



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

State of West Virginia  
**Master Agreement**

Order Date: 2016-07-15

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 SWC0000000002	Procurement Folder: 198422
Document Name: Telecommunications Transport RFP	Reason for Modification:
Document Description: Telecommunications Transport	
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-07-01
Free on Board:	Effective End Date: 2017-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS PO BOX 660794  DALLAS TX 752660794  US Vendor Contact Phone: (800) 334-7692 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Justin McAllister Requestor Phone: (304) 380-9460 Requestor Email: justin.t.mcallister@wv.gov

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

**AGENCY COPY**

Total Order Amount	Open End
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<i>Stephanie L Gale</i> PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>7/15/16</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>J. Robert [Signature]</i> DATE: <i>7/15/16</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Toler</i> DATE: <i>7/15/16</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

The Vendor, Verizon, agrees to enter with the State of West Virginia into an open end contract to provide telecommunications transport per the Request for Proposal, Terms and Conditions, Vendor's Technical and Cost Proposals, and attached documentation, all of which are incorporated herein by reference.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81 161700			EA	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Telecommunications Data Transport Services

**Extended Description:**

Telecommunications Data Transport Services

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on July 1, 2016 and extends for a period of three year(s).

**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 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. Renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

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

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

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

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

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, 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.

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

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

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

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

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

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

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

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 §§ 148-1-6.1.e.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. 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.



**22. 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.

**23. 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.

**24. 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.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. 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.

**27. 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.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**30. 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.

**31. 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. 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.

**32. 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

**43. 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.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Verizon Business Network Services, Inc. on behalf of MCI Communications Services Inc. dba

Verizon Business Services

(Company)

/ Marsha K. Harrell, Senior Consultant -

Pricing/Contract Management

Marsha K. Harrell  
(Authorized Signature) (Representative Name, Title)

Phone: (304) 356-3395/Fax: (304) 356-3590/March 28, 2016  
(Phone Number) (Fax Number) (Date)

**ADDENDUM TO RFP NO. 0212 SWC160000003**  
**FOR TELECOMMUNICATIONS TRANSPORT SERVICES**

This Addendum is made on the date signed below by and between the State of West Virginia ("State"), and Verizon Business Network Services, Inc. ("Verizon") on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon"), to clarify various issues contained in the Request for Proposal identified as RFP No. 0212 SWC160000003 ("RFP") and Verizon's proposal submitted in response to it ("Verizon's Proposal"). The RFP, Verizon's Proposal, and any other documents that combine to form the contract for the services requested in the RFP ("Contract"), are modified as follows:

1. **WV-96 AGREEMENT ADDENDUM:** All provisions contained in the WV-96 Agreement Addendum, attached hereto as Exhibit A and incorporated herein by reference, shall control and take priority over Verizon's Proposal and any other conflicting provisions contained in the Contract.
2. **LETTER AGREEMENT:** The Parties agree that the letter agreement attached hereto as Exhibit B reflects the intended transition of services from the Emergency MPLS Contract to this Contract.
3. **MODIFICATIONS TO SERVICE AGREEMENT:** The parties agree that the Verizon Business Service Agreement is hereby modified follows:
  - a. The term entitled "Tariff and Guide" is rejected in its entirety.
  - b. The term entitled "Customer Consent to Use of CPNI" is rejected in its entirety.
  - c. The term entitled "Confidential Information" is deleted in its entirety and replaced with the following:

Confidential Information. The parties agree that the State of West Virginia, as a public entity, is subject to the Freedom of Information Act contained in W. Va. Code section 29B-1-1 et seq (the "Act"). All public records in the State's possession, as defined in the Act, will be disclosed in accordance with that Act. The State recognizes that certain records may be shielded from disclosure if the record qualifies for an exemption contained in W. Va. Code section 29B-1-4. Verizon may request that the State refrain from disclosing certain records by clearly identifying the exempt information within the record to the exclusion of non-exempt information. Verizon must also list the exemption that it believes to be applicable along with an explanation of why it believes the exemption applies. The State reserves the right to evaluate the exemption identified by Verizon. If the State does not agree that the exemption identified is applicable, the State may request that Verizon revise its request. In the event that an agreement on the applicability of an exemption cannot be reached, Verizon may request that its records be returned. Records will not be returned, however, if a request under the



