site is expected to be installed within 45 calendar days of the State's order. Each day after 45 calendar days, liquidated damages may be assessed.

**Q77:** If the 365 calendar days migration plan timeline is successfully achieved, will that effectively and completely relieve the Vendor of any liquidated damages that may otherwise be incurred as a result of an installation deadline date or installation timeline interval which occurs prior to the end of the 365 calendar days migration plan timeline?

**A77:** No - Liquidated Damages can be assessed for any site installation throughout the life of the contract.

**Q78:** Will the State agree to begin the 365 calendar days migration plan timeline upon the establishment and completion of the Operations Plan (section 4.3.1.2.1) agreed upon by the State and the Vendor, which is desired to occur within 60 calendar days of the contract effective date?

**A78:** No

**Q79:** In the RFP, its stated that refurbished equipment will not be accepted. With the current shortages of microchips in the marketplace we are seeing growing delays in procuring new equipment. Will the State of WV accept certified refurbished equipment as a bridge or replacement equipment?

**A79:** No

**Q80:** In the RFP, its stated that refurbished equipment will not be accepted. With the current shortages of microchips in the marketplace we are seeing growing delays in procuring new equipment. Will the State of WV accept refurbished equipment with quicker SLA terms of replacement equipment?

**A80:** The requirement will remain unchanged.

**Q81:** In the RFP, its stated that circuits must be delivered in 45 days. Per industry standards, Dedicated Ethernet and Fiber can take 60-90 days, however Broadband takes 30-45 days to deliver. Can the state explain this time frame and if there are instances where this time frame can be extended without penalty.

**A81:** The State seeks services to be installed within 45 days where no special construction is necessary.

**Q82:** Please explain the number of sites where service is to be delivered. In the RFP, its mentioned that there are 1000+ but in the spreadsheet at the end of the RFP there are less than 500. Will all sites require equipment? Will we utilize existing equipment?

**A82:** Please see previous response regarding the discrepancy. The State is unsure how the Vendor is defining 'equipment' to answer this question accurately.

**Q83:** Please explain the preferred access for the WAN service. MPLS, DIA, Broadband, Wireless 5G/4G or a combination?

**A83:** The State has no preference on access type as long as the service meets the requirements defined in the RFP.

**Q84:** How does the State expect to utilize SDWAN for these services?

**A84:** SDWAN may be used for redundancy purposes and to direct specific subsets of traffic directly to the cloud rather than backhauling to a central location.

**Q85:** From our understanding of the RFP it seems that SD-WAN is a desired option. For our design we would like to offer the State of West Virginia an option of either a Managed Router or SD-WAN device. Is it alright to append the price sheet to allow for the two options for each speed defined for the State to consider?

**A85:** The Vendor must not append the price sheet. Doing so shall result in disqualification. The Vendor should provide the State with a solution that meets the State's goals outlined in the RFP.

**Q86:** Will this contract be available to other governmental bodies such as county & municipal governments?

**A86:** Other governmental bodies may choose to utilize the contract.

**Q87:** How do we reflect special construction charges for sites included in the RFP list, or other sites not included, that choose to utilize this contract, since there is no special construction column on the pricing sheet?

**A87:** Special construction pricing shall be determined on an as-needed basis and procured in the appropriate manner. The State reserves the right to accept or reject proposed special construction for any site when deemed unnecessary.

**Q88:** Can you elaborate on specifically what the vendor will need to manage/maintain in the current WAN infrastructure?

**A88:** The winning Vendor will not manage current WAN infrastructure.

**Q89:** You reference approximately 1000 WAN circuits and services statewide under existing contracts. This does not match the circuit quantities in the price list. Can you elaborate on what makes up the difference?

**A89:** The listing provided shows those sites for which the WVOT is responsible. Other entities have chosen to use the contract; however, the WVOT has no visibility into those sites. The discrepancy is those who have utilized the contract outside of the purview of the WVOT (i.e., educational entities, local governments, etc.).



