



January 26, 2024

West Virginia Educational Broadcasting Authority
CRFQ 0439 EBA2400000001
2019 Washington Street, East
Charleston, WV 25305
Attn: Larry D. McDonnell, Senior Buyer
(304) 558-2063
larry.d.mcdonnell@wv.gov

RECEIVED

2024 JAN 26 PM 1:16

WV PURCHASING
DIVISION

Dear Mr. McDonnell,

Segra thanks you for the opportunity to continue our long-term partnership with West Virginia Educational Broadcasting Authority and to present our solution for your Site-to-Site Connectivity and Internet Services needs in response to CRFQ 0439 EBA2400000001. We feel we are uniquely qualified to provide the requested services and possess very practical and direct experience, as well as many intangible benefits, of being a partner with many state agencies and public entities throughout West Virginia.

Segra is eager to continue partnering with West Virginia Educational Broadcasting Authority. We have the technology, expertise, and financial strength to stand behind our services with comprehensive support and a dedicated sales team who will ensure your requirements and needs are met. We believe our proposal offers you an exceptional combination of experience and resources to meet your technology needs, as we have done since 2015.

We look forward to hearing from you and are available for questions should that become necessary during your review process.

Sincerely,

Kevin Leedy
Government Account Executive
Kevin.Leedy@segra.com
(304) 817-0003

PROPOSAL FOR:



West Virginia Educational Broadcasting Authority

01/26/2024

Site-to-Site Connectivity and Internet Services
Solicitation No.: CRFQ 0439 EBA240000001

PREPARED BY:

Kevin Leedy

Government Account Executive

Kevin.Leedy@segra.com

(304) 817-0003



SEGRASM

SEGRA.COM | 833.GO.SEGRA

TABLE OF CONTENTS

Cover Letter	3
Segra's RFQ In-Line Response	5
Cover Page	6
Instructions to Vendors Submitting Bids	8
General Terms and Conditions	15
Certification and Signature	30
Specifications	31
Attachment A – Pricing Page – REVISED	54
RFQ Addenda and Acknowledgment	67
Segra's Certificate of Insurance	84
Segra's Service Level Agreement (SLA)	88
Segra's Implementation Plan	92
Escalation Contacts and Contact Information	96

Segra's RFQ In-Line Response



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1328239			Reason for Modification: To post Addendum 03
Doc Description: Site-to-Site Connectivity and Internet Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-19	2024-01-26 13:30	CRFQ 0439 EBA2400000001	4

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

VENDOR		
Vendor Customer Code:		
Vendor Name : Lumos Networks, LLC d/b/a Segra		
Address :		
Street : 1200 Greenbrier Street		
City : Charleston		
State : West Virginia	Country : USA	Zip : 25311
Principal Contact : Kevin Leedy, Government Account Executive		
Vendor Contact Phone: (304) 817-0003	Extension: N/A	

FOR INFORMATION CONTACT THE BUYER Larry D McDonnell 304-558-2063 larry.d.mcdonnell@wv.gov

Vendor Signature X  **FEIN#** 54-2011548 **DATE** 1/26/2024

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

ADDITIONAL INFORMATION

Addendum 03

1. To attach answers to vendor questions.
2. To briefly allow additional vendor questions.

Additional vendor questions due by 01/23/2024 by 2:00PM EST.

To extend the bid open date from January 23, 2024 to January 26, 2024.

Bid opening time remains 1:30PM EST.

No other changes

INVOICE TO		SHIP TO	
EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	site-to-site connectivity and Internet services		Please refer to Segra's completed Exhibit A - Pricing Page - REVISED.		

Comm Code	Manufacturer	Specification	Model #
81112100			

Extended Description:
See attached specifications for further details.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 1:00PM EST	2023-11-28
2	Non-Mandatory Pre-Bid Meeting at 1:00PM EST	2023-11-29
3	Non-Mandatory Pre-Bid Meeting at 1:00PM EST	2023-11-30
4	Technical Questions Due by 2:00PM EST	2023-12-05
5	Technical Questions Due by 2:00PM EST	2024-01-23

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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:

November 28th, 2023, 1:00 p.m. Eastern Time:
WV Public Broadcasting, 600 Capitol St, Charleston, WV 25301

Non-mandatory pre-bid meetings:

November 29th, 2023, 1:00 p.m. Eastern Time:
WV Public Broadcasting, 124 Industrial Park Rd, Beaver, WV 25813

November 30th, 2023, 1:00 p.m. Eastern Time:
191 Scott Ave, Morgantown, WV 26508

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.

[Segra has read, understands, and will comply.](#)

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: December 5th, 2023, 2:00 p.m. Eastern time

Submit Questions to: Larry D. McDonnel, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Larry.D.McDonnell@WV.Gov

[Segra has read, understands, and will comply.](#)

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.

[Segra has read, understands, and will comply.](#)

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.

[Segra has read, understands, and will comply.](#)

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 _____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.

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:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER: 304-558-3970

[Segra has read, understands, and will comply.](#)

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: December 12th, 2023, 1:30PM EST

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

[Segra has read, understands, and will comply.](#)

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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 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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to 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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

[Segra has read, understands, and will comply.](#)

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.”

[Segra has read, understands, and will comply.](#)

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.”

[Segra has read, understands, and will comply.](#)

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.

[Segra has read, understands, and will comply.](#)

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.

[Segra has read, understands, and will comply.](#)

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.

[Segra has read, understands, and will comply.](#)

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.

[Segra has read, understands, and will comply.](#)

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

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

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

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

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

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

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

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

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

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

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

Segra has reviewed, understands, and will comply.

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 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: _____ 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.

Segra has reviewed, understands, and will comply.

Please refer to [Segra's Certificate of Insurance](#), included in our response starting on page 84.

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.

Segra has reviewed, understands, and will comply.

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

Segra has reviewed, understands, and will comply.

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

Segra has reviewed, understands, and will comply. Please refer to Segra's in-line response to section [4.2.8 Liquidated Damages](#).

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.)

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has existing statewide contracts with the West Virginia Department of Administration that cannot be superseded by this solicitation. Segra expects that any Contract entered into as a result of this Solicitation will be between Segra and Agency. Therefore, Segra requests that this provision be revised to make the change referenced below as follows:

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.

In addition, Segra requests that the following reciprocal provision also applies to any Contract between the parties:

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 Agency to the Vendor such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Agency's forms does not constitute acceptance by Vendor 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.

Segra has reviewed, understands, and will comply, provided, however that Segra may assign or transfer this Contract to an affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of the Agency, the Purchasing Division, the Attorney General's office and any other governmental 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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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 www.state.wv.us/admin/purchase/privacy.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has existing statewide contracts with the West Virginia Department of Administration that cannot be superseded by this solicitation. Segra expects that any Contract entered into as a result of this

Solicitation will be between Segra and Agency. Therefore, Segra requests that this provision be revised to make the change referenced below as follows:

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. 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.

Segra has reviewed, understands, and will comply.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply, excepting for claims or losses caused by gross negligence or willful misconduct by the State and the Agency, their officers, and employees.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

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

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

Segra has existing statewide contracts with the West Virginia Department of Administration that cannot be superseded by this solicitation. Segra expects that any Contract entered into as a result of this Solicitation will be between Segra and Agency. Therefore, Segra requests that this provision be revised to make the change referenced below as follows:

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

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

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

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

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

This solicitation is for an Open End Contract, and the final Contract shall cover the quantities actually ordered for delivery during the term of the Contract. If the final value reaches at least \$1 million, Segra will submit to West Virginia Educational Broadcasting Authority a disclosure of interested parties form prior to beginning work under this Contract.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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

(Printed Name and Title) Kevin Leedy, Government Account Executive

(Address) 1200 Greenbrier Street, Charleston, WV 25311


(Phone Number) / (Fax Number) (304) 817-0003 / N/A

(email address) Kevin.Leedy@segra.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Lumos Networks, LLC d/b/a Segra

(Company) 

(Signature of Authorized Representative)

Tim Montz, Chief Financial Officer

1/26/2024

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

Phone: (704) 870-5136

Fax: (866) 891-4493

(Phone Number) (Fax Number)

Tim.Montz@segra.com

(Email Address)

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

SPECIFICATIONS

- 1. Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (Agency) to establish an open-end contract for the purchase of site-to-site connectivity between three properties of the Agency and two West Virginia Network (WVNet) locations, as well as Internet access.

Segra has read, understands, and will comply.

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

- **Layer 2 Ethernet:**
 - Inter-office data and file exchange
 - Teleconferencing
 - Internal video streaming
 - Content production sharing and viewing / listening
 - Equipment monitoring, including microwave systems
 - Radio broadcast and monitoring
 - Television broadcast and monitoring
 - Disaster recovery

Segra has read, understands, and will comply.

- **Internet Access:**
 - Audio and Video streaming of current and archived content
 - Delivery off Radio stream to transmitters for broadcast
 - Delivery of educational content to appropriate parties
 - Remote access for news reporters – report from the field
 - Remote access for technical staff – remote monitoring and repair from the field
 - Failover connections between locations in the event of site-to-site connectivity failures
 - General Internet Access

Segra has read, understands, and will comply.

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

2.1 Bit (Binary Digit): the smallest unit of data in a computer with a single binary value of either 0 or 1.

2.1 Contract Services: means site-to-site connectivity as more fully described in these specifications.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

- 2.2 Ethernet Access Speed (Bandwidth):** the contracted bi-directional bandwidth for an Ethernet link which dictates the maximum overall throughput and / or data consumption achievable end to end.
- 2.3 Full Duplex:** a point-to-point system composed of two or more connected parties or devices that can communicate with one another in both directions simultaneously.
- 2.4 Gigabit (Gb):** a unit of information equal to one billion bits.
- 2.5 Gigabits per Second (Gb/s or Gbps):** a data transfer speed of one billion bits per second.
- 2.6 Internet Access:** Point-of-Presence (POP) connecting Local Area Networks (LANs) to the public Internet.
- 2.7 Last-Mile Path:** the distance from the Vendor's redundant core network and the Agency's facility
- 2.8 Layer 2 Ethernet:** Ethernet connectivity as defined by the IEEE (Institute of Electrical and Electronics Engineers) 802.3 standard and all updates to the standard regarding wired circuits. This standard can be found here: <https://ieeexplore.ieee.org/browse/standards/get-program/page/series?id=68>.
- 2.9 Node:** a piece of equipment through which a circuit traverses creating an additional point of failure.
- 2.10 Point of Demarcation:** the point at which responsibility for the circuits and hardware changes from the vendor to the Agency. Also called a Demarcation Point. This is typically the termination point for circuits.
- 2.11 Pricing Page:** the page(s), contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.12 Quality of Service (Qos):** Quality of Service as defined by the IEEE 802.1Q standard for priority level tagging within an Ethernet frame header.
- 2.13 Solicitation:** the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14 RJ45 (Registered Jack-45) Port:** a cable termination specification that specifies physical male and female connectors and the pin assignments of wires in telephone cables and other networks that use RJ45 connections.
- 2.15 UNI Speed:** the speed at which the Vendor's service interfaces with the Agency's physical equipment.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

2.16 User-Network interface (UNI): a demarcation point between the responsibility of a service provider (Vendor) and the responsibility of the subscriber (Agency).

Segra has read, understands, and will comply.

3 General Requirements:

3.1 Mandatory Pre-Bid Meeting: This information further clarifies Vendor requirements found in Item 3 in the Instruction to Vendors submitting Bids. There shall be one (1) mandatory Pre-Bid meeting and two (2) optional Pre-Bid meetings. These meetings are to discuss the contract, and to permit vendors to tour Agency facilities in order to determine accurate build-out costs. **Exhibits D, E, and F** are rough diagrams of our facilities to aid in this process.

A. The mandatory Pre-Bid meeting shall be at the Charleston offices of the Agency (600 Capitol St., Charleston, WV 25301). The date is listed in the Terms and Conditions accompanying these specifications.

B. The first optional Pre-Bid meeting shall be at the Beckley offices of the Agency (124 Industrial Park Road, Beaver, WV 25813). The date is listed in the Terms and Conditions accompanying these specifications.