Freedom of Information Act is then pending. The parties also understand that there is no exemption from the Act for "Confidential" information. Any records identified only as confidential will not be withheld from disclosure. Similarly, marking entire documents as exempt from disclosure without adequate justification and identification of the applicable exemption will not be honored. The parties also understand and agree that the Contract documents will be disclosed to the public in accordance with Term 31 of the General Terms and Conditions entitled "YOUR SUBMISSION IS A PUBLIC DOCUMENT", which was released with the solicitation.

- d. The term entitled "Rates and Charges; Governmental charges; Taxes" is modified by removing the provision in its entirety and replacing it with the following:

"Customer agrees to pay the rates and charges specified in this Agreement. Verizon may add or adjust rates and charges in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All rates and charges are exclusive of applicable federal, state, local, and foreign, sales, use, excise, utility, gross receipts, value added, and other taxes, tax-like charges, and tax-related and other surcharges ("Taxes"), which Customer must pay to the extent it is not exempt from such tax or surcharge. In the event that Customer provides Verizon with a valid, duly executed exemption certificate, Verizon will exempt Customer from Taxes in accordance with the law, effective on the date Verizon receives the exemption certificate."

- e. The term entitled "Payment" is modified by replacing "30 days" with "90 days" pursuant to the requirements of West Virginia Code § 5A-7-4a(h).
- f. The term entitled "Termination; Disconnection Notice" is modified by replacing "10 days" with "90 days" pursuant to the requirements of West Virginia Code § 5A-7-4a(h).

4. **MODIFICATIONS:** Verizon's Proposal will in no way change the requirement that any modification of the Contract requires approval from Verizon and the State. Approval by the State requires signed documentation from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only).

Vendor

By: Marsha K. Harrell

Marsha K Harrell  
Senior Consultant  
Pricing/Contract Management

Its: \_\_\_\_\_

Date: 7/8/16

WV Office of Technology

By: Justin M. Allister

Its: CFO

Date: 7/13/2016

WV Attorney General's Office  
(As To Form)

WV Purchasing Division

By: J. Robert Ashie

By: [Signature]

Its: Sr. Dep. Attorney General

Its: DIRECTOR

Date: 7/15/16

Date: 7/15/16

**EXHIBIT A – WV-96 AGREEMENT ADDENDUM**

**AGREEMENT ADDENDUM**

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

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

**ACCEPTED BY:**

State of West Virginia

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Verizon Business Network Services Inc. on behalf of  
MCI Communications Services, Inc. d/b/a Verizon Business Services

Company Name: Marsha K. Harrell

Signed: \_\_\_\_\_  
Marsha K Harrell  
Senior Consultant

Title: \_\_\_\_\_  
Pricing/Contract Management

Date: 7/8/16

**EXHIBIT B – LETTER AGREEMENT**



EARL RAY TOMBLIN  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

MARY JANE PICKENS  
ACTING CABINET SECRETARY  
DAVID TINCHER  
DIRECTOR

July 1, 2016

Sandra Hawkins  
Verizon Business  
4700 MacCorkle Avenue SE  
Charleston, WV 25304

**Re: Request for Proposal identified as RFP No. 0212 SWC1600000003**

Ms. Hawkins,

The previous MPLS07 Contract, hereafter MPLS07, was awarded to Verizon Business and became effective 8/10/07. With the sale of Verizon's properties to Frontier Communications, Frontier was added to the contract, however, Verizon Business continued to provide some services including all billing of services, SIP Trunking and Professional Services. Frontier began providing services including Transport and Special Construction.

The new contract resulting from CRFPSWC16\*03, hereafter "Transport Contract", will be awarded to Verizon Business and will become effective 7/1/16. The intent of this new contract is to replace most services on MPLS07. SIP Trunking and Professional Services will be provided on other separate contracts.