**EXHIBIT A - PRICING PAGE**

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

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost -- Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC -- Calculated (B * E)	Total Cost --- Calculated (D + F)
Ethernet WAN Service 5Mbps	40					
Ethernet WAN Service 10Mbps	200					
Ethernet WAN Service 25Mbps	40					
Ethernet WAN Service 50Mbps	40					
Ethernet WAN Service 100Mbps	50					
Ethernet WAN Service 200Mbps	1					
Ethernet WAN Service 300Mbps	5					
Ethernet WAN Service 500Mbps	1					
Ethernet WAN Service 1Gbps	5					
Ethernet WAN Service 2Gbps	1					
Ethernet WAN Service 3Gbps	1					
Ethernet WAN Service 5Gbps	1					
Ethernet WAN Service 7Gbps	1					
Ethernet WAN Service 10Gbps	1					
Ethernet WAN Service 20Gbps	1					
Ethernet WAN Service 40Gbps	1					
SD-WAN enabled Ethernet WAN Service 5Mbps	5					
SD-WAN enabled Ethernet WAN Service 10Mbps	5					
SD-WAN enabled Ethernet WAN Service 25Mbps	5					
SD-WAN enabled Ethernet WAN Service 50Mbps	5					
SD-WAN enabled Ethernet WAN Service 100Mbps	5					
SD-WAN enabled Ethernet WAN Service 200Mbps	5					
SD-WAN enabled Ethernet WAN Service 300Mbps	5					
SD-WAN enabled Ethernet WAN Service 500Mbps	5					
SD-WAN enabled Ethernet WAN Service 1Gbps	5					
SD-WAN enabled Ethernet WAN Service 2Gbps	1					
SD-WAN enabled Ethernet WAN Service 3Gbps	1					
SD-WAN enabled Ethernet WAN Service 5Gbps	1					
SD-WAN enabled Ethernet WAN Service 7Gbps	1					
SD-WAN enabled Ethernet WAN Service 10Gbps	1					
SD-WAN enabled Ethernet WAN Service 20Gbps	1					
SD-WAN enabled Ethernet WAN Service 40Gbps	1					
Dedicated Internet Access 50Mbps	1					
Dedicated Internet Access 100Mbps	1					
Dedicated Internet Access 500Mbps	1					
Dedicated Internet Access 1Gbps	1					
Dedicated Internet Access 2Gbps	1					
Dedicated Internet Access 5Gbps	1					

Dedicated Internet Access 10Gbps	1					
Dedicated Internet Access 25Gbps	1					
Dedicated Internet Access 40Gbps	1					
<b>4G/5G Wireless Service</b>						
(Unlimited Data, no data throttling)	1					
<b>Leased Router (5mbps Service)</b>						
Leased Router (5mbps Service)	1					
<b>Leased Router (10mbps Service)</b>						
Leased Router (10mbps Service)	1					
<b>Leased Router (25mbps Service)</b>						
Leased Router (25mbps Service)	1					
<b>Leased Router (50mbps Service)</b>						
Leased Router (50mbps Service)	1					
<b>Leased Router (100mbps Service)</b>						
Leased Router (100mbps Service)	1					
<b>Leased Router (200mbps Service)</b>						
Leased Router (200mbps Service)	1					
<b>Leased Router (300mbps Service)</b>						
Leased Router (300mbps Service)	1					
<b>Leased Router (500mbps Service)</b>						
Leased Router (500mbps Service)	1					
<b>Leased Router (1Gbps Service)</b>						
Leased Router (1Gbps Service)	1					
<b>Leased Router (2Gbps Service)</b>						
Leased Router (2Gbps Service)	1					
<b>Leased Router (3Gbps Service)</b>						
Leased Router (3Gbps Service)	1					
<b>Leased Router (5Gbps Service)</b>						
Leased Router (5Gbps Service)	1					
<b>Leased Router (7Gbps Service)</b>						
Leased Router (7Gbps Service)	1					
<b>Leased Router (10Gbps Service)</b>						
Leased Router (10Gbps Service)	1					
<b>Leased Router (20Gbps Service)</b>						
Leased Router (20Gbps Service)	1					
<b>Leased Router (40Gbps Service)</b>						
Leased Router (40Gbps Service)	1					
<b>Managed Internet Service (50Mbps)</b>						
Managed Internet Service (50Mbps)	1					
<b>Managed Internet Service (100Mbps)</b>						
Managed Internet Service (100Mbps)	1					
<b>Managed Internet Service (500Mbps)</b>						
Managed Internet Service (500Mbps)	1					
<b>Managed Internet Service (1Gbps)</b>						
Managed Internet Service (1Gbps)	1					
<b>Managed Internet Service (2Gbps)</b>						
Managed Internet Service (2Gbps)	1					
<b>Managed Internet Service (5Gbps)</b>						
Managed Internet Service (5Gbps)	1					
<b>Managed Internet Service (10Gbps)</b>						
Managed Internet Service (10Gbps)	1					
<b>Managed Internet Service (40Gbps)</b>						
Managed Internet Service (40Gbps)	1					
<b>Total Annual Costs and Non-Recurring Costs</b>						
<b>Miscellaneous Costs and information</b>						
		Provided by		Hourly Rate	Estimate of Hours	Total Cost
		Vendor (Y or N)	Subcontractor (Y or N)			
Extension of Circuit demarcation					100	
				Cost per Circuit	Estimate of Request	Total Cost
				Expedited		
Expedite Charge					100	
<b>Overall Cost Summary</b>						
<b>Total Annual Costs and Non-Recurring Costs</b>						
Extension of Circuit demarcation						
Expedite Charge						
Total Cost for Evaluation						