C. The second optional Pre-Bid meeting shall be at the Morgantown offices of the Agency (191 Scott Ave., Morgantown, WV 26508). The date is listed in the Terms and Conditions accompanying these specifications.

- **Any vendor wishing to bid on this contract MUST attend the mandatory Pre-Bid meeting and sign in on the Pre-Bid Sign-In Sheet. ***

Segra has read, understands, and will comply.

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

Segra has read, understands, and will comply.

3.2.1 Vendor is permitted to lease circuits from other companies to provide these services.

All primary circuits will be provided by Segra.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

3.2.2 Vendor is responsible for leased circuits and services as if they were their own. Agency will not deal with other vendors concerning this contract.

Segra has read, understands, and will comply.

3.2.3 All service level agreements (SLA's) will apply to leased circuits the same as vendor-owned circuits.

Segra has read, understands, and will comply.

4 Mandatory Requirements:

4.1 Mandatory Contract Item Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 LAYER 2 ETHERNET CIRCUITS: these circuits must duplicate existing Agency circuits in function and quality.

Segra has read, understands, and will comply.

4.1.1.1 Vendor shall provide twelve (12) Ethernet Access Circuits connected via twenty-seven (27) Vendor provided User Network Interfaces (UNI's). These circuits shall consist of nine (9) point to point circuits and three (3) point to multi-point circuits as outlined in **Exhibit B, Circuit Descriptions and User-Network Interface Locations**.

Segra has read, understands, and will comply.

4.1.1.2 All UNIs shall be RJ-45 ports with a minimum UNI speed of 1 Gb/s. These UNI's shall be the point of demarcation.

Segra has read, understands, and will comply.

4.1.1.3 All Circuits must maintain a minimum of 1 Gb/s Ethernet access speed each direction. This shall include Internet circuits even if the provided Internet connectivity is less than 1 Gigabit to facilitate future Internet bandwidth increases.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.1.4 Traffic on one circuit must never affect traffic on another circuit.

Segra has read, understands, and will comply.

4.1.1.5 Circuits must meet all IEEE standards for Ethernet over wired circuits.

Segra has read, understands, and will comply.

4.1.1.6 Vendor must have redundant paths for the layer 2 Ethernet circuits on its core network such that a line cut, or similar issue, will automatically failover to another path with no service interruption (see **Exhibit C, Connectivity**). The awarded vendor shall provide a basic diagram of their core network illustrating this redundancy before beginning work. This diagram must illustrate that there is no single point of failure and be acceptable to the Agency. The connection from the vendor's core network to the Agency's sites may be non-redundant.

Segra has read, understands, and will comply upon award.

4.1.1.7 No Ethernet circuit shall traverse more than 20 nodes from point of origin to point of termination. Awarded Vendor shall supply a list of these nodes for each circuit before beginning work.

Segra has read, understands, and will comply.

4.1.1.8 Circuits and UNI's must be compatible with all switches, routers, and other equipment using standard layer 2 Ethernet technologies.

Segra has read, understands, and will comply.

4.1.1.9 Vendor must honor all Agency Quality-of-Service (QoS) assignments across the vendor's entire network. These designations must apply even when the Agency is sharing bandwidth with other vendor customers.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.2 Internet Connectivity

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

- 4.1.2.1.1 50 Mbps
- 4.1.2.1.2 100 Mbps
- 4.1.2.1.3 500 Mbps
- 4.1.2.1.4 1 Gbps
- 4.1.2.1.5 2 Gbps
- 4.1.2.1.6 5 Gbps
- 4.1.2.1.7 10 Gbps
- 4.1.2.1.8 25 Gbps
- 4.1.2.1.9 40 Gbps

Segra has read, understands, and will comply.

4.1.2.2 Internet connections must be full duplex, stated bandwidth both directions.

Segra has read, understands, and will comply.

4.1.2.2.1 Internet connections must be RJ-45 ports when possible. If other port types are used both the Vendor and Agency must agree on the port type used.

Segra has read, understands, and will comply. All internet connections under 1G will be provided on RJ-45 ports.

4.1.2.3 Vendor must assign a Class C subnet of 256 public IP numbers (minimum) for use by the Agency.

Segra has read, understands, and will comply.

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

Segra has read, understands, and will comply.

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

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.2.4.2 For failover purposes, vendor must permit the 3rd party Internet provider to announce all vendor-owned public IP's assigned to the Agency.

Segra has read, understands, and will comply.

4.1.2.4.3 Upon completion of circuits and notification by the Agency, vendor will configure this failover in a timely manner.

Segra has read, understands, and will comply.

4.1.3 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 1 Gb, point-to-point

4.1.3.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1

Segra has read, understands, and will comply.

4.1.3.2 Cost shall be the same at all the locations listed in Exhibit B

Segra has read, understands, and will comply.

4.1.3.3 Quoted cost shall include all charges for both sides of the point-to-point circuit

Segra has read, understands, and will comply.

4.1.4 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 1 Gb, point-to-multi-point

4.1.4.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1

Segra has read, understands, and will comply.

4.1.4.2 Cost shall be the same at all the locations listed in Exhibit B

Segra has read, understands, and will comply.

4.1.4.3 Quoted cost shall be for each termination / location of the multi-point circuit

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.5 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 10 Gb, point-to-point

4.1.5.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1 except section 4.1.1.3

Segra has read, understands, and will comply.

4.1.5.2 In lieu of the specifications in section 4.1.1.3 these circuits must maintain a minimum of 10 Gb/s Ethernet access speed each direction.

Segra has read, understands, and will comply.

4.1.5.3 Cost shall be the same at all the locations listed in Exhibit B

Segra has read, understands, and will comply.

4.1.5.4 Connections must be RJ-45 ports when possible. If other port types are used both the Vendor and Agency must agree on the port type used

Segra has read, understands, and will comply.

4.1.5.5 Quoted cost shall include all charges for both sides of the point-to-point circuit

Segra has read, understands, and will comply.

4.1.6 REDUNDANT LAST-MILE PATH FOR BECKLEY/BEAVER FACILITY

4.1.6.1 The redundant last-mile path must provide additional connectivity from the Vendor's core network for all circuits terminating at the Beckley/Beaver facility

Segra has read, understands, and will comply.

4.1.6.2 The redundant last-mile path must meet the same specifications and service level commitments as the primary path

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.6.3 The redundant last-mile path must be geographically separated from the primary path such that any circumstance that affects the primary path is unlikely to affect the redundant path.

Segra has read, understands, and will comply.

4.1.6.3.1 Circumstances shall include, but not be limited to fallen trees, ground disturbances like digging that cuts the fiber, and hardware/software failures.

Segra has read, understands, and will comply.

4.1.6.3.2 Vendor shall deliver the redundant last-mile circuits/fiber to the outer wall of Agency's facility at a point that provides maximum separation from the entry of the primary circuits/fiber

Segra has read, understands, and will comply.

4.1.6.3.3 Agency shall be responsible for penetration of the facility's exterior wall

Segra has read, understands, and will comply.

4.1.6.3.4 Vendor shall be responsible for running cable/fiber through the Agency's facility once the outer wall has been penetrated

Segra has read, understands, and will comply.

4.1.6.4 Vendor must provide a one-time buildout cost for the redundant last-mile path unless the build-out costs are accounted for in the monthly charges.

Segra has read, understands, and will comply.

4.1.6.5 Vendor must provide a monthly cost for the redundant last-mile path. If no monthly cost is required Vendor should enter zero (0) on the Pricing Page.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.7 REDUNDANT LAST-MILE PATH FOR CHARLESTON FACILITY

4.1.7.1 The redundant last-mile path must provide additional connectivity from the Vendor's core network for all circuits terminating at the Charleston facility

Segra has read, understands, and will comply.

4.1.7.2 The redundant last-mile path must meet the same specifications and service level commitments as the primary path

Segra has read, understands, and will comply.

4.1.7.3 The redundant last-mile path must be geographically separated from the primary path such that any circumstance that affects the primary path is unlikely to affect the redundant path.

Segra has read, understands, and will comply.

4.1.7.3.1 Circumstances shall include, but not be limited to fallen trees, ground disturbances like digging that cuts the fiber, and hardware/software failures.

Segra has read, understands, and will comply.

4.1.7.3.2 Vendor shall deliver the redundant last-mile circuits/fiber to the outer wall of Agency's facility at a point that provides maximum separation from the entry of the primary circuits/fiber

Segra has read, understands, and will comply.

4.1.7.3.3 Agency shall be responsible for penetration of the facility's exterior wall

Segra has read, understands, and will comply.

4.1.7.3.4 Vendor shall be responsible for running cable/fiber through the Agency's facility once the outer wall has been penetrated

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.1.7.4 Vendor must provide a one-time buildout cost for the redundant last-mile path unless the build-out costs are accounted for in the monthly charges.

Segra has read, understands, and will comply.

4.1.7.5 Vendor must provide a monthly cost for the redundant last-mile path. If no monthly cost is required Vendor should enter zero (0) on the Pricing Page.

Segra has read, understands, and will comply.

4.2 Service Level Commitments: Vendor shall price their circuits such that they shall meet all the following requirements:

4.2.1 Monitoring:

4.2.1.1 Vendor should monitor all circuits for latency, packet loss, and up time. Any available statistics shall be provided to the Agency with their monthly invoice showing the average latency, percentage packet loss, and percentage up time for the billing cycle. If available, these statistics will also be provided to the Agency for any time period upon request. If vendor is unable to monitor any of these service specifications, the vendor will accept the statistics resulting from the Agency's own monitoring.

Segra has read, understands, and will comply.

4.2.1.2 If statistics provided by vendor differ from those resulting from the Agency's own monitoring, vendor shall work with the Agency to determine which statistics are accurate. These agreed-upon statistics shall be used to determine if service level commitments are met. If an agreement cannot be reached, the statistics from the Agency's monitoring shall be used to determine if service level commitments are met.

Segra has read, understands, and will comply.

4.2.2 Latency: all circuits must have no more than 20 milliseconds of network latency (one-way delay).

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

Segra has read, understands, and will comply.

Segra understands latency is important to West Virginia Educational Broadcasting Authority. Our objective for average latency is to not be greater than 8 milliseconds inside a metropolitan area. The goal for average latency is to not be greater than 30 milliseconds between metropolitan markets. For any month in which the objective is not met, the customer will receive a credit, which may be applied towards the customer's monthly invoice, equal to 1/30 of the monthly recurring charges for the services.

Latency =	<u>Sum of the roundtrip delay measurements for an On-Net Service</u> Total # of measurements for an On-Net Service
-----------	---

"Average Latency" is the monthly average roundtrip latency from a core network node to any other designated core network node on the Segra network, determined by measuring roundtrip network responses over such portions of the network.

Please refer to **Segra's Service Level Agreement (SLA)**, included in our response on page 88.

4.2.3 Packet Loss: Packet delivery is the transit of packets between points of demarcation on the vendor's network. Packet loss is the percentage of packets not reaching their destination. This shall be calculated as $((\text{total forwarded packets} - \text{total received packets}) / \text{total forwarded packets}) \times 100$. All circuits must maintain less than 1% packet loss.

Segra has read, understands, and will comply.

4.2.4 Bandwidth: all circuits must perform at their stated bandwidth or higher at all times.

Segra has read, understands, and will comply.

4.2.5 Target Circuit Availability: all circuits must have a target circuit availability of 99.99% or greater.

Segra has read, understands, and will comply.

4.2.6 Mean Time to Repair: all circuits must have a mean time to repair of four (4) hours or less. Time to repair shall begin when the Agency reports the problem to the vendor and end when the vendor notifies the Agency the repair is complete. Repair completion must be verified by the Agency to be considered final.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.2.7 Centralized Point of Contacts: The vendor shall provide one point of contact for all trouble, repair, and performance issues; and one point of contact for all billing and financial issues. Each point of contact shall be the appropriate party without multiple transfers to resolve issues. The vendor may provide a web portal as an additional means of monitoring, reviewing, and reporting issues.

Segra has read, understands, and will comply.

Segra supports our customers with geo-redundant network operations centers located in Columbia, SC, Charlotte, NC, and Waynesboro, VA. Segra’s NOC is composed of a team of dedicated Tier 1 and Tier 2 trained technicians who are responsible for monitoring, troubleshooting, and maintaining the entire Segra network and the services provided. Segra field operations support teams are located strategically in the markets served, and fiber restoration crews are also dispersed throughout our markets.

The NOC was established so Segra could have a direct focus on our end-user customers. This support organization, whose sole responsibility is working customer-driven issues, operates in a contact center environment. As the first point of contact for our customers, the NOC is responsible for generating trouble tickets on issues, dispatching technicians if necessary, isolating the problem, keeping customers updated, and driving all troubles to completion. This team owns the issue, isolation, repair, and communication back to the customer. NOC technician responsibilities are to provide timely updates to customers and work tickets and escalate when necessary.

Quick trouble resolution with a sense of urgency is our priority, and we are available 24x7x365 at 833.GO.SEGRA. Segra also offers a web-based trouble reporting tool for opening trouble tickets, service inquiries, and status reports online. Segra’s online trouble ticketing allows real-time updates via email as major milestones are accomplished in the ticket triage process. This allows our customers to be abreast of all ticket activity. Furthermore, it is available to all support personnel needed to update the customer via telephone.

CUSTOMER SOLUTIONS CENTER ESCALATION LIST

TECHNICAL/ CUSTOMER	1 st Level	TCSC Technician On-Duty (M-F 8A-5P EST)	833.467.3472 customer@segra.com
	2 nd Level	CSC Manager	800.294.9910
	3 rd Level	Sr. Director, Customer Service	800.294.3928
	4 th Level	Vice President, Customer Service	888.846.1072
BILLING	1 st Level	BCSC Specialist On-Duty (M-F 8A-5P EST)	833.467.3472
	2 nd Level	Manager, BCSC	800.264.3820
	3 rd Level	Sr. Director, Customer Service	800.294.3928
	4 th Level	Vice President, Customer Service	888.846.1072

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

4.2.8 Liquidated Damages:

4.2.8.1 If a circuit is down for more than an hour, three times or more in any thirty (30) calendar day period vendor shall credit the Agency one month's charges for that circuit.

If the same circuit experiences three outages of normal repair durations of four hours or more, then Segra shall credit the Agency one month's charges for that circuit.

4.2.8.2 If the mean time to repair is more than 4 hours for any circuit in any 12-month period, vendor shall credit the Agency 10% of the monthly cost of the circuit plus 10% for each additional hour over 5 hours. Fifteen minutes or more shall constitute an additional hour for these calculations. The credit shall not exceed the monthly cost of the circuit.

Segra has read, understands, and will comply.

4.2.8.3 If a circuit doesn't meet the latency or packet loss commitments as described in Sections 5.2.2 and 5.2.3, the vendor shall credit the Agency 25% of the monthly cost of the circuit until such time as these commitments are met.

Segra has read, understands, and will comply.

4.2.8.4 If a circuit fails to perform at its stated bandwidth vendor shall reduce the daily costs on the circuit by the same percentage as the bandwidth deficiency. For example: if a Gigabit Ethernet circuit performs at 900 Mb instead of 1000 Mb, it is performing at a 10% deficiency, and would require a 10% daily credit. This credit shall be provided until bandwidth issues are resolved, as documented through trouble tickets.

Segra has read, understands, and will comply.

4.2.8.5 The Agency must request applicable credits within thirty (30) calendar days of receiving the invoice for the billing cycle in which the applicable event occurred.

Segra has read, understands, and will comply.

4.2.8.6 Credits shall never exceed the monthly cost of the circuit in any billing cycle.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

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

Segra has read, understands, and will comply.

4.2.8.8 At Vendor's discretion, credits may be applied either to the underwriting contract (detailed below), or the cash payment for the affected month.

Segra has read, understands, and will comply.

4.2.8.9 Vendor will not be responsible for failures to meet Service Level Commitments under the following conditions: (a) interruptions or delays due to failure by the Agency to release services for testing and/or repair; (b) failure of power or equipment for which the Agency is responsible; (c) delays caused by the Agency not providing timely access to the premises at which the circuits terminate; (d) interruptions or delays as a result of authorized maintenance by the Agency.

Segra has read, understands, and will comply.

5 Contract Award:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Pages (**Exhibit A**).

Segra has read, understands, and will comply.

5.1.1 Vendor shall commence installation of the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed.

Segra has read, understands, and will comply.

5.1.2 Vendor shall complete installation of the Contract Items within 45 working days after receiving a purchase order or notice to proceed with the exception of the redundant last-mile paths. These shall be completed within six (6) calendar months after receiving a purchase order or notice to proceed.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

Segra will do everything possible to meet the requested due dates, but is not responsible for any unforeseen issues that should arise. These include, but are not limited to, site access, permitting, equipment supplies, labor issues, etc.

5.1.2.1 Contract Items must be delivered / installed to the Agency at the locations listed on Exhibit B, Circuit Descriptions and User-Network Interface (UNI) Locations.

Segra has read, understands, and will comply.

5.1.3 If the Vendor cannot meet the installation deadline:

5.1.4 Vendor must notify Agency in writing immediately upon determining the deadline cannot be met. In no case shall this notification be delivered later than 5 working days before the completion deadline.

Segra has read, understands, and will comply.

5.1.5 Agency may, at its own discretion, accept the delay or cancel the contract for failure to deliver.

Segra has read, understands, and will comply.

5.1.6 Verification of Installation: The Agency shall have 60 days from the time circuits are installed and functioning to test all circuits. If all circuits test successfully, monthly billing shall commence at the end of this 60-day test period or upon completion of the tests, whichever is sooner.

If any circuit fails to meet requirements or function as needed, the Vendor will have 45 days to remedy the situation.

Segra has read, understands, and will comply.

5.1.6.1 If the Vendor remedies the situation, monthly billing will commence on the date of verified remedy.

Segra has read, understands, and will comply.

5.1.6.2 If the Vendor fails remediation, the Agency may, at its own discretion, cancel the contract with no penalty. In this situation the Vendor may charge the Agency nothing for the failed attempt to provide the contract items.

Segra reserves the right to negotiate termination language into the final agreement between the Parties that includes cure periods prior to Segra being considered in default.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

5.1.7 The Agency shall not be responsible for any damage, theft, or loss of equipment or other materials belonging to the vendor during the period of installation.

Segra proposes the following alternate language:

5.1.7 "*Unless due to the Agency's gross negligence or willful misconduct*, the Agency shall not be responsible for any damage, theft, or loss of equipment or other materials belonging to the vendor during the period of installation."

5.2 Pricing Page: Vendor should complete the Pricing Page (**Exhibit A**) by filling the table with the appropriate information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.L.Gale@WV.Gov and or may download from the wvOASIS Vendor Self-Serve (VSS) site containing solicitation documentation.

Segra has read, understands, and will comply.

5.2.1 Vendor should complete the Pricing Page (**Exhibit A**). If Vendor uses the provided spreadsheet, it will perform the calculations automatically. Vendors submitted Pricing will capture the following:

Segra has read, understands, and will comply.

5.2.1.1 Costs must encompass all charges, including any fees, government surcharges, taxes, or any other charge associated with the service. The Vendor will only be paid the Monthly Unit cost listed on the bid.

Segra has read, understands, and will comply.

5.2.1.2 This contract shall not include any non-recurring costs except the buildout costs for the redundant last-mile paths as listed in sections 4.1.6 and 4.1.7. If the Vendor has other non-recurring costs, such as build-out costs, these costs should be factored into the monthly / annual costs.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

5.2.1.3 List a Monthly Cost for each Contract Item, multiply this monthly cost by the quantity listed in the “Quantity” column of the pricing page, and list the result as an Annual Item Extended Cost for each Contract Item. **Vendor must enter a monthly cost for all 9 items** even though only items one through five (1-5) will be used to calculate the low bid. Items six through nine (6-9) are still contract items that may be ordered as needed.

Segra has read, understands, and will comply.

5.2.1.4 The monthly cost for Contract Item 1 must encompass all twelve circuits and 27 UNIs as specified in Section 4.1.1.

Segra has read, understands, and will comply.

5.2.1.5 Sum the Annual Item Extended Cost for Items 1 through 5. The result should be entered as the Total Bid Amount. **This is the amount that will be used to award this contract.**

Segra has read, understands, and will comply.

5.2.1.6 Sum the Annual Item Extended Cost for Items 1 through 9. The result should be entered as the Total Item Costs. **This amount will not be used to award this contract.**

Segra has read, understands, and will comply.

5.2.1.7 List the percentage of cost for the Underwriting Trade-out as described in Section 6.2, Trade-out. Enter this as a percentage, not a fraction. For example, 65% would be entered as “65”, not “.65”. Multiply this percentage of cost by the total of the Annual Item Extended cost for items one through five (1-5) and list the result as the Annual Trade-out Amt.

Segra has read, understands, and will comply.

5.2.1.8 Vendor should then calculate the Annual Bid Cash Cost by subtracting the Annual Trade-out Amt from the Total Bid Amount. The result should be entered as the Annual Bid Cash Cost. This is for Agency reference only and will not be used to award this contract.

Segra has read, understands, and will comply.

5.2.2 Shipping costs shall be included in the price for the delivery of any equipment.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

6 PAYMENT: Agency shall pay as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Segra has read, understands, and will comply.

6.1 Cash Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Segra has read, understands, and will comply.

6.2 Trade-out: Vendor must accept an underwriting trade-out with a minimum annual value of 65% (.65) of the cost of items one through five (1-5) as indicated on the Pricing Page, Exhibit A. Vendor may accept an underwriting trade-out for items six through nine (6-9) if they wish. This trade-out will serve as partial payment of this contract. Vendor may accept a larger trade-out value as payment if it wishes. Vendor must list the percentage of advertising that it is willing to accept in lieu of payment on the Pricing Page. Advertising will be provided through a custom advertising package similar to Exhibit G, Sample Underwriting Package.

Example trade-out calculation. See Exhibit I, Sample Pricing Page:

The annual total of items one through six (1-6) is \$121,854.00
The percentage of advertising (provided by the Vendor) is 65%
The Annual Trade-out Amt is \$121,854.00 x 65% = \$79,205.10

Segra has read, understands, and will comply.

6.2.1 For convenience and potential use, the Agency has included a **Sample Underwriting Package (Exhibit G)** with a listed value of \$6,600.42 per month or \$79,205.04 per year. This value is calculated based upon standard rates as outlined in **Exhibit H, Underwriting Demographics and Rates**. Volume discounts will not apply to this contract. Exhibit G is included as an example only.

Segra has read, understands, and will comply.

6.2.2 The actual Underwriting Package will be customized to best fit the actual contract “Annual Trade-out Amt” and the Vendor’s needs. The Vendor’s customized package will be created and valued based on **Exhibit H, Underwriting Demographics and Rates** with the assistance of the Agency post contract award.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

- 6.2.3** Vendor can expect underwriting in multiple platforms (radio, television, and web) with varying airtimes so their message reaches across a full range of demographics.

Segra has read, understands, and will comply.

- 7 TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Segra has read, understands, and will comply.

- 8 Facilities Access:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 8.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

Segra has read, understands, and will comply upon award.

- 8.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

Segra has read, understands, and will comply.

- 8.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Segra has read, understands, and will comply.

- 8.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Segra has read, understands, and will comply.

- 8.5** Vendor shall inform all staff of Agency's security protocol and procedures.

Segra has read, understands, and will comply.

9 VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.**

- 9.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

9.1.2 Failure to comply with other specifications and requirements contained herein.

Segra has read, understands, and will comply.

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

Segra has read, understands, and will comply.

9.1.4 Failure to remedy deficient performance upon request.

Segra has read, understands, and will comply.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

Segra has read, understands, and will comply.

9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

Segra has read, understands, and will comply.

9.2.3 Any other remedies available in law or equity.

Segra has read, understands, and will comply.

10 MISCELLANEOUS:

10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

Segra has read, understands, and will comply.

10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Segra has read, understands, and will comply.

10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this contract.

Segra has read, understands, and will comply.

REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity
CRFQ EBA24*01

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

Contract Manager: Kevin Leedy, Government Account Executive

Telephone Number: (304) 817-0003

Fax Number: N/A

Email Address: Kevin.Leedy@segra.com

ATTACHMENTS:

Exhibit A – Pricing Page.

Exhibit B – Circuit Descriptions and User-Network Interface Location.

Exhibit C – Connectivity

Exhibit D – WSWP Beckley Site Diagram (Not referenced in Specifications)

Exhibit E – WVPB Charleston Site Diagram (Not referenced in Specifications)

Exhibit F – WNPB Morgantown Site Diagram (Not referenced in Specifications)

Exhibit G – Sample Underwriting Package

Exhibit H - Underwriting Demographic and Rates – spending level discounts will not apply to this contract

Exhibit I – Sample Pricing Page

Exhibit A - Pricing Page - REVISED
EBAr71089 WV EBA Site-to-Site and Internet Connectivity

Updated Exhibit A - Pricing Page - **modifications in red**

Item#	Description	Monthly Unit Cost *	Quantity	Annual Item Extended Cost
1	Layer 2 Ethernet Circuits as described in section 4.1.1 "...twelve (12) Ethernet Access Circuits connected via twenty-seven (27) Vendor-provided User Network Interfaces (UNI's)."	\$ 10,000.00	12	\$ 120,000.00
2	Internet Connectivity as described in section 4.1.2			
2.1	50 Mbps Internet as described in section 4.1.2.1.1	\$ 1,500.00	12	\$ 18,000.00
2.2	100 Mbps Internet as described in section 4.1.2.1.2	\$ 1,500.00	12	\$ 18,000.00
2.3	500 Mbps Internet as described in section 4.1.2.1.3	\$ 1,856.00	12	\$ 22,272.00
2.4	1 Gbps Internet as described in section 4.1.2.1.4	\$ 2,144.00	12	\$ 25,728.00
2.5	2 Gbps Internet as described in section 4.1.2.1.5	\$ 3,430.00	12	\$ 41,160.00
2.6	5 Gbps Internet as described in section 4.1.2.1.6	\$ 10,000.00	12	\$ 120,000.00
2.7	10 Gbps Internet as described in section 4.1.2.1.7	\$ 14,285.00	12	\$ 171,420.00
2.8	25 Gbps Internet as described in section 4.1.2.1.8	\$ 28,570.00	12	\$ 342,840.00
2.9	40 Gbps Internet as described in section 4.1.2.1.9	\$ 40,000.00	12	\$ 480,000.00
3	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-point per section 4.1.3	\$ 2,000.00	12	\$ 24,000.00
4	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-multi-point per section 4.1.4	\$ 3,000.00	12	\$ 36,000.00
5	Additional Layer 2 Ethernet Circuits, 10 Gb, point-to-point per section 4.1.5	\$ 21,430.00	12	\$ 257,160.00
	Total Bid Amount (Items 1-5 Only) **			\$ 1,676,580.00
6	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, one-time buildout cost	\$ 621,050.00	1	\$ 621,050.00
7	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, Monthly cost (enter "0" if not applicable)	\$ 500.00	12	\$ 6,000.00
8	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, one-time buildout cost	\$ 16,078.00	1	\$ 16,078.00
9	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, monthly cost (enter "0" if not applicable)	\$ 500.00	12	\$ 6,000.00
	Total Item Costs (Items 1-9) ***			\$ 2,325,708.00
	Annual Trade-out Amt ****	% of costs to be traded out	Auto-calculated total items 1-5	Auto-calculated Annual Trade-out Amt
	Minus Underwriting Trade-out (minimum amount Vendor may contract is 65% of the total monthly costs for items one through six (1-6). Enter % (i.e. 65 not .65)	65%	\$ 1,676,580.00	\$ 1,089,777.00
	Annual Bid Cash Cost *****			\$ 586,803.00

* Costs must encompass all charges, including any fees, government surcharges, taxes, or any other charge associated with the service.

** Total Bid Amount = the sum of the annual Item Costs for Items **one through five (1-5)**. This amount will be used to determine bid award.

*** Total Item Costs = the sum of the annual Item Costs for Items **one through nine (1-9)**. This amount is the total of all items on the contract including those that will not be used to determine the low bid.

**** Minimum acceptable tradeout is 65% of the sum of items **one through five (1-5)**. The trade-out percentage will be applied to every purchase of items **one through five (1-5)**.

***** Annual Bid Cash Cost is for Agency reference only. Annual Bid Cash Cost = Total Bid Amount – Annual Trade-out Cost

Authorized Signature:



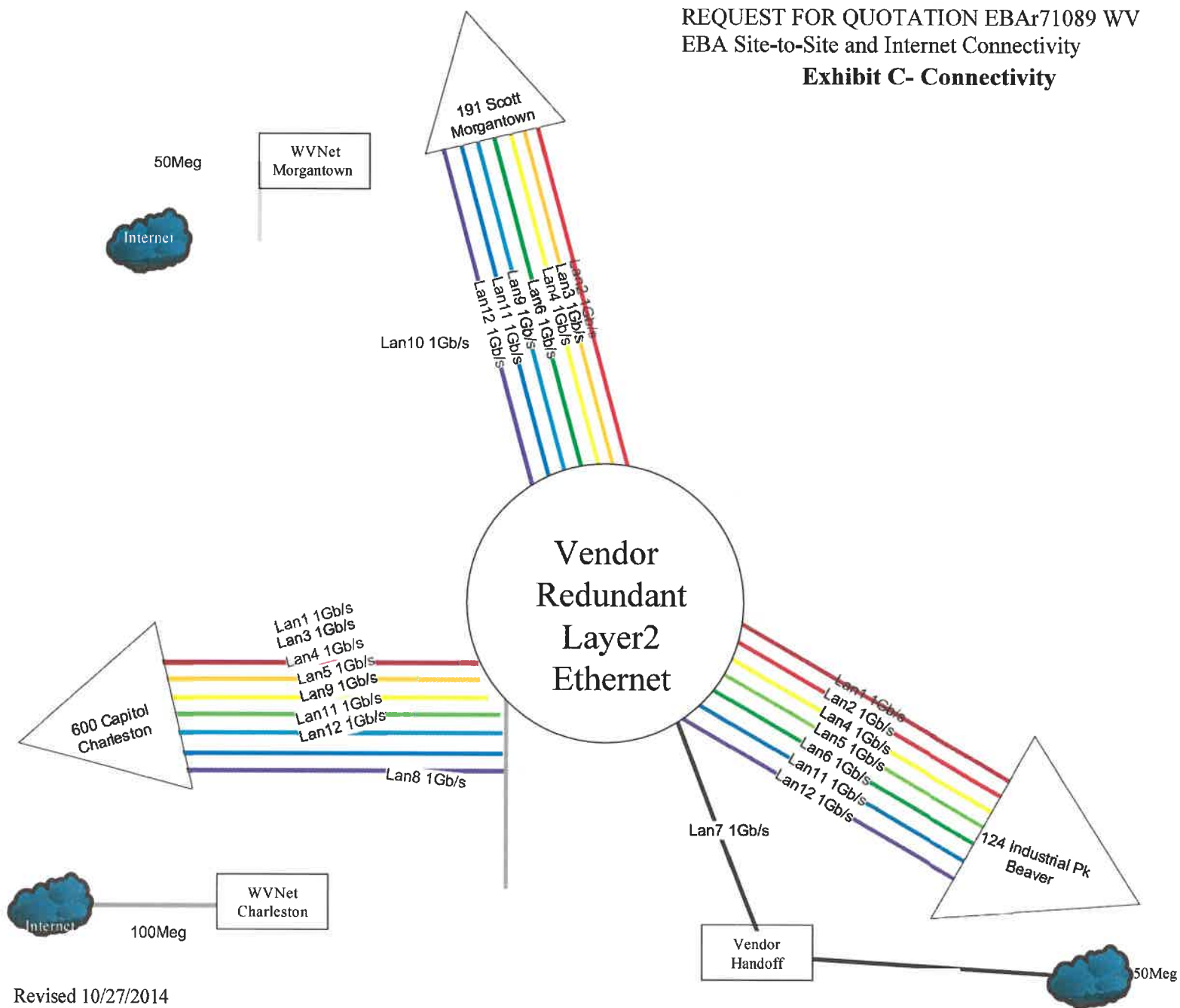
Date: 1/26/2024

Segra has reviewed and understands.

EBAr71089										
Exhibit B - Circuit Descriptions and User-Network Interface (UNI) Locations										
Ethernet Circuit Designation	Description	UNI Speed	Ethernet Access Speed	UNI's per Circui	Location / Vendor Local Port Number*					
					Beckley	Charleston	Morgantown	WVNet Chas	WVNet Mgtm	Vendor POP
Eth 1	Radio and Television audio / video Broadcast Streams between Beckley and	1 Gb/s	1 Gb/s	2	Port 1	Port 1				
Eth 2	Radio and Television audio / video Broadcast Streams between Beckley and	1 Gb/s	1 Gb/s	2	Port 2		Port 1			
Eth 3	Radio and Television audio / video Broadcast Streams between Charleston and	1 Gb/s	1 Gb/s	2		Port 2	Port 2			
Eth 4	Data replication for disaster recovery - Beckley, Charleston, and Morgantown	1 Gb/s	1 Gb/s	3	Port 3	Port 3	Port 3			
Eth 5	Firewall failover between Beckley and Charleston plus special projects as needed	1 Gb/s	1 Gb/s	2	Port 4	Port 4				
Eth 6	Firewall failover between Beckley and Morgantown plus special projects as needed	1 Gb/s	1 Gb/s	2	Port 5		Port 4			
Eth 7	Vendor Internet access for Beckley - 50 Mb Internet expandable to 1 Gb/s	1 Gb/s	1 Gb/s	2	Port 6					Port - any
Eth 8	WVNet Internet access for Charleston - 100 Mb Internet expandable to 1 Gb/s	1 Gb/s	1 Gb/s	2		Port 5		Port - any		
Eth 9	Firewall failover between Charleston and Morgantown plus special projects as needed	1 Gb/s	1 Gb/s	2		Port 6	Port 5			
Eth 10	WVNet Internet access for Morgantown - 50 Mb Internet expandable to 1 Gb/s	1 Gb/s	1 Gb/s	2			Port 6		Port - any	
Eth 11	General office connectivity between Beckley, Charleston, and Morgantown	1 Gb/s	1 Gb/s	3	Port 7	Port 7	Port 7			
Eth 12	Audio / Video Production connectivity between Beckley, Charleston, and Morgantown - required for live editing and timely transfers of very large files	1 Gb/s	1 Gb/s	3	Port 8	Port 8	Port 8			
Total User-Network Interfaces				27						
*Vendor Local Port Number: the physical port on Vendor's equipment at the designated location. These are a preference, not a requirement.										
Site Addresses										
Beckley	124 Industrial Park Rd Beaver, WV 25813	Charleston	600 Capitol St Charleston, WV 25301	Morgantown	191 Scot Ave Morgantown, WV 26508					
Contact	Dale Malcomb	Contact	Randall Comm	Contact	Rodney Swisher					
Phone	(304) 254-7858	Phone	(304) 556-4942	Phone	(304) 284-1465					
Email	dmalcomb@wvpublic.org	Email	rcomm@wvpublic.org	Email	rswisher@wvpublic.org					
Wvnet	WV State Capitol	WVNet	West Virginia Network							
Charleston	1900 Kanawha Blvd East, Bldg 6 First Floor, Communications Vault Charleston, WV 25301	Morgantown	837 Chestnut Ridge Road Morgantown, WV 26505							
Contact	Chris Freeman	Contact	Chris Freeman							
Phone	(304) 293-5192 extension 252	Phone	(304) 293-5192 extension 252							
Email	chris2@mail.wvnet.edu	Email	chris2@mail.wvnet.edu							

REQUEST FOR QUOTATION EBAr71089 WV
EBA Site-to-Site and Internet Connectivity
Exhibit C- Connectivity

Segra has reviewed and understands.



Revised 10/27/2014

Segra has reviewed and understands.

Exhibit D, Beckley Site Diagram

WSWP-TV
124 Industrial Pk Rd
Beaver, WV 25813
RFQ EBAr67893

Existing Telecom Pole
Lines go underground here

Approximate Total Length: 204'

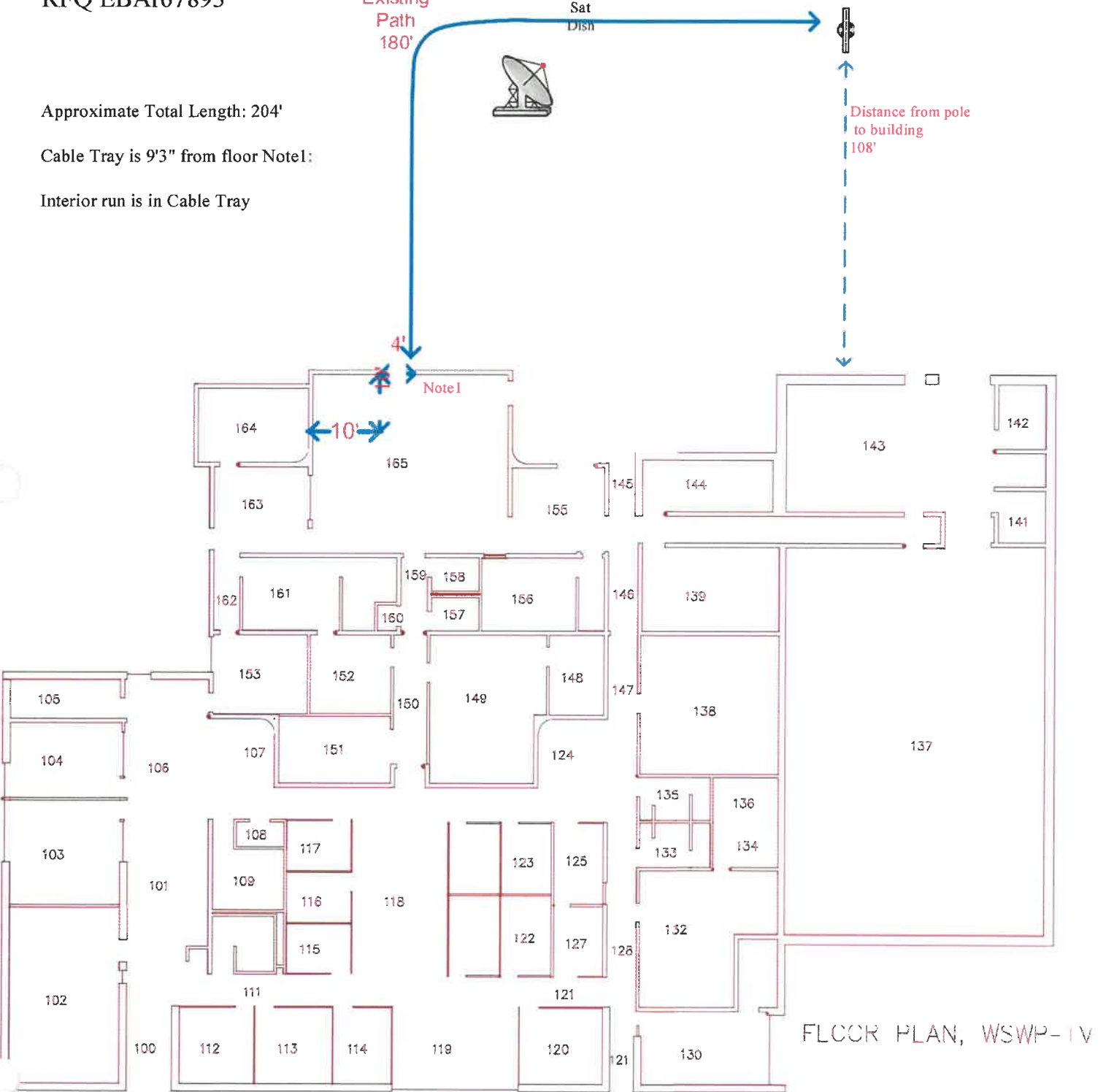
Cable Tray is 9'3" from floor Note1:

Interior run is in Cable Tray

Existing Path
180'

Sat
Dish

Distance from pole
to building
108'

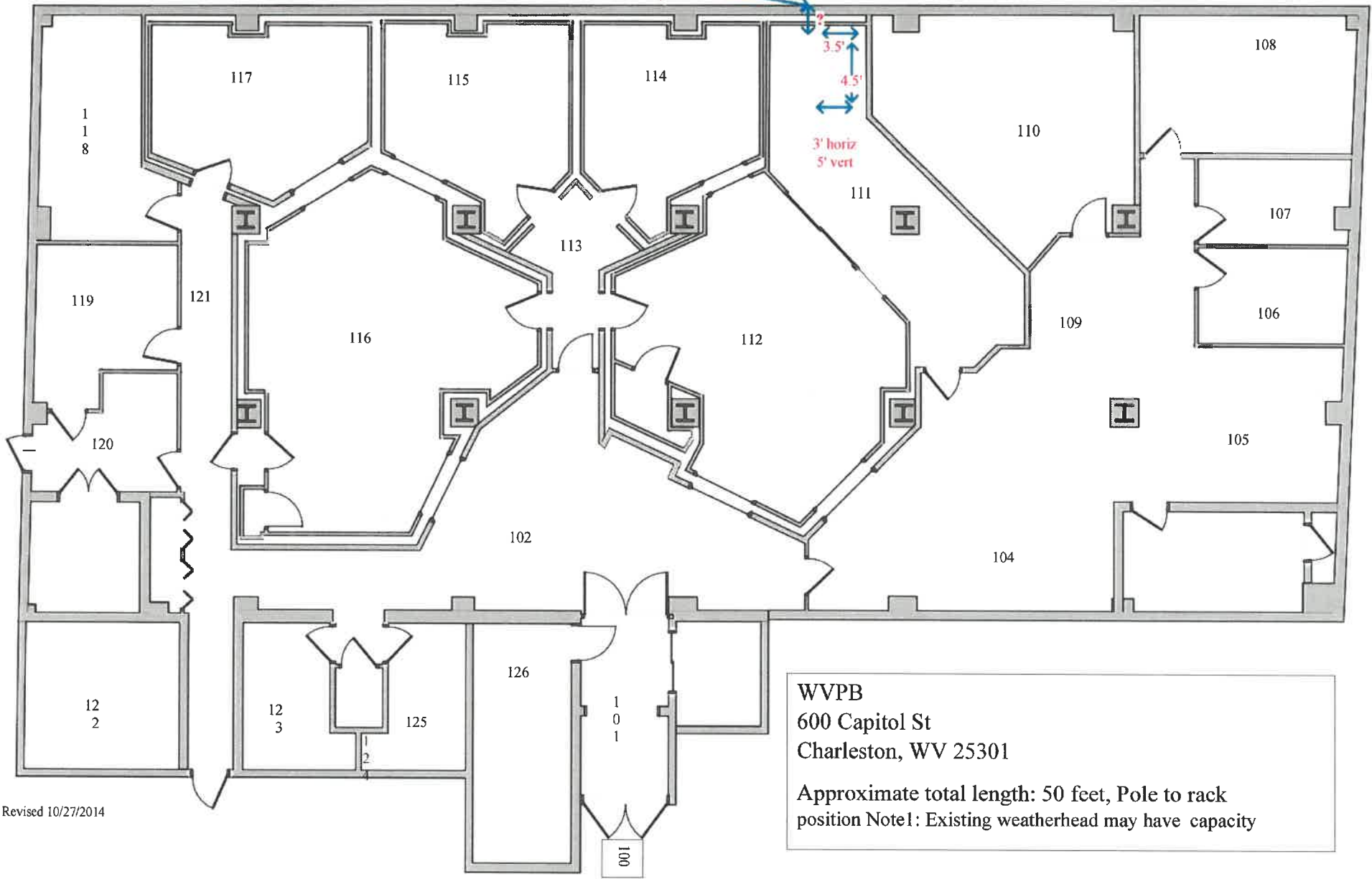


FLOOR PLAN, WSWP-TV

Revised 10/27/2014

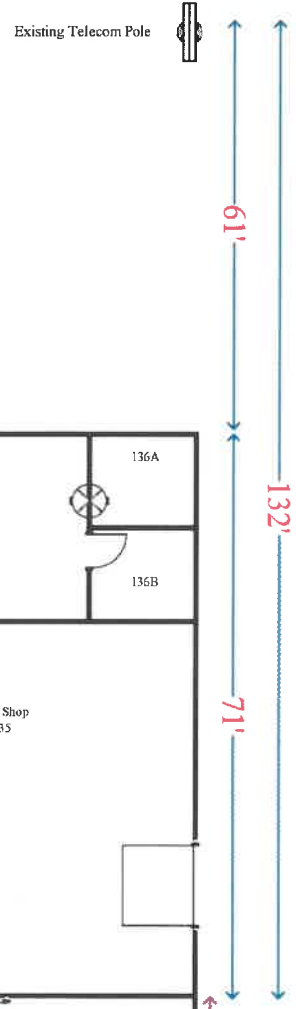
Existing Telecom Pole

Exhibit E, Charleston Site Diagram



Page 59 of 99

Segra has reviewed and understands.



Segra has reviewed and understands.

WNPB-TV
191 Scott Ave
Morgantown, WV 26505

Approximate total length: 256 feet
Note 1: Ceilings are at least 10' high

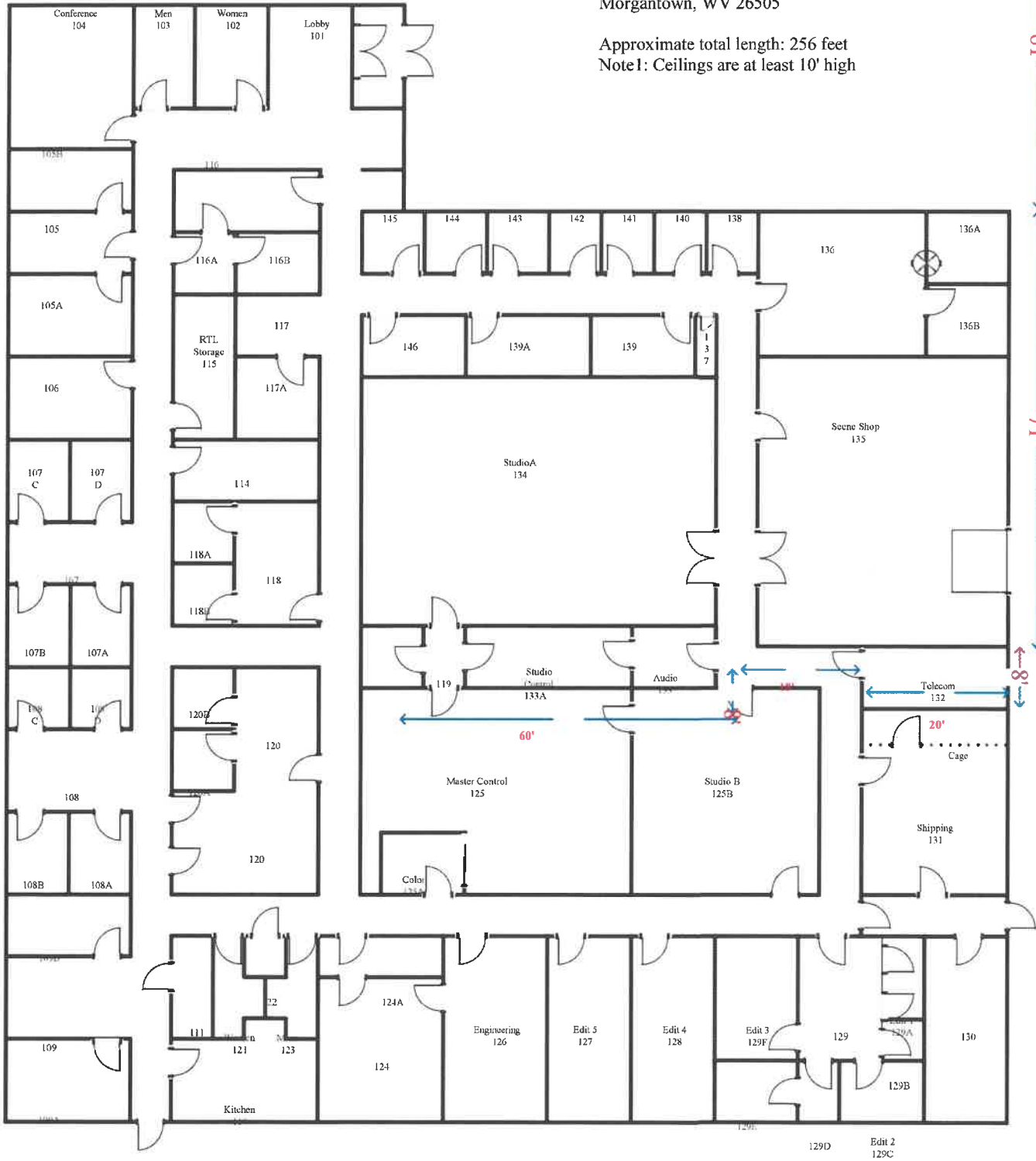


Exhibit G, Sample Underwriting Package



This package was chosen to allow Vendor to broadcast their message on West Virginia Public Broadcasting's Radio, Television and Internet platforms. A mixture of all three platforms allows Vendor to expose West Virginia Public Broadcasting consumers to their message over various mediums.

*Sample Annual Package:

- Full sponsorship of The Legislature Today - \$10,000.10
- 260 morning drive radio underwriting spots - \$15,600
- 260 Classical Music radio underwriting spots - \$9,100
- 104 Saturday morning radio underwriting spots - \$4,680
- 156 Saturday afternoon radio underwriting spots - \$5,460
- 156 Sunday morning radio underwriting spots - \$5,460
- 260 primetime TV underwriting spots - \$11,700
- 301 PBS Kids TV underwriting spots \$7,525
- 208 "How To" TV underwriting spots \$7,280
- 1 rotating web tile on wvpublic.org \$2,400

Total of \$79,205.10 over one year (or \$6,600.425 per month)

*This is a sample package of known available underwriting opportunities. Dollar levels are based on a standard ratesheet which is included as Exhibit H. Winning Vendor will work with Agency's Underwriting Department and build a custom package of a value equal to the actual Annual Trade-out Amt.



Public Radio Listener Profile



West Virginia Public Radio reaches approximately 87,500 listeners each week—all across our state and in border areas of KY, MD, OH, PA, and VA. National Public Radio audience members are distinguished by their educational excellence and professional success.

Listeners are choice consumers, savvy business leaders, and influential constituents who are active in their communities.**

Age/Gender:	53% are men, 47% are women > 50% are aged 35 to 64 Median age is 53
Highly Educated:	70% have at least a bachelor's degree 3 times more likely to have completed graduate school
Affluent:	Median household income is \$106,400 77% are homeowners 40% own a home valued at \$200,000-\$499,999
Occupation:	69% are employed They are more than twice as likely than average to be employed in professional/managerial occupations
Civic Life:	75% voted in an election in the last 12 months
Consumer Values:	82% will buy from a company they trust even if the product is more expensive 57% are more likely to buy a product/brand that supports a cause they care about, such as public broadcasting
Listening Habits:	The NPR audience listens to almost 15 hours of radio content in a single week.

*Base: U.S. Adults 18+ **SOURCE: GfK MRI, Doublebase NPR Audience Insight and Research*



Radio Rate Card



In almost all cases we prepare a customized plan for each sponsor. For planning purposes, we invite you to use the following guidelines.

WEEKDAY DAYPARTS

Mon–Fri	Daypart	Rate	Annual Spending Levels		
			\$2–8,000	\$8–18,000	\$18,000+
6A–10A	Morning Drive	\$65	\$60	\$56	\$52
10A–3P	Mid-day	\$40	\$38	\$36	\$34
3P–7P	Afternoon Drive	\$65	\$60	\$56	\$52
7P–Mid	Evening	\$25	\$24	\$23	\$22
6A–Mid	Run of Schedule	\$25	\$24	\$23	\$22

WEEKEND DAYPARTS

Saturday-Sunday	Rate	Annual Spending Levels		
		\$2–8,000	\$8–18,000	\$18,000+
6A–12P	\$45	\$42	\$39	\$36
12P–10P	\$40	\$38	\$36	\$34
10P–12A	\$25	\$24	\$23	\$22
Run of Schedule	\$25	\$24	\$23	\$22
Mountain Stage \$65	Inside Appalachia \$65	Us & Them \$65	Lost Highways \$45	Ecleptopia \$45

Terms and Conditions

- All rates are net to West Virginia Public Broadcasting.
- All rates are on a per sponsorship announcement basis.
- Programming is subject to change without notice.
- Make-goods for preempted spots will air in comparable time periods.



Television Viewer Profile



West Virginia PBS reaches over 297,500 viewers each week across the state and in border areas of Pennsylvania, Ohio, Kentucky, Maryland, and Virginia. PBS viewers are educated, affluent, and active in their communities.*

PBS Primetime Viewers

Age/Gender: 41% men, 59% women
Income: Median household income of \$54,200
Education: 45% have completed more than four years of college

Masterpiece

Age/Gender: 32% male, 68% female
Income: Median income is \$64,800
Education: 54% have completed four or more years of college

PBS NewsHour

Age/Gender: 48% male, 52% female
Income: Median Income is \$57,200
Education: 63% have completed four or more years of college

NOVA

Age/Gender: 52% male, 48% female
Income: Median income is \$56,200
Education: 45% have completed four or more years of college

PBS KIDS**

#1 educational media brand for children
40% surveyed say it is the "most educational" (compared to 24% for Discovery Family and 8% for Disney channels)
89% say PBS KIDS helps "prepare children for success in school and life"

**SOURCE: 2020 Doublebase GfK MRI*



Television Rate Card



In almost all cases we prepare a customized plan for each sponsor. For planning purposes, we invite you to use the following guidelines.

WEEKDAY DAYPARTS

Mon–Fri	Daypart	Rate	Annual Spending Levels		
			\$2–8,000	\$8–18,000	\$18,000+
6A–6P	PBS Kids	\$25	\$24	\$23	\$22
6P–12A	Primetime	\$45	\$42	\$38	\$34

WEEKEND DAYPARTS

Saturday	Rate	Annual Spending Levels		
		\$2–8,000	\$8–18,000	\$18,000+
6A–12P	\$35	\$32	\$29	\$26
12P–5P	\$35	\$32	\$29	\$26
5P–12A	\$45	\$42	\$39	\$36
Sunday				
6A–12P	\$25	\$24	\$23	\$22
12P–5P	\$35	\$32	\$29	\$26
5P–12A	\$45	\$42	\$38	\$34

Terms and Conditions

- All rates are net to West Virginia Public Broadcasting.
- All rates are on a per sponsorship announcement basis.
- Programming is subject to change without notice.
 - Make-goods for preempted spots will air in comparable time period.

**REQUEST FOR QUOTATION
EBAr71089 WV EBA Site-to-Site and Internet Connectivity**

**EBAr71089 Exhibit I
Sample Pricing Page**

Item#	Description	Monthly Unit Cost *	Quantity	Annual Item Extended Cost
1	Layer 2 Ethernet Circuits as described in section 4.1.1 “...twelve (12) Ethernet Access Circuits connected via twenty-seven (27) Vendor-provided User Network Interfaces (UNI’s).”	\$ 6,000.00	12	\$ 72,000.00
2	Internet Connectivity as described in section 4.1.2			
2.1	50 Mbps Internet as described in section 4.1.2.1.1	\$ 100.00	12	\$ 1,200.00
2.2	100 Mbps Internet as described in section 4.1.2.1.2	\$ 150.00	12	\$ 1,800.00
2.3	500 Mbps Internet as described in section 4.1.2.1.3	\$ 250.00	12	\$ 3,000.00
2.4	1 Gbps Internet as described in section 4.1.2.1.4	\$ 350.00	12	\$ 4,200.00
2.5	2 Gbps Internet as described in section 4.1.2.1.5	\$ 500.00	12	\$ 6,000.00
2.6	5 Gbps Internet as described in section 4.1.2.1.6	\$ 750.00	12	\$ 9,000.00
2.7	10 Gbps Internet as described in section 4.1.2.1.7	\$ 1,000.00	12	\$ 12,000.00
2.8	25 Gbps Internet as described in section 4.1.2.1.8	\$ 1,250.00	12	\$ 15,000.00
2.9	40 Gbps Internet as described in section 4.1.2.1.9	\$ 1,500.00	12	\$ 18,000.00
3	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-point per section 4.1.3	\$ 904.00	12	\$ 10,848.00
4	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-multi- point per section 4.1.4	\$ 1,000.00	12	\$ 12,000.00
5	Additional Layer 2 Ethernet Circuits, 10 Gb, point-to-point per section 4.1.5	\$ 2,000.00	12	\$ 24,000.00
	Total Bid Amount (Items 1-5 Only) **			\$ 189,048.00
6	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, one-time buildout cost	\$ 100,000.00	1	\$ 100,000.00
7	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, Monthly cost	\$ 2,000.00	12	\$ 24,000.00
8	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, one-time buildout cost	\$ 3,500.00	1	\$ 3,500.00
9	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, monthly cost	\$ 2,000.00	12	\$ 24,000.00
	Total Item Costs (Items 1-9) ***			\$ 340,548.00
	Annual Trade-out Amt ****	% of costs to be traded out	Auto-calculated total items 1-5	Auto-calculated Annual Trade-out Amt
	Minus Underwriting Trade-out (minimum amount Vendor may contract is 65% of the total monthly costs for items one through six (1-6). Enter % (i.e. 65 not .65)	65%	\$ 189,048.00	\$ 122,881.20
	Annual Bid Cash Cost *****			\$ 66,166.80

* Costs must encompass all charges, including any fees, government surcharges, taxes, or any other charge associated with the service.

** Total Bid Amount = the sum of the annual Item Costs for Items one through six (1-6). This amount will be used to determine bid award.

*** Total Item Costs = the sum of the annual Item Costs for Items one through twelve (1-12). This amount is the total of all items on the contract including those that will not be used to determine the low bid.

**** Minimum acceptable tradeout is 65% of the sum of items one through six (1-6). The trade-out percentage will be applied to every purchase of items one through six (1-6)

***** Annual Bid Cash Cost is for Agency reference only. Annual Bid Cash Cost = Total Bid Amount – Annual Trade- out Cost

Authorized Signature: _____

Date: _____

RFQ Addenda and Acknowledgment

SOLICITATION NUMBER: CRFQ EBA24*01

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To attach pre-bid sign-in sheet.
2. To attach revised specifications
3. To attach revised pricing page

Technical Questions date still remains 12/05/2023 at 2:00PM EST

Bid opening date still remains 12/12/2023 at 1:30PM EST

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

Pre-Bid Sign-In Sheet

Solicitation Number: EBA71089 / CRFQ 0439 EBA240000001

Date of Pre-Bid Meeting: November 28th, 1:00 p.m. Eastern

Location of Prebid Meeting: 600 Capitol St, Charleston, WV 25301

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.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Educational Broadcasting Authority	Dale Malcomb, Purchasing Coordinator	600 Capitol St, Charleston, WV 25301	(304) 254-7858	(304) 254-7879	DMalcomb@WVPublic.Org
Segra	Kevin Leedy Govt Acct Exec	1200 Greenbrier St Charleston WV	304-320-3831		Kevin.leedy@segra.com
DQE COMMUNICATIONS	LOSLAH BENNETT SEN. ACT. EXECUTIVE	45 S. 23RD ST Pittsburgh, PA 15203	304-554-9703	412-393-1058	JABENNETT@DQE.COM
Optimum	Dustin Thomas	168 Great Teays Blvd. Scott Dept WV 25560	304-533-6461		dustin.thomas@alticeusa.com
Frontier	Chad Stepp	1500 MacCorkle Ave Charleston, WV 25306	304-410 4659		chad.stepp @Atr.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.

EBAr71089 / CRFQ 0439 EBA240000001

Site-to-Site Interconnect Circuits

Addendum to Specifications

Section 3.2 shall be modified as follows:

Add sections 3.2.1, 3.2.2, and 3.2.3:

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

3.2.1 Vendor is permitted to lease circuits from other companies to provide these services.

3.2.2 Vendor is responsible for leased circuits and services as if they were their own. Agency will not deal with other vendors concerning this contract.

3.2.3 All service level agreements (SLA's) will apply to leased circuits the same as vendor-owned circuits.

Section 4.1.2 shall be modified as follows:

Add section 4.1.2.2.1

4.1.2 Internet Connectivity

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

- 4.1.2.1.1** 50 Mbps
- 4.1.2.1.2** 100 Mbps
- 4.1.2.1.3** 500 Mbps
- 4.1.2.1.4** 1 Gbps
- 4.1.2.1.5** 2 Gbps
- 4.1.2.1.6** 5 Gbps
- 4.1.2.1.7** 10 Gbps
- 4.1.2.1.8** 25 Gbps
- 4.1.2.1.9** 40 Gbps

4.1.2.2 Internet connections must be full duplex, stated bandwidth both directions.

4.1.2.2.1 Internet connections must be RJ-45 ports when possible. If other port types are used both the Vendor and Agency must agree on the port type used.

Section 4.1.3 shall be modified as follows:

Add section 4.1.3.3:

4.1.3 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 1 Gb, point-to-point

EBAr71089 / CRFQ 0439 EBA2400000001

Site-to-Site Interconnect Circuits

Addendum to Specifications

4.1.3.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1

4.1.3.2 Cost shall be the same at all the locations listed in Exhibit B

4.1.3.3 Quoted cost shall include all charges for both sides of the point-to-point circuit

Section 4.1.4 shall be modified as follows:

Add section 4.1.4.3:

4.1.4 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 1 Gb, point-to-multi-point

4.1.4.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1

4.1.4.2 Cost shall be the same at all the locations listed in Exhibit B

4.1.4.3 Quoted cost shall be for each termination / location of the multi-point circuit

Section 4.1.5 shall be modified as follows:

Add section 4.1.5.4 and 4.1.5.5

4.1.5 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 10 Gb, point-to-point

4.1.5.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1 except sections 4.1.1.1 and 4.1.1.3

4.1.5.2 In lieu of the specifications in section 4.1.1.3 these circuits must maintain a minimum of 10 Gb/s Ethernet access speed each direction.

4.1.5.3 Cost shall be the same at all the locations listed in Exhibit B

4.1.5.4 Connections must be RJ-45 ports when possible. If other port types are used both the Vendor and Agency must agree on the port type used

4.1.5.5 Quoted cost shall include all charges for both sides of the point-to-point circuit

Section 4.1.6.5 shall be modified as follows:

Highlighted text is to be added to the end of the section.

EBAr71089 / CRFQ 0439 EBA240000001

Site-to-Site Interconnect Circuits

Addendum to Specifications

4.1.6.5 Vendor must provide a monthly cost for the redundant last-mile path. **If no monthly cost is required Vendor should enter zero (0) on the Pricing Page.**

Section 4.1.7.5 shall be modified as follows:

Highlighted text is to be added to the end of the section.

4.1.7.5 Vendor must provide a monthly cost for the redundant last-mile path. **If no monthly cost is required Vendor should enter zero (0) on the Pricing Page.**

Exhibit A - Pricing Page - REVISED
EBA71089 WV EBA Site-to-Site and Internet Connectivity

Updated Exhibit A - Pricing Page - **modifications in red**

Item#	Description	Monthly Unit Cost *	Quantity	Annual Item Extended Cost
1	Layer 2 Ethernet Circuits as described in section 4.1.1 "...twelve (12) Ethernet Access Circuits connected via twenty-seven (27) Vendor-provided User Network Interfaces (UNI's)."	\$ -	12	\$ -
2	Internet Connectivity as described in section 4.1.2			
2.1	50 Mbps Internet as described in section 4.1.2.1.1	\$ -	12	\$ -
2.2	100 Mbps Internet as described in section 4.1.2.1.2	\$ -	12	\$ -
2.3	500 Mbps Internet as described in section 4.1.2.1.3	\$ -	12	\$ -
2.4	1 Gbps Internet as described in section 4.1.2.1.4	\$ -	12	\$ -
2.5	2 Gbps Internet as described in section 4.1.2.1.5	\$ -	12	\$ -
2.6	5 Gbps Internet as described in section 4.1.2.1.6	\$ -	12	\$ -
2.7	10 Gbps Internet as described in section 4.1.2.1.7	\$ -	12	\$ -
2.8	25 Gbps Internet as described in section 4.1.2.1.8	\$ -	12	\$ -
2.9	40 Gbps Internet as described in section 4.1.2.1.9	\$ -	12	\$ -
3	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-point per section 4.1.3	\$ -	12	\$ -
4	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-multi-point per section 4.1.4	\$ -	12	\$ -
5	Additional Layer 2 Ethernet Circuits, 10 Gb, point-to-point per section 4.1.5	\$ -	12	\$ -
	Total Bid Amount (Items 1-5 Only) **			\$ -
6	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, one-time buildout cost	\$ -	1	\$ -
7	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, Monthly cost (enter "0" if not applicable)	\$ -	12	\$ -
8	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, one-time buildout cost	\$ -	1	\$ -
9	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, monthly cost (enter "0" if not applicable)	\$ -	12	\$ -
	Total Item Costs (Items 1-9) ***			\$ -
	Annual Trade-out Amt ****	% of costs to be traded out	Auto-calculated total items 1-5	Auto-calculated Annual Trade-out Amt
	Minus Underwriting Trade-out (minimum amount Vendor may contract is 65% of the total monthly costs for items one through six (1-6). Enter % (i.e. 65 not .65)	0%	\$ -	\$ -
	Annual Bid Cash Cost *****			\$ -

* Costs must encompass all charges, including any fees, government surcharges, taxes, or any other charge associated with the service.

** Total Bid Amount = the sum of the annual Item Costs for Items one through five (1-5). This amount will be used to determine bid award.

*** Total Item Costs = the sum of the annual Item Costs for Items one through nine (1-9). This amount is the total of all items on the contract including those that will not be used to determine the low bid.

**** Minimum acceptable tradeout is 65% of the sum of items one through five (1-5). The trade-out percentage will be applied to every purchase of items one through five (1-5).

***** Annual Bid Cash Cost is for Agency reference only. Annual Bid Cash Cost = Total Bid Amount – Annual Trade-out Cost

Authorized Signature:

Date:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EBA24*01

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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lumos Networks, LLC d/b/a Segra

Company



Authorized Signature

1/25/2024

Date

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

SOLICITATION NUMBER: CRFQ EBA24*01
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To attach answers to vendor questions
2. To extend the bid open date from December 12, 2023 at 1:30PM EST to January 23, 2024 at 1:30PM EST

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ 0439 EBA240000001

Site-to-Site Interconnect Circuits

Addendum 02

Vendor Question 01:

Can we have an extension of approximately 2-3 weeks to accommodate the diverse/redundant path price that is required?

Agency Answer 01:

We will extend the bid opening date from December 12, 2023 to January 23, 2024 at 1:30 PM EST

Vendor Question 02:

Would you consider extending the bid deadline? If so, how long would you consider extending it for? The same question goes for the installation timeframe of 45 Days.

Agency Answer 02:

See answer to vendor question 1. We will extend the installation time frame from 45 days to 90 days.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EBA24*01

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Lumos Networks, LLC d/b/a Segra

Company



Authorized Signature

1/25/2024

Date

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

SOLICITATION NUMBER: CRFQ EBA24*01
Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To attach answers to vendor questions.
2. To briefly allow additional vendor questions.

Additional vendor questions due by 01/23/2024 by 2:00PM EST.

To extend the bid open date from January 23, 2024 to January 26, 2024.

Bid opening time remains 1:30PM EST.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ 0439 EBA240000001

Site-to-Site Interconnect Circuits

Addendum 03

Vendor Question 03:

In order to due my cost estimate I have questions about the building . We already have fiber in the building is the network room for the whole building in one place or does each floor have its own networking rooms for each floor?

Agency Answer 03:

This fiber in Charleston will enter through a weather head in a first-floor wall. It will terminate in the vendor's equipment in the first-floor network room approximately thirty feet from the weather head.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EBA24*01

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Lumos Networks, LLC d/b/a Segra

Company

Authorized Signature

1/25/2024

Date

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

Revised 6/8/2012

Segra's Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	CONTACT NAME: Linda Smith PHONE (A/C No, Ext): 678-393-5228 E-MAIL ADDRESS: linda_smith@ajg.com	FAX (A/C, No): 678-393-5240
	INSURER(S) AFFORDING COVERAGE	
INSURED Cox Communications, Inc. Lumos Networks LLC dba Segra Po Box 105357 Atlanta GA 30348	INSURER A : National Union Fire Insurance Company of Pittsburg NAIC # 19445	
	INSURER B : AIU Insurance Company 19399	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1368883272 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURED RET GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL3980281	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,500,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMPI/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		CA4888803 CA4888804 CA7281099	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC080772120 WC080772121 WC080772122	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cox Operation: 3611 - SEGRA | Legal Entity Name: Lumos Networks, LLC d/b/a Segra | Cox Contact: Lisa Bissonnette
RE: Customer RFP or RFI

CERTIFICATE HOLDER West Virginia Public Broadcasting 2019 Washington St E Charleston WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Christopher R. Ward</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of
policy No. GL 398-02-81 issued to COXENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
LIQUOR LIABILITY COVERAGE
FORM MOTOR CARRIER COVERAGE
FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

EXTENSION SCHEDULE OF NAMED INSUREDS

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of

policy No. CA 488-88-03 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM BUSINESS AUTO
COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM PRODUCTS-
COMPLETED OPERATIONS LIABILITY COVERAGE FORM RAILROAD PROTECTIVE
LIABILITY COVERAGE FORM

EXTENSION SCHEDULE OF NAMED INSUREDS

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

Segra's Service Level Agreement (SLA)



EXHIBIT C
MASTER SERVICE AGREEMENT
DATA & VOICE SERVICE LEVEL
AGREEMENT

General. This Data & Voice Service Level Agreement (SLA) describes target network performance and service level metrics for end user data and voice services via Ethernet or TDM provided by Segra.

1. Access Circuit Network Availability.

- 1.1 "Network Availability" is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

$$\text{Network Availability \%} = \frac{[(\text{Total Minutes in the Month}) - (\text{Sum of Total Outage Minutes})] \times 100}{\text{Total Minutes in the Calendar Month}}$$

The Services shall be deemed to be "unavailable" whenever an outage is recorded on a Segra trouble ticket classified as "major" or "critical" by Segra Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services, and "Total Outage Minutes" shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. "Total outage minutes" shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer's applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of Segra or (v) lasting ten minutes or less.

- 1.2 The objective for Network Availability is 99.99 %. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein.) Unavailability and credits will be prorated and paid in 15-minute increments.

2. Access Circuit Mean Time to Repair

- 2.1 Mean Time to Repair (MTTR) is the average time required to repair service to an operational condition if service(s) are not active or Customer is experiencing consistent service degradation. The MTTR objective is four (4) hours depending on for outages due to electronic equipment failure and fiber optic facilities failure and ten (10) hours for outages due to fiber cuts.
- 2.2 If the MTTR is not met, Customer may request a credit, to be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for each hour over the four-hour MTTR [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] per violation. For any month in which the objective is not met, customer may receive a credit for each location.
- 2.3 **Exclusion:** MTTR statistics will not include any time lost waiting on repair-related information from customer or access to customer premises.

3. Circuit Latency

- 3.1 "Average Latency" is the monthly average round-trip latency from a core network node to any other designated core network node on the Segra network, determined by measuring round-trip network responses over such portions of the network.
- 3.2 The objective for Average Latency is to not be greater than 8 milliseconds inside a Metropolitan Area. The objective for Average Latency is to not be greater than 30 milliseconds between Metropolitan markets. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, equal to 1/30 of the monthly recurring charges for the Services.

Latency = $\frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$

Metro Area Market 8ms Latency	WAN 30ms Latency	National 90ms Latency
Round trip where both sites A and Z are within the same Metro Area Market	Round trip between any 2 Metro Area Markets within the same WAN	Round trip between any two WANs
<ul style="list-style-type: none"> • Atlanta, GA • Asheville, NC • Charlotte, NC • Fayetteville, NC • Greensboro, NC • Raleigh, NC • Wilmington, NC • Pittsburgh, PA • Charleston, SC • Columbia, SC • Florence, SC • Greenville, SC • Myrtle Beach, SC • Ashburn, VA • Charlottesville, VA • Hampton Roads, VA • Harrisonburg, VA • Richmond, VA • Roanoke, VA • Waynesboro, VA • Charleston, WV • Morganton, WV 	WAN defined by State Borders <ul style="list-style-type: none"> • Georgia • Kentucky • North Carolina • Maryland • Ohio • Pennsylvania • South Carolina • Virginia • West Virginia 	

4. Circuit Jitter

- 4.1 "Average Jitter" is the monthly average variation in the time between packets arriving, as measured at designated portions of the Segra network, determined by measuring Jitter over such portions of the network during a calendar month.
- 4.2 The objective for Average Jitter is to not be greater than 2 milliseconds. For any month in which the objective is not met, customer will receive a credit of 1 days value monthly recurring charge specified in the agreement for each occurrence which the parameters are not met, which may be applied towards Customer's monthly invoice, up to and not exceeding the monthly recurring charges for the Services.

5. Packet Loss

- 5.1 "Packet Loss" or "Frame Loss Ratio" is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Segra network hub to Segra network hub). Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

- 5.2 The Packet Delivery Service Level for Segra SIP solution is less than 0.25% (on average) of total IP packets dropped per month. The Packet Delivery Service Level will be measured by Segra between four (4) Segra North American Gateways, and is defined as the percentage of IP packets dropped between such Gateways.

Cumulative Unavailability per event (in hours: minutes: seconds)	Service Level Credit
0:00:01 – 00:30:00	No Credit
00:31:01– 01:30:00	1 day
01:30:01– or more	3 days

6. Missed Service Standard

- 6.1 Missed Service Standard is measured as three trouble tickets or missed service standards within a calendar month.
- 6.2 In the event that the objective for Missed Service Standard is exceeded then the affected site will be eligible for an additional 10% credit of the monthly recurring charge.

7. Service Credits

- 7.1 In order to receive any of the service credits described in this SLA, Customer must notify Segra within ninety days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer’s right to receive a service credit.
- 7.2 Reports are prepared and credits for documented occurrences are issued within 60 business days of receipt of Customer notice.

Guide to Successful Implementation

Thank you for doing business with Segra. Here is a simple guide to ensure your service installation is smooth and successful. You are one of the four key players involved in ensuring successful implementation of your Segra services.

The other key players are:

- Your Segra Project Coordinator
- The vendors who maintain your telephone system and computer network
- Segra Network Partners

The following steps must be completed before we can enter your order and provide you with a due date:

1. Segra must have complete and accurate information for your order to be entered into our systems.
 2. Based on the services ordered, a Segra Engineer may call you (and, if applicable your phone/data equipment vendor) to collect the technical specifications and physical site requirements to support the services ordered. Please be ready to provide the information to the Segra Engineer and ensure it is complete and accurate.
- * Delays in obtaining complete and accurate information may delay the delivery of your service.

Once we have received your information, your Project Coordinator will work with you throughout the service delivery process. Following these steps your P.C. will:

1. Contact you to discuss a Target Due Date for the activation of your service.
2. Provide you with a Firm Order Commitment (FOC).
3. Contact you to finalize the date your services will be installed.
4. Before your scheduled installation date, you will be contacted to ensure you are prepared for the delivery of your service.
5. The following items must be available prior to your service delivery date:
 - a. Please make sure your installation site has adequate space and power.
 - b. Provide building access to your premises for Segra or our network partner to install your services.
 - c. A cable run may be required from the Segra router (if applicable) to your network hub. If so, please ensure that this is provided and that your computers are networked.
 - d. Please ensure you or your vendors are available on your service delivery date to perform testing with Segra.

Delays in the items above may result in additional charges and could delay your service delivery date. Your Project Coordinator will interact with all key players to make your service delivery date a success.

THANK YOU FOR CHOOSING SEGRA!

Implementation Specifics

Once an Agreement is in place, an external kickoff call will be completed by the account team, customer and project team to discuss services purchased. The agenda will include face-to-face introductions to key contacts of the Project Management team and a review of the below project outline that spells out the process from contract execution to post-cut follow ups.

1. Data Gathering Stage

- a. Pull Customer Service Record
 - i. Acquire Customer Service Record from current LEC, compile number inventory and identify respective location BTN, 1FB Copper Lines, Toll-Free Routing/Ring-To, etc.
- b. Vendor Contact Info and Introductions
 - i. Gather voice and data vendor contact info / POC for each customer premise
 - ii. Voice Configuration – PRI Protocol / DNIS digits / Channel Type / Digits Out=Pulsed / Caller ID and CNAM Control
 - iii. Data Configuration – MPLS WAN and LAN topology and addressing / Firewall Configuration and policies/DHCP requirements / LAN Servers requiring Public IP Addressing / DNS / etc.
- c. WAN mapping and design – meeting or conference call with Segra Engineer(s) to review Segra Network Design and establish Network Drawing for Implementation
- d. Billing/Account Set-Up – Account Executive and Customer review Group Billing Form, Customer Proprietary Network Information Authorized Contact(s) Form, Billing Address and Contact, etc.

2. Submit Service Order Change

- a. Credit Approval – Submitted and Approved by Segra Accounting Chair, Luci Mackie
- b. Group Billing / Account Detail – per customer specifics and paperwork, list sub-account titles and address(s)
- c. Customer Premise Site Survey – Segra Engineer or Local Market Install Technician to visit each site to confirm rackspace/backboard availability, document DEMARC extensions needed for service, confirm A/C power availability
- d. Initiate Service Orders – Account Executive and Sales Engineer to submit voice and data orders to Segra Order Entry team, key SO#s within Work Flow System
- e. Project Assignment and Contact

3. Status Updates & Milestones - What to Expect

- a. Bi-weekly status calls with Project Coordinator – Beginning 15 Days after submittal of final Service Orders (estimated 30 business days after contract award)
- b. Customer Project Package – working document with a compiled list of Service Orders, Dependencies, FOC, Contacts, Scope of Work and Milestone Dates
- c. Milestones – Reviewed via status calls / conference bridge including Firm Order Confirmation (FOC) and updates on circuit construction, DOT and City/County Permits (relevant to fiber or ethernet circuits), Copper 1FB FOC, Port Order FOC (from current LEC)

Implementation Specifics

4. Pre-Conversion Stage

- a. Circuit Delivery by Segra or LEC (fiber and copper circuits) – day of week and window of time provided by Segra, requiring only access to customer DEMARC
- b. Test and Turn-Up of Circuit – Segra or LEC confirms delivery of circuit/transport, tests circuit for MINIMUM of 48-72 hours to prove reliability, transport speed, build into MPLS core routing
- c. Pre-Install of Segra Equipment – Scheduled per customer availability, local Segra to each market/SCLS location to pre-install Segra voice CPE, MPLS router, locate new 1FB copper lines. This stage is NON-service affecting.

5. Conversion

- a. Local Segra tech(s) assigned to each location with assignment from applicable customer contact and/or Voice/Data Vendors
- b. Phased Cut Approach versus Single Cut Approach
 - * Segra Project Management team and Customer / Customer Vendors will discuss and agree upon best practice for implementation of Voice / Data transitions and scheduling (i.e. cut MPLS network all sites one day, followed by voice cut the next day OR phased site-by-site implementation)
 - **Estimated installation window is 90-120 calendar days from receipt of contract\award, can be adjusted/expedited per customer request

6. Post-Conversion Stage

- a. Account Executive to schedule meeting with customer primary contact and customer primary billing contact to review first Segra invoice cycle, confirm accuracy and invoice delivery method is satisfactory (i.e. PO Box, Via Email - PDF)
- b. Account Executive to provide customer with hard copy of Segra escalation list for following departments: Customer Care and Order Entry, Billing Operations, Network Operations Center)

STRATEGIC ACCOUNT TEAM MEMBERS

Kevin Leedy	Government Account Executive I	(304) 817-0003 Kevin.Leedy@segra.com
Eric Jarrett	Sales Engineer	(304) 377-0411 Eric.Jarrett@segra.com
Michael Brisson	Strategic Account Specialist	(757) 274-2904 Michael.Brisson@segra.com
Gary Crocco	Director - Government Sales	(804) 874-4105 Gary.Crocco@segra.com
Kevin Kappler	VP, Enterprise Sales	(704) 965-1007 Kevin.Kappler@segra.com
Travis Noble	Svp of Enterprise Services	(336) 207-2237 Travis.Noble@segra.com

Escalation Contacts and Contact Information

Support

Customer Service is a key element to all successful companies. Segra is no exception. As we continue to grow, Segra's ability to differentiate its products and services by our customer service is absolutely critical. It is with this focus that we created Segra's Customer Solution Center (CSC).

The CSC is Segra 's tier one customer support group responsible for handling and triaging all incoming requests. The solution center is intended to be the first stop to solve our customer's issues with just one call. The CSC is supported by the CNOC, NOC and Billing operations to handle all troubles that require escalation or tier two support.

Our CSC is here to actively listen to your needs and/or concerns whether it concern the management of your voice services, billing inquiries or troubles. Please give us the opportunity to serve you.

CUSTOMER SOLUTIONS CENTER ESCALATION LIST

TECHNICAL/ CUSTOMER	1 st Level	TCSC Technician On-Duty (M-F 8A-5P EST)	833.467.3472 customer@segra.com
	2 nd Level	CSC Manager	800.294.9910
	3 rd Level	Sr. Director, Customer Service	800.294.3928
	4 th Level	Vice President, Customer Service	888.846.1072
BILLING	1 st Level	BCSC Specialist On-Duty (M-F 8A-5P EST)	833.467.3472
	2 nd Level	Manager, BCSC	800.264.3820
	3 rd Level	Sr. Director, Customer Service	800.294.3928
	4 th Level	Vice President, Customer Service	888.846.1072

Support

SERVICE DELIVERY ESCALATION LIST

1 st Level	Assigned Project Manager	
2 nd Level	Manager Project Management	servicedeliveryescalations@segra.com
3 rd Level	Director, Project Management	O: 478.313.4362

ENTERPRISE REPAIR ESCALATION LIST (CNOC)

MONDAY - FRIDAY		
1 st Level	Analyst	1.833.467.3472 (option 2) CNOC@segra.com
2 nd Level	Shift Manager	800.304.1498
3 rd Level	Manager	844.984.3245
4 th Level	Sr. Manager	888.738.6873
5 th Level	Director	888.696.0408
6 th Level	Vice President	888.846.1072
SATURDAY - SUNDAY		
1 st Level	Analyst	1.833.467.3472 (option 2)
2 nd Level	Shift Manager	800.304.1498
3 rd Level	Director	888.696.0408

SEGRASM

SEGRA.COM | [833.GO.SEGRA](tel:833.GO.SEGRA)



Freedom to grow.

Whatever your business dreams,
we're building the network to get you there.

SEGRASM

SEGRA.COM | 833.GO.SEGRA