Notwithstanding the intent mentioned in the preceding paragraph, MPLS07 includes "Section 3.16.12 Disentanglement" which describes the steps that are to be taken when the contract is terminated for any reason. This section states that the parties to MPLS07 shall confer and negotiate in good faith to reach mutual agreement on and to document within thirty (30) days after notification of termination, a written Disentanglement Transition Plan. That Disentanglement Transition Plan has not yet been completed and with the establishment of the Transport Contract, the MPLS07 Disentanglement requirements now come into play.

In order to permit this Disentanglement Transition Plan to be negotiated and documented without disruption to existing services, the State has determined it will create an Emergency MPLS Replacement Contract incorporating all existing services currently being provided under MPLS07 as a way to extend the current operating environment that exists under MPLS07 to allow for the disentanglement to commence and be completed.

PHONE: (304) 558-2306  
FAX: (304) 558-4115

WVPurchasing.gov

E.E.O. AFFIRMATIVE ACTION EMPLOYER

By signing below, Verizon Business agrees that:

1. All services will be transitioned to the appropriate new contract (either the Transport Contract, or another contract if the goods/services are not included in the Transport Contract) as quickly as is practical.
2. Any new goods/service that would previously have been purchased from MPLS07 will be purchased from its applicable replacement contract. If replacement contracts are not yet available, those services can be purchased from the Emergency Contract. For example, new transport circuits must be ordered from the Transport Contract. SIP Trunks can be ordered from the Emergency MPLS Replacement Contract only until the new SIP Trunking Contract has been put in place.
3. A new contract for Professional Services is planned but is not yet available. Those services will be procured from the Emergency Replacement Contract until a new Professional Services Contract is available or until the Emergency Replacement Contract expires, whichever comes first.
4. In no event will the State pay both Frontier and Verizon concurrently for the same service.
5. E-rate services will be purchased by the State in a manner that ensures continuity of service and no loss of e-rate funding.

Agreed to by Verizon, as indicated by the signature below, on the date listed below the signature.

Verizon Business Network Services, Inc. ("Verizon") on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon")


By: Marsha K. Harrell

Marsha K Harrell  
Senior Consultant  
Its: - Pricing/Contract Management

Date: 7/8/16

If Verizon is in agreement with the above provisions, please sign and date this form on the space indicated. Once signed, please return a copy to me at your earliest convenience. This document will be made a part of the Transport Contract.

Respectfully,



W. Michael Sheets, CPPO, Asst. Director  
West Virginia Purchasing Division

## VERIZON BUSINESS SERVICE AGREEMENT

Verizon Business Network Services Inc.

State of West Virginia

One Verizon Way

Basking Ridge, NJ 07920

By: Marsha K. Harrell

By: \_\_\_\_\_

Name: Marsha K. Harrell

Name: \_\_\_\_\_

Title: Senior Consultant - Pricing/Contract  
Management

Title: \_\_\_\_\_

Date: March 28, 2016

Date: \_\_\_\_\_

### TERMS AND CONDITIONS

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Customer. This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is effective the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon,] except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after the dates, if any, set forth in attachments or exhibits to this Agreement.

**Customer Consent to Use of CPNI (Not Applicable to Arizona Customers).** In order to better serve Customer by offering additional products and services, Verizon, Verizon Wireless and their affiliates (the "Verizon Companies") may need to use and share certain Customer information as described herein. The Federal Communications Commission ("FCC") and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers' telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that, under law, they have a duty to protect, and Customer has a right to protection of, the confidentiality of CPNI. By signing this Agreement, Customer grants the Verizon Companies permission to use, to permit access to, and to disclose Customer's CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer Customer their current and future products and services. Customer represents that it has the authority to consent, and does consent, on behalf of its current and future affiliates that receive services and products from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to Customer upon Customer's request. Customer may withdraw or limit its consent at any time via email at [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com). This is the only way to withdraw consent for the Verizon Companies' use and sharing of Customer's CPNI and Confidential Information, as described above, and all other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of services to Customer.

**iLECS and Verizon Wireless.** The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Cellco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

1. **Services.** Verizon will provide the products and services ("Services") in the Service Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set



forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.

2. **Term and Survival.** The "Initial Term" begins on the Effective Date and ends upon the completion of thirty-six (36) consecutive months but may be extended upon mutual agreement of the parties for three successive one year Extended Terms not to exceed 36 months. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at [www.verizonbusiness.com/guide](http://www.verizonbusiness.com/guide), and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice. Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.

4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).

5. **Annual Volume Commitment.** Customer agrees to pay Verizon no less than N/A Dollars (\$0.00) in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"), which is the annual volume commitment ("AVC"). "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, Verizon Wireless, non-recurring, goods and services acquired by Verizon as Customer's agent, international access that is passed-through (Type 3/PTT) or provided by Verizon (Type 1) and other charges expressly excluded by this Agreement.

6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Term, Customer shall pay an "Underutilization Charge" equal to 0% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 0% of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term plus (ii) a pro-rata portion of any and all credits received by Customer.

7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

8. **Termination; Disconnection Notice.** Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

9. **Confidential Information.** Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other party's Confidential Information as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the other party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Verizon may share Confidential Information for the purposes described in the paragraph entitled "Customer Consent to Use of CPNI" above. Confidential Information (excluding CPNI that is also Confidential information) remains the property of the disclosing party and, upon request of the disclosing party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing party will be entitled to seek specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, been given or required access to Customer Confidential Information or Customer sensitive personal data, solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or

Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information or Customer sensitive personal data, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.

**10. Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**

10.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

10.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

10.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

10.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

10.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

10.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

**11. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-**

**PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.**

**12. Disclaimer of Certain Damages/Limitation of Liability.**

**12.1 Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages.

**12.2 Limitation of Liability.** The total liability of Verizon to Customer in connection with this Agreement, for any and all causes of actions and claims, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, is limited to the direct damages proven by customer. Nothing in this section limits Verizon's liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by Verizon's negligence; or (c) loss of damage to real property or tangible personal property proximately caused by Verizon's negligence.

**12.3 Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

**13. Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

**14. Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

**15. Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of West Virginia without regard to its choice of law principles. The parties agree that all Disputes must be pursued on an individual basis in accordance with the above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions.

**16. Notice.** Except as otherwise set forth in any other clause of this Agreement, any notice required to be given under this Agreement will be in writing, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, to Customer at the address set out in page 1 of the Agreement, and to Verizon at the addresses below. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A party may from time to time designate another address or addresses by written notice to the other party in compliance with this clause.

Verizon Business Services  
6415-6455 Business Center Drive

Verizon Business Services  
500 Summit Lake Drive - Office 4-04

Highlands Ranch, CO 80130  
Attn: Customer Service

Valhalla, NY 10595  
Attn: Vice President, Legal

Email: [notice@verizon.com](mailto:notice@verizon.com) with a subject of 'OFFICIAL LEGAL NOTICE'

17. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see [www.verizonbusiness.com/terms](http://www.verizonbusiness.com/terms)). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy.

18. **Service Migration.** Verizon is in the process of decommissioning certain services that Customer may be purchasing from Verizon, including, without limitation, one or more of the following services (the "Affected Services"):

Frame Relay, ATM, Flexible T1, VoIP IP Flexible T1, IP VPN

Verizon will discontinue the commercial availability of the Affected Services at future dates, subject to applicable law. Verizon will provide Customer with written notice of such date for each Affected Service that is being purchased by Customer. In recognition of this pending service decommissioning, Customer agrees that, within six (6) months of the date that this Agreement is fully executed, it will: (i) place orders to fully and completely migrate from the Affected Services to replacement Verizon services; or (ii) discontinue use of the Affected Services. If Customer chooses option (i) above, then Verizon will continue to provide Customer with the Affected Services until the date that Customer's migration is complete. If Customer does not choose either option (i) or option (ii) above within such six (6) month period, then Verizon reserves the right to discontinue the Affected Services as set forth above. Notwithstanding the foregoing, if Verizon will discontinue the commercial availability of the Affected Services in less than six (6) months from the date that this Agreement is fully executed, then Customer must fully and completely migrate from the Affected Services to replacement Verizon services or discontinue use of the Affected Services by the date that Verizon discontinues the commercial availability of the Affected Services.

19. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both parties.

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Pricing & Contract Management (VZ ID [redacted])  
Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ ID [redacted]) and  
Jacqualynn A Whiting, Director, Pricing & Contract Management (VZ ID [redacted])*

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2016 and ending on June 30, 2017 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine* 6/1/16  
Signature Date

Anthony Recine [redacted]  
Name VZ ID

SVP & CMO [redacted]

[redacted]  
Responsibility Code or Cost Center Code

*Jacqualynn A Whiting* 6/7/16  
Delegate's Signature - Jacqualynn A Whiting

*Patricia L Myers* 6/6/16  
Delegate's Signature - Patricia L Myers

*Marsha K Harrell* 6/2/16  
Delegate's Signature - Marsha K Harrell



### Attachment C: COST SHEET

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

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost -- Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC -- Calculated (B * E)	Total Cost ---- Calculated (D + F)
Private Line D50		\$383.00		\$0.00	\$0.00	
Private Line D51		\$456.00		\$0.00	\$0.00	
Private Line D53		\$1,110.00		\$0.00	\$0.00	
Switched Ethernet 1Mbps		\$383.00		\$0.00	\$0.00	
Switched Ethernet 3Mbps		\$456.00		\$0.00	\$0.00	
Switched Ethernet 5Mbps		\$503.00		\$0.00	\$0.00	
Switched Ethernet 10Mbps		\$575.00		\$0.00	\$0.00	
Switched Ethernet 20Mbps		\$732.00		\$0.00	\$0.00	
Switched Ethernet 25Mbps		\$857.00		\$0.00	\$0.00	
Switched Ethernet 50Mbps		\$1,110.00		\$0.00	\$0.00	
Switched Ethernet 75Mbps		\$1,207.00		\$0.00	\$0.00	
Switched Ethernet 100Mbps		\$1,275.00		\$0.00	\$0.00	
Switched Ethernet 150Mbps		\$1,448.00		\$0.00	\$0.00	
Switched Ethernet 200Mbps		\$1,450.00		\$0.00	\$0.00	
Switched Ethernet 250Mbps		\$1,508.00		\$0.00	\$0.00	
Switched Ethernet 300Mbps		\$1,500.00		\$0.00	\$0.00	
Switched Ethernet 350Mbps		\$1,568.00		\$0.00	\$0.00	
Switched Ethernet 450Mbps		\$1,632.00		\$0.00	\$0.00	
Switched Ethernet 500Mbps		\$1,632.00		\$0.00	\$0.00	
Switched Ethernet 1Gbps		\$1,807.00		\$0.00	\$0.00	
Switched Ethernet 2Gbps		\$2,618.00		\$0.00	\$0.00	
Switched Ethernet 3Gbps		\$3,090.00		\$0.00	\$0.00	
Switched Ethernet 4Gbps		\$3,640.00		\$0.00	\$0.00	
Switched Ethernet 5Gbps		\$4,282.00		\$0.00	\$0.00	
Switched Ethernet 6Gbps		\$5,034.00		\$0.00	\$0.00	
Switched Ethernet 7Gbps		\$5,915.00		\$0.00	\$0.00	
Switched Ethernet 8Gbps		\$6,948.00		\$0.00	\$0.00	
Switched Ethernet 9Gbps		\$8,162.00		\$0.00	\$0.00	
Switched Ethernet 10Gbps		\$9,589.00		\$0.00	\$0.00	
Frame Relay 54K		\$383.00		\$0.00	\$0.00	
Frame Relay 256K		\$383.00		\$0.00	\$0.00	
Frame Relay 512K		\$383.00		\$0.00	\$0.00	
Frame Relay T1		\$456.00		\$0.00	\$0.00	
Multilink Bonded T1s (2)		\$456.00		\$0.00	\$0.00	
Multilink Bonded T1s (3)		\$503.00		\$0.00	\$0.00	
Multilink Bonded T1s (4)		\$575.00		\$0.00	\$0.00	
Multilink Bonded T1s (5)		\$575.00		\$0.00	\$0.00	
Multilink Bonded T1s (6)		\$575.00		\$0.00	\$0.00	

### Attachment C: COST SHEET

The quantities indicated below (Column B) are the best estimate of network inventory near the time of release.

If the inventory changed after data capture or was missed during the data capture, it does not change the evaluation.

The evaluation will be based on the quantities represented in this section. Vendors must provide costs for each Service, including \$0 if applicable.

If there were not any current installations of a circuit type being requested under this RFP, it was represented with a quantity of 1 for evaluation purposes.

If a current circuit type was not being requested under this RFP, it was not included in this evaluation, but was left in the inventory for vendor reference regarding a potential installation site.

Column D is calculated by multiplying twelve (12) months by Column B and Column C.

Column F is calculated by multiplying Column B and Column E to show the total cost for Non-Recurring.

Column G is calculated by adding Column D and Column F to show the total cost for both Annual and Non-recurring costs.

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost -- Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC -- Calculated (B * E)	Total Cost ---- Calculated (D + F)
Frame Relay 3Mbps		\$456.00		\$0.00	\$0.00	
Frame Relay 6Mbps		\$575.00		\$0.00	\$0.00	
Frame Relay 9Mbps		\$575.00		\$0.00	\$0.00	
Frame Relay DS0		\$383.00		\$0.00	\$0.00	
Frame Relay DS1		\$456.00		\$0.00	\$0.00	
Fractional Frame Relay DS1		\$456.00		\$0.00	\$0.00	
Frame Relay DS3		\$1,110.00		\$0.00	\$0.00	
Fractional Frame Relay DS3		\$1,110.00		\$0.00	\$0.00	
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ATM T1		\$456.00		\$0.00	\$0.00	
ATM 3Mbps		\$456.00		\$0.00	\$0.00	
ATM 6Mbps		\$575.00		\$0.00	\$0.00	
ATM 9Mbps		\$575.00		\$0.00	\$0.00	
ATM 12Mbps		\$732.00		\$0.00	\$0.00	
ATM DS1		\$456.00		\$0.00	\$0.00	
ATM DS3		\$1,110.00		\$0.00	\$0.00	
ATM Fractional DS3		\$1,110.00		\$0.00	\$0.00	
ATM OC3		\$456.00		\$0.00	\$0.00	
ATM OC12		\$1,632.00		\$0.00	\$0.00	
ATM OC48		\$3,090.00		\$0.00	\$0.00	
-----						
MPLS P2P T1		\$456.00		\$0.00	\$0.00	
MPLS P2P DS3		\$1,110.00		\$0.00	\$0.00	
MPLS Frame Relay 64K		\$383.00		\$0.00	\$0.00	
MPLS Frame Relay T1		\$456.00		\$0.00	\$0.00	
MPLS Frame Relay DS3		\$1,110.00		\$0.00	\$0.00	
MPLS ATM T1		\$456.00		\$0.00	\$0.00	
MPLS ATM 3Mbps		\$456.00		\$0.00	\$0.00	
MPLS ATM 6Mbps		\$575.00		\$0.00	\$0.00	
MPLS ATM 9Mbps		\$575.00		\$0.00	\$0.00	
MPLS ATM 12Mbps		\$732.00		\$0.00	\$0.00	
MPLS ATM DS3		\$1,110.00		\$0.00	\$0.00	
MPLS ATM OC3		\$456.00		\$0.00	\$0.00	
MPLS Ethernet 1Mbps		\$383.00		\$0.00	\$0.00	
MPLS Ethernet 3Mbps		\$456.00		\$0.00	\$0.00	
MPLS Ethernet 5Mbps		\$503.00		\$0.00	\$0.00	
MPLS Ethernet 10Mbps		\$575.00		\$0.00	\$0.00	
MPLS Ethernet 20Mbps		\$732.00		\$0.00	\$0.00	
MPLS Ethernet 25Mbps		\$857.00		\$0.00	\$0.00	
MPLS Ethernet 75Mbps		\$1,207.00		\$0.00	\$0.00	



### Attachment C: COST SHEET

The quantities indicated below (Column B) are the best estimate of network inventory near the time of release.

If the inventory changed after data capture or was missed during the data capture, it does not change the evaluation.

The evaluation will be based on the quantities represented in this section. Vendors must provide costs for each Service, including \$0 if applicable.

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Column F is calculated by multiplying Column B and Column E to show the total cost for Non-Recurring.

Column G is calculated by adding Column D and Column F to show the total cost for both Annual and Non-recurring costs.

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - Calculated (B * E)	Total Cost - Calculated (D + F)
MPLS Ethernet 100Mbps		\$1,275.00		\$0.00	\$0.00	
MPLS Ethernet 150Mbps		\$1,448.00		\$0.00	\$0.00	
MPLS Ethernet 200Mbps		\$1,450.00		\$0.00	\$0.00	
MPLS Ethernet 250Mbps		\$1,508.00		\$0.00	\$0.00	
MPLS Ethernet 300Mbps		\$1,500.00		\$0.00	\$0.00	
MPLS Ethernet 350Mbps		\$1,568.00		\$0.00	\$0.00	
MPLS Ethernet 400Mbps		\$1,570.00		\$0.00	\$0.00	
MPLS Ethernet 450Mbps		\$1,632.00		\$0.00	\$0.00	
MPLS Ethernet 500Mbps		\$1,632.00		\$0.00	\$0.00	
MPLS Ethernet 1Gbps		\$1,807.00		\$0.00	\$0.00	
MPLS Ethernet 2Gbps		\$2,618.00		\$0.00	\$0.00	
MPLS Ethernet 3Gbps		\$3,090.00		\$0.00	\$0.00	
MPLS Ethernet 4Gbps		\$3,640.00		\$0.00	\$0.00	
MPLS Ethernet 5Gbps		\$4,282.00		\$0.00	\$0.00	
MPLS Ethernet 6Gbps		\$5,034.00		\$0.00	\$0.00	
MPLS Ethernet 7Gbps		\$5,915.00		\$0.00	\$0.00	
MPLS Ethernet 8Gbps		\$6,948.00		\$0.00	\$0.00	
MPLS Ethernet 9Gbps		\$8,162.00		\$0.00	\$0.00	
MPLS Ethernet 10Gbps		\$9,589.00		\$0.00	\$0.00	
PIP Dedicated Standard Port - QOS/COS can be included here or indicated in the next section.						
Ethernet 5 Mbps		\$175.00		\$0.00	\$0.00	
Ethernet 10 Mbps		\$230.00		\$0.00	\$0.00	
Ethernet 20 Mbps		\$423.00		\$0.00	\$0.00	
Ethernet 30 Mbps		\$469.00		\$0.00	\$0.00	
Ethernet 50 Mbps		\$528.00		\$0.00	\$0.00	
Ethernet 90 Mbps		\$801.00		\$0.00	\$0.00	
Ethernet 300 Mbps		\$1,650.00		\$0.00	\$0.00	
QOS/COS Charge - if QOS/COS is not included in PIP Dedicated Standard Port Charge immediately preceding this section, please indicate that charge here.						
5 Mbps		\$70.00		\$0.00	\$0.00	
10 Mbps		\$110.00		\$0.00	\$0.00	
20 Mbps		\$198.00		\$0.00	\$0.00	
30 Mbps		\$285.00		\$0.00	\$0.00	
50 Mbps		\$527.00		\$0.00	\$0.00	
90 Mbps		\$527.00		\$0.00	\$0.00	
300 Mbps		\$2,634.00		\$0.00	\$0.00	

### Attachment C: COST SHEET

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

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost -- Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC -- Calculated (B * E)	Total Cost ---- Calculated (D + F)
Total Annual Costs and Non-Recurring Costs						
<b>Miscellaneous Costs and information</b>						
		Provided by		Hourly Rate	Estimate of Hours	Total Cost
		Vendor (Y or N)	Subcontractor (Y or N)			
Extension of Circuit demarcation				\$150.00		
Expedite Charge				Cost per Circuit Expedited \$1,500.00	Estimate of Requests	Total Cost
<b>Overall Cost Summary</b>						
Total Annual Costs and Non-Recurring Costs						
Extension of Circuit demarcation						
Expedite Charge						
Total Cost for Evaluation						