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP SWC22\*01

Date of Pre-Bid Meeting: 05/18/2022

Location of Prebid Meeting: Executive Room, Bldg 7

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Verizon	Sandy Hawkins	4700 MacCorkle Ave SE Chas WV 25304	304 807-0207	304 356-3590 877 294-3662	Sandra.K.hawkins@ Verizon.com
Verizon	Kevin Walker	4700 MacCorkle Ave SE Chas WV 25304	304 533-7227	304 356-3590	andrew.walker@ verizon.com
MetTel	James Guizarda	1090 Vermont Ave NW Washington DC 20005	202- 657-1977		jguizarda@ mettel.net
Frontier	Chad Stepp	1500 MacCorkle Ave SE Chas, WV 25304	304 490-5659		chad.stepp@ ftr.com
Frontier	Rex Foster	1500 MacCorkle Ave SE Chas, WV 25304	304-834 0272		rex.foster@ ftr.com
BCN	Julian Jacquez	130 Whispering Willows Charleston, WV 26534	304-612- 3877		JJacquez@ BCNTele.com

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP SWC22\*01

Date of Pre-Bid Meeting: 05/18/2022

Location of Prebid Meeting: Executive Room, Bldg 7

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
SEGRA	ERIC JARRET	1200 GREENBRIAR ST CHAS WV	304-352-1166		eric.jarret@segra.com
SEGRA	GREG FLORES	1200 GREENBRIAR ST CHAS WV	304-914-0411		GREG.FLORES@SEGRA.COM
Zscaler	Chris Schmidt	1069 Elderberry Loop Delaware, OH 43015	(917) 856 5119		CSchmidt@zscaler.com
Segra	Randy Jones	1200 Greenbrier St Chas WV	304-720-2991		randy.jones@segra.com
BCW	Michael Ginsburg	130 Whisperry Hill Charleston, WV	908-367 5969		MGinsburg@bcwtele.com
Method 1	Kent McMillon	328 Skyline Drive Charleston, WV 25322	304-720- 6460		

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP SWC22\*01

Date of Pre-Bid Meeting: 05/18/2022

Location of Prebid Meeting: Executive Room, Bldg 7

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Advantage TouchTone	Jonathan Knight	950 Karamela Charles Town WV 25301	304-342- 0726		SKnight@ advantage.tech
Hughes Network Systems	Amir Dehdashty	4717 Exploration Ln Germantown, MD	202-251- 6401		amir.dehdashty @hughes.com

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**



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

State of West Virginia  
 Centralized Request for Proposals  
 Info Technology

<b>Proc Folder:</b> 1034853		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum #1 - Statewide Contract for Data Transport Services		Addendum #1 is issued to change the bid opening date, attach vendor Q&A's, attach the Pre-Bid Sign-I..... See Page 2 for complete info	
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-06-02	2022-06-16 13:30	CRFP 0212 SWC2200000001	2

**BID RECEIVING LOCATION**

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


**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** TouchTone Communications  
**Address :** 3 Wing Drive, Suite 103  
**Street :**  
**City :** Cedar Knolls NJ  
**State :** NJ **Country : USA** **Zip :07927**

**Principal Contact :** Gary Glodek  
**Vendor Contact Phone:** 973-739-0004 **Extension:**

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

**Vendor Signature X**  **FEIN# 37-1418502** **DATE 6-15-22**

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

**Reason for Modification:**

Addendum #1 is issued to change the bid opening date, attach vendor Q&A's, attach the Pre-Bid Sign-In Sheet, and to attach a revised pricing page.

**ADDITIONAL INFORMATION**

Addendum #1 is issued to change the bid opening date, attach vendor Q&A's, attach the Pre-Bid Sign-In Sheet, and to attach a revised pricing page.

Bid Opening date changes from 06/09/2022 to 06/16/2022. Bid Opening time remains the same at 1:30 PM ET.

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

Mandatory Pre-Bid Meeting to be held on May 18, 2022 at 1:30 PM in the Executive Room at Building 7, WV Capitol Complex State Training Center, 1900 Kanawha Blvd E, Charleston, WV 25305

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81161700			

**Extended Description:**

Telecom/Data Transport Services - See Pricing Page

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting on May 18, 2022 at 1:30 PM EDT	2022-05-18
2	Technical Questions due by May 25, 2022 at 10:00 AM EDT	2022-05-25

	Document Phase	Document Description	Page
SWC220000001	Final	Addendum #1 - Statewide Contract for Data Transport Services	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions