



Dale Malcomb  
Purchasing Coordinator  
Phone: (304) 254-7858  
Email: [dmalcomb@wvpublic.org](mailto:dmalcomb@wvpublic.org)

September 7<sup>th</sup>, 2023

Kevin Leedy  
Government Account Executive - WV  
Lumos Networks LLC dba Segra  
1200 Greenbrier St  
Charleston, WV 25311-1002  
Phone: (304) 817-0003  
Cell: (304) 320-3831  
Email: [Kevin.Leedy@Segra.Com](mailto:Kevin.Leedy@Segra.Com)

Subject: Establishment of an emergency contract to replace CCT 0439 EBA2000000002, site-to-site circuits and Internet connectivity.

Dear Mr. Leedy:

Per our conversation of September 6<sup>th</sup>, 2023, the WV Educational Broadcasting Authority (EBA), an agency of the State of West Virginia, is requesting an emergency replacement to CCT 0439 EBA2000000002, site-to-site circuits and Internet connectivity, for the three (3) month period of October 1<sup>st</sup>, 2023, through December 31<sup>st</sup>, 2023. EBA is requesting an emergency replacement to CCT 0439 EBA2000000002, site-to-site circuits and Internet connectivity, according to all Terms and Conditions, Pricing and Specifications contained in the original Contract, including all authorized Change Orders. EBA is requesting this three (3) month contract with three (3) optional three (3) month renewals. CCT 0439 EBA2000000002 is attached for your reference.

This contract requires current Commercial General Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence. Please include a copy of your certificate of insurance (COI) with this signed agreement. I have also included an Agency Master Agreement (wv48) and a three-month trade agreement which must be completed and returned.

Please call if you have any questions.

Very truly yours,

C. Dale Malcomb

Attachment

*We agree to establish a new emergency contract for the period and renewals as stated above under the same terms, conditions, and pricing as in the original contract, CCT 0439 EBA2000000002, and any change orders thereto.*

Kevin Leedy  
\_\_\_\_\_  
Name

E-SIGNED by Kevin Leedy\_  
on 2023-09-12 13:40:15 GMT  
\_\_\_\_\_  
Signature

Government Account Executive I  
\_\_\_\_\_  
Title

September 12, 2023  
\_\_\_\_\_  
Date

# AGENCY DELEGATED AGREEMENT

Purchase Order # EBAr73310 / ACT EBA24\*24

wvOASIS Vendor/ Customer # 00000228728

I, Lumos Networks LLC dba Segra, agree to perform the following services  
(Name and address)  
for Educational Broadcasting Authority at 600 Capitol St, Charleston, WV 25301; 124 Industrial Park Rd, Beaver, WV 25813; 191 Scott Ave, Morgantown, WV 26508  
(Agency) (Location)  
provide interconnection and Internet circuits for the three office locations listed above  
(Detailed description of services to be performed)

Date(s) of Service: from 10/1/2023 to 12/31/2023

The rate of pay shall be \$3,500.00 per month not to exceed  
\$ 10,500.00 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by \_\_\_\_\_ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ \_\_\_\_\_. The vendor serves as \_\_\_\_\_ (Position) with the title of \_\_\_\_\_, certified by \_\_\_\_\_ (Supervisor's Signature).

**GENERAL TERMS AND CONDITIONS:** The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency WV Educational Broadcasting Authority  
C Dale Malcomb  
(Authorized Signature of Agency)  
C. Dale Malcomb, Purchasing Coordinator  
(Title)  
September / 7th, 2023  
(Date)

Vendor Lumos Networks LLC dba Segra  
E-SIGNED by Kevin Capler  
on 2023-09-13 16:47:02 GMT  
VP Enterprise Sales  
(Vendor's Signature) (Title)  
September 13, 2023  
(Date)



**Broadcast Underwriting Agreement**

Account Rep: Annie Thompson

New \_\_\_\_\_ Renewal x Contract Date September 7th, 2023

Client Lumos Networks LLC DBA Segra Address 1200 Greenbrier Street

Town/St/Zip Charleston, WV 25311 Web/Email segra.com

Telephone (803) 726-7000 Fax \_\_\_\_\_

Contact John Nee, Patrick Alsup or Gary Crocco

**Segra Receives:** 65 morning drive radio underwriting spots - \$3,900, 33 Classical Music radio underwriting spots - \$1,138, 52 Saturday morning radio underwriting spots - \$2,340, 78 Saturday afternoon radio underwriting spots - \$2,730, 78 Sunday morning radio underwriting spots - \$2,730, 65 primetime TV underwriting spots - \$2,925, 75 PBS Kids TV underwriting spots \$1,881, 52 "How To" TV underwriting spots \$1,820, 1 rotating web tile on wvpublic.org \$600

**WV Public Broadcasting Receives:**

Reduction in monthly connectivity bill by \$6,600.42

Radio <u>X</u>	Start Date <u>10-1-23</u>	End Date <u>12-31-23</u>
TV <u>X</u>	Start Date <u>10-1-23</u>	End Date <u>12-31-23</u>
Digital <u>X</u>	Start Date <u>10-1-23</u>	End Date <u>12-31-23</u>

Affidavit Required yes

Audio: ~~FDD~~ same as before

Total Cost: \$19,801.26 Non-Profit \_\_\_\_\_ Cash \_\_\_\_\_ Barter X

Billing none

Send payment to: **West Virginia Educational Broadcasting Authority**  
124 Industrial Park Road

E-SIGNED by Krista Kappler

Client signature on 2023-09-13 16:47:17 GMT Date September 13, 2023

WVEBA Underwriting Manager [Signature] Date 9-18-23

WVEBA Development Director [Signature] Date 9-18-23

You will have the first option to renew this underwriting contract at the end of the terms of this agreement. Because of the commitment to serve the public, program broadcasts are subject to change. West Virginia Educational Broadcasting Authority reserves the right to pre-empt underwriting for failure to meet payment schedule. All contracts are subject to final approval by the West Virginia Educational Broadcasting Authority.



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

State of West Virginia  
**Contract**

Order Date: 07-31-2023

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

<b>Order Number:</b>	CCT 0439 0439 EBA2000000002 10	<b>Procurement Folder:</b>	610420
<b>Document Name:</b>	SITE-TO-SITE INTERNET CONNECTIVITY	<b>Reason for Modification:</b> Roll Document from 2023 to 2024	
<b>Document Description:</b>	CHANGE ORDER 3		
<b>Procurement Type:</b>	Central Contract - Fixed Amt		
<b>Buyer Name:</b>	Toby L Welch		
<b>Telephone:</b>	(304) 558-8802		
<b>Email:</b>	toby.l.welch@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2019-10-01
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2023-09-30

VENDOR		DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000228728	<b>Requestor Name:</b>	Cecil Dale Malcomb
LUMOS NETWORKS LLC 1200 GREENBRIER ST  CHARLESTON WV 25311-1002 US		<b>Requestor Phone:</b>	(304) 254-7858
<b>Vendor Contact Phone:</b>	999-999-9999	<b>Requestor Email:</b>	dmalcomb@wvpublic.org
<b>Extension:</b>			
<b>Discount Details:</b>			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD  BEAVER WV 25813 US	PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST  CHARLESTON WV 25301-1223 US

<b>Total Order Amount:</b>	\$168,000.00
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<b>PURCHASING DIVISION AUTHORIZATION</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b>	<b>ENCUMBRANCE CERTIFICATION</b>
<b>DATE:</b>	<b>DATE:</b>	<b>DATE:</b>
<b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ELECTRONIC SIGNATURE ON FILE</b>

**Extended Description:**

Change Order 3

Educational Broadcast Agency Contract  
(Site to Site Internet Connectivity Services)

Change Order No. 3 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective Dates: 10/01/2022 through 9/30/2023

Renewal Years Remaining: 0

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112100	12.00000	MO	3500.000000	\$42,000.00
Service From	Service To	Manufacturer		Model No	
2019-10-01	2020-09-30				

**Commodity Line Description:** INTERNET SERVICES

**Extended Description:**

Per attached vendor's Exhibit A Pricing schedule as submitted with bid response.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112100	12.00000	MO	3500.000000	\$42,000.00
Service From	Service To	Manufacturer		Model No	
2020-10-01	2021-09-30				

**Commodity Line Description:** YEAR 2 INTERNET SERVICES

**Extended Description:**

Per attached vendor's Exhibit A Pricing schedule as submitted with bid response.

YEAR 2

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81112100	12.00000	MO	3500.000000	\$42,000.00
Service From	Service To	Manufacturer		Model No	
2021-10-01	2022-09-30				

**Commodity Line Description:** YEAR 3 INTERNET SERVICES

**Extended Description:**

Per attached vendor's Exhibit A Pricing schedule as submitted with bid response.

YEAR 3

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81112100	12.00000	MO	3500.000000	\$42,000.00
Service From	Service To	Manufacturer		Model No	
2022-10-01	2023-09-30				

**Commodity Line Description:** YEAR 4 INTERNET SERVICES

**Extended Description:**

Per attached vendor's Exhibit A Pricing schedule as submitted with bid response.

YEAR 4

	Document Phase	Document Description	Page
EBA2000000002	Final	CHANGE ORDER 3	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
**Contract**

Order Date: 2019-08-28

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

<b>Order Number:</b> CCT 0439 0439 EBA2000000002	<b>Procurement Folder:</b> 610420
<b>Document Name:</b> SITE-TO-SITE INTERNET CONNECTIVITY	<b>Reason for Modification:</b>
<b>Document Description:</b> SITE-TO-SITE INTERNET CONNECTIVITY	Award of CRFQ 0439 EBA2000000002.
<b>Procurement Type:</b> Central Contract - Fixed Amt	
<b>Buyer Name:</b> Stephanie L Gale	
<b>Telephone:</b> (304) 558-8801	
<b>Email:</b> stephanie.l.gale@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2019-10-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2020-09-30

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> 000000228728 LUMOS NETWORKS LLC 1200 GREENBRIER ST  CHARLESTON WV 25311-1002  US <b>Vendor Contact Phone:</b> (304) 720-2191 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Cecil Dale Malcomb <b>Requestor Phone:</b> (304) 254-7858 <b>Requestor Email:</b> dmalcomb@wvpublic.org

INVOICE TO	SHIP TO
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING  124 INDUSTRIAL PARK RD  BEAVER WV 25813  US	PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING  600 CAPITOL ST  CHARLESTON WV 25301-1223  US

<b>Total Order Amount:</b>	<b>\$42,000.00</b>
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<b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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**Extended Description :**

Educational Broadcast Agency Contract  
 (Site to Site Internet Connectivity Services)

The vendor: Lumos Network, LLC of Charleston, WV, agrees to this services contract with the agency, The West Virginia Educational Broadcasting Authority to provide Internet Connectivity Services per the specifications, terms and conditions, bid requirements, the vendors submitted and accepted bid response dated: 08/16/2019 and per the vendor's submitted Exhibit A Pricing Page as attached hereto, all incorporated herein by reference and made apart of hereof.

Effective Dates: 10/01/2019 - 9/30/2020

(3) Renewals Remaining.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112100	12.00000	MO	\$3,500.000000	\$42,000.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-10-01	2020-09-30				

**Commodity Line Description:** INTERNET SERVICES

**Extended Description:**

Per attached vendor's Exhibit A Pricing schedule as submitted with bid response.



## 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 10/01/2019 and extends for a period of one (1) 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**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.

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

**9. WORKERS' COMPENSATION INSURANCE:** 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. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications under section 5.2.8.

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

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

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

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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”), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 06/08/2018

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.

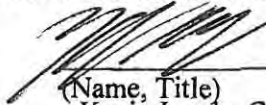
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“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.

**44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

**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.

 *Customer Account Manager*

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(Name, Title)  
Kevin Leedy, Customer Account Manager

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(Printed Name and Title)  
1200 Greenbrier Street, Charleston, WV 25311

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(Address)  
304-817-0003/304-720-2121

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(Phone Number) / (Fax Number)  
kevin.leedy@segra.com

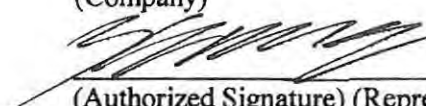
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(email address)

**CERTIFICATION AND SIGNATURE:** 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.

Segra

(Company)

 *Customer Account Manager*

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(Authorized Signature) (Representative Name, Title)

Kevin Leedy, Customer Account Manager

(Printed Name and Title of Authorized Representative)

August, 16, 2019

(Date)

304-817-0003/304-720-2121

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**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.

Segra

\_\_\_\_\_

Company



Authorized Signature

August, 16, 2019

\_\_\_\_\_

Date

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

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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

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
- **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

- 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.

**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.



## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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- 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 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>.
- 2.8 Node:** a piece of equipment through which a circuit traverses creating an additional point of failure.
- 2.9 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.
- 2.10 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.
- 2.11 Quality of Service (QOS):** Quality of Service as defined by the IEEE 802.1Q standard for priority level tagging within an Ethernet frame header.
- 2.12 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13 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.
- 2.14 UNI Speed:** the speed at which the Vendor’s service interfaces with the Agency’s physical equipment.
- 2.15 User-Network interface (UNI):** a demarcation point between the responsibility of a service provider (Vendor) and the responsibility of the subscriber (Agency).
- 3. RESERVED:**
- 4. GENERAL REQUIREMENTS:**
- 4.1 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.

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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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) on Thursday, August 1<sup>st</sup> at 10:00 a.m. EST.
- B. The first optional Pre-Bid meeting shall be at the Beckley offices of the Agency (124 Industrial Park Road, Beaver, WV 25813) on Thursday, August 1<sup>st</sup> at 2:00 p.m. EST.
- C. The second optional Pre-Bid meeting shall be at the Morgantown offices of the Agency (191 Scott Ave., Morgantown, WV 26505) on Thursday, August 2<sup>nd</sup> at 1:00 p.m. EST.
- **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. \***

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

### 5. MANDATORY REQUIREMENTS:

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

#### 5.1.1 LAYER 2 ETHERNET CIRCUITS

**5.1.1.1** 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**.

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

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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- 5.1.1.3 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.
- 5.1.1.4 Traffic on one circuit must never affect traffic on another circuit.
- 5.1.1.5 Circuits must meet all IEEE standards for Ethernet over wired circuits.
- 5.1.1.6 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.
- 5.1.1.7 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.
- 5.1.1.8 Circuits and UNI's must be compatible with all switches, routers, and other equipment using standard layer 2 Ethernet technologies.
- 5.1.1.9 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.

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### 5.1.2 INTERNET CONNECTIVITY

5.1.2.1 Internet connections must be full duplex; stated bandwidth both directions.

5.1.2.2 Vendor must assign a subnet of 128 public IP numbers (minimum) for use by the Agency.

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

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

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

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

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

#### 5.2.1 Monitoring:

5.2.1.1 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.

5.2.1.2 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

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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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.

- 5.2.2 Latency:** all circuits must have no more than 20 milliseconds of network latency (one-way delay).
- 5.2.3 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.
- 5.2.4 Bandwidth:** all circuits must perform at their stated bandwidth or higher at all times.
- 5.2.5 Target Circuit Availability:** all circuits must have a target circuit availability of 99.99% or greater.
- 5.2.6 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.
- 5.2.7 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.
- 5.2.8 Liquidated Damages:**
  - 5.2.8.1** 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.

**EBAr67893 WV EBA Site-to-Site and Internet Connectivity**

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- 5.2.8.2** 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.
- 5.2.8.3** 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.
- 5.2.8.4** 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.
- 5.2.8.5** 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.
- 5.2.8.6** Credits shall never exceed the monthly cost of the circuit in any billing cycle.
- 5.2.8.7** Credits shall never exceed 25% of the yearly cost of the circuit for any contract year.
- 5.2.8.8** At Vendor's discretion, credits may be applied either to the underwriting contract (detailed below), or the cash payment for the affected month.
- 5.2.8.9** 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

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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access to the premises at which the circuits terminate; (d) interruptions or delays as a result of authorized maintenance by the Agency.

### 6. CONTRACT AWARD:

**6.1 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**).

**6.1.1** Vendor shall commence installation of the Contract Items immediately after being awarded this Contract and receiving a purchase order.

**6.1.2** Vendor shall complete installation of the Contract Items within 45 working days after receiving a purchase order.

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

**6.1.2.2** If the Vendor cannot meet the installation deadline:

**6.1.2.2.1** 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.

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

**6.1.3** 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.

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

**6.1.3.2** If the Vendor fails remediation, the Agency may, at its own discretion, cancel the contract with no penalty. In this situation the

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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Vendor may charge the Agency nothing for the failed attempt to provide the contract items.

- 6.1.4** 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.

**6.2 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.

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](mailto:Stephanie.L.Gale@WV.Gov) and or may download from the wvOASIS Vendor Self-Serve (VSS) site containing solicitation documentation.

- 6.2.1** Vendor should complete the Pricing Page (**Exhibit A**), Vendors submitted Pricing will capture the following:
- 6.2.1.1** 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.
  - 6.2.1.2** This contract shall not include any non-recurring costs. If the Vendor has non-recurring costs, such as build-out costs, these costs should be factored into the monthly / annual costs.
  - 6.2.1.3** List a Monthly Cost for each Contract Item, multiply this monthly cost by twelve (12), and list the result as an Annual Item Extended Cost for each Contract Item.
  - 6.2.1.4** Add the Annual Item Extended Cost for Item 1 and the Annual Item Extended Cost for Item 2. The result should be entered as the Total Bid Amount. **This is the amount that will be used to award this contract.**
  - 6.2.1.5** List the Monthly Item Cost for the Underwriting Trade-out as described in Section 7.2, Trade-out. Multiply this monthly underwriting trade-out cost by twelve (12) and list the result as an Annual Item Extended Cost.



**EBAr67893 WV EBA Site-to-Site and Internet Connectivity**

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- 6.2.1.6** Vendor should then calculate the Annual Bid Cash Cost by adding the Annual Item Cost for Items 1 and 2 and subtracting the Annual Item Cost for the Underwriting Trade-out (Item 1 + Item 2 – Trade-out). 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.
- 6.2.2** Shipping costs shall be included in the price for the delivery of any equipment.
- 7. 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.
- 7.1 Cash Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 7.2 Trade-out:** Vendor must accept an underwriting trade-out with a minimum monthly value of \$6,600.42 as partial payment of this contract. Vendor may accept a larger trade-out value as payment if it wishes. Vendor must list the dollar value of advertising that it is willing to accept in lieu of payment on line 4 of the Pricing Page. Advertising will be provided through either the Proposed Underwriting Package (Exhibit G), or a custom advertising package.
- 7.2.1** For convenience and potential use, the Agency has included a **Proposed Underwriting Package (Exhibit G)** with a listed value of \$6,600.42 per month. This value is calculated based upon standard rates as outlined in **Exhibit H, Underwriting Demographics and Rates**. If vendor accepts this Proposed Underwriting Package, vendor must list \$6,600.42 on line 3 of the Pricing Page.
- 7.2.2** Vendor may accept a customized underwriting package to best fit Vendor's needs rather than utilizing the proposed underwriting package. If vendor is willing to accept a customized underwriting package, vendor must list the amount it will accept in lieu of payment on line 4 of the Pricing Page. 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.
- 7.2.3** Vendor can expect underwriting in multiple platforms (radio, television, and web) with varying airtimes so their message reaches across a full range of demographics.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs

## EBAr67893 WV EBA Site-to-Site and Internet Connectivity

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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.

**9. 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:

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

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

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

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

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

**10. VENDOR DEFAULT:**

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

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

**10.1.2** Failure to comply with other specifications and requirements contained herein.

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

**10.1.4** Failure to remedy deficient performance upon request.

**10.2** The following remedies shall be available to Agency upon default.

**10.2.1** Immediate cancellation of the Contract.

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

**10.2.3** Any other remedies available in law or equity.

**EBAr67893 WV EBA Site-to-Site and Internet Connectivity**

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**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during 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, Customer Account Manager

**Telephone Number:** 304-817-0003

**Fax Number:** 304-720-2121

**Email Address:** kevin.leedy@segra.com

**EBAr67893 WV EBA Site-to-Site and Internet Connectivity**

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**ATTACHMENTS:**

**Exhibit A** - Pricing Scenario Page

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

**Exhibit C** – Connectivity

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

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

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

**Exhibit G** – Proposed Underwriting Package

**Exhibit H** - Underwriting Demographic and Rates

Exhibit B - Circuit Descriptions and User-Network Interface (UNI) Locations										
Ethernet Circuit Designation	Description	UNI Speed	Ethernet Access Speed	UNI's per Circul	Location / Vendor Local Port Number*					
					Beckley	Charleston	Morgantown	WVNet.Chas	WVNet Mgmtn	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			
<b>Total User-Network Interfaces</b>					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										
<b>Beckley</b>	124 Industrial Park Rd Beaver, WV 25813	<b>Charleston</b>	600 Capitol St Charleston, WV 25301	<b>Morgantown</b>	191 Scot Ave Morgantown, WV 26508					
<b>Contact</b>	Dale Malcomb	<b>Contact</b>	Randall Comm	<b>Contact</b>	Rodney Swisher					
<b>Phone</b>	(304) 254-7858	<b>Phone</b>	(304) 556-4942	<b>Phone</b>	(304) 284-1465					
<b>Email</b>	dmalcomb@wvpublic.org	<b>Email</b>	rcomm@wvpublic.org	<b>Email</b>	rswisher@wvpublic.org					
<b>Wvnet</b>	WV State Capitol	<b>WVNet</b>	West Virginia Network							
<b>Charleston</b>	1900 Kanawha Blvd East, Bldg 6 First Floor, Communications Vault Charleston, WV 25301	<b>Morgantown</b>	837 Chestnut Ridge Road Morgantown, WV 26505							
<b>Contact</b>	Chris Freeman	<b>Contact</b>	Chris Freeman							
<b>Phone</b>	(304) 293-5192 extension 252	<b>Phone</b>	(304) 293-5192 extension 252							
<b>Email</b>	chris2@mail.wvnet.edu	<b>Email</b>	chris2@mail.wvnet.edu							

# EBAr67893 WV EBA Site-to-Site and Internet Connectivity

## Exhibit D, Beckley Site Diagram

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

Approximate Total Length: 204'

Cable Tray is 9'3" from floor

Note1: Interior run is in Cable Tray

Existing Path  
180'

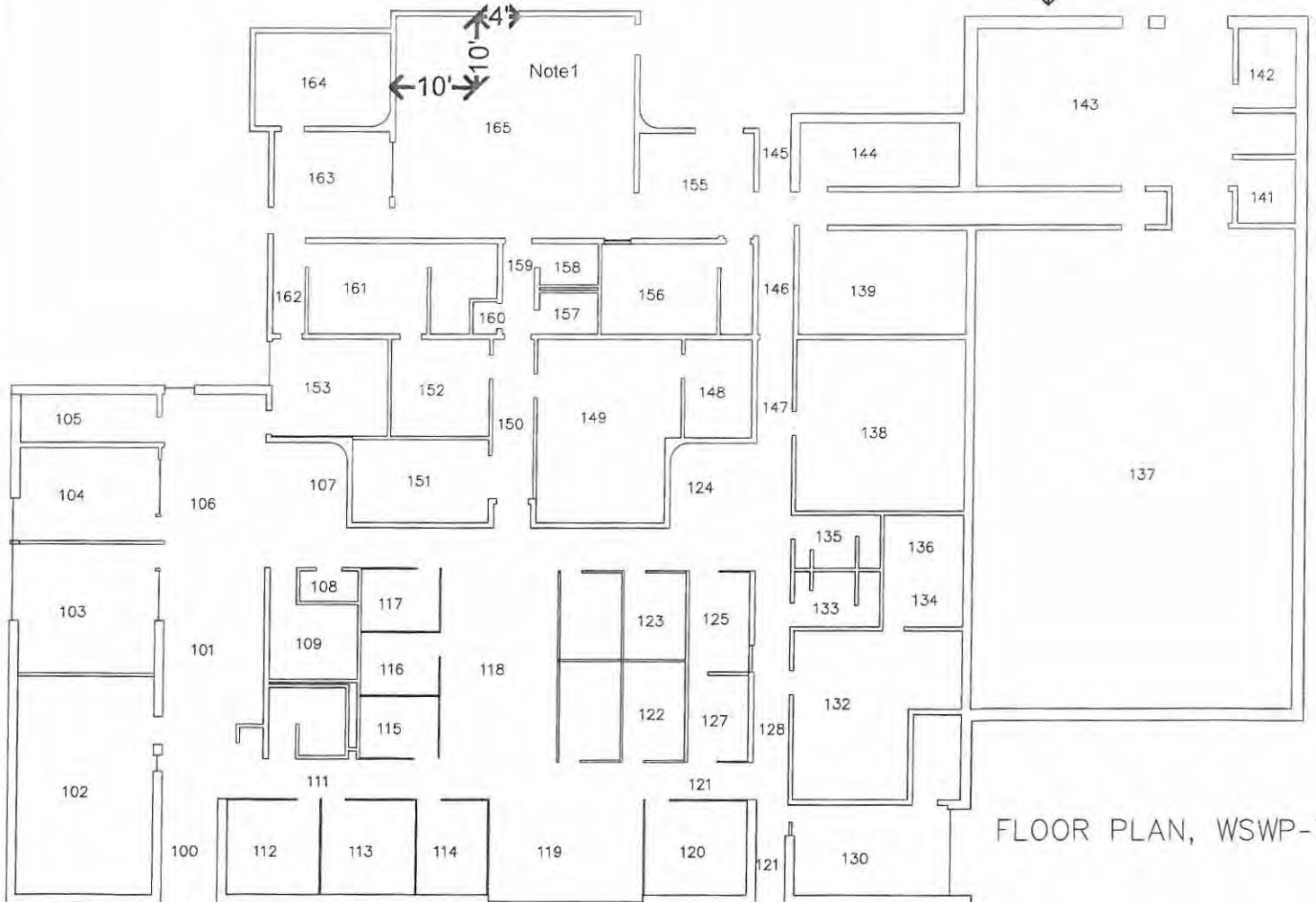


Sat Dish

Existing Telecom Pole  
Lines go underground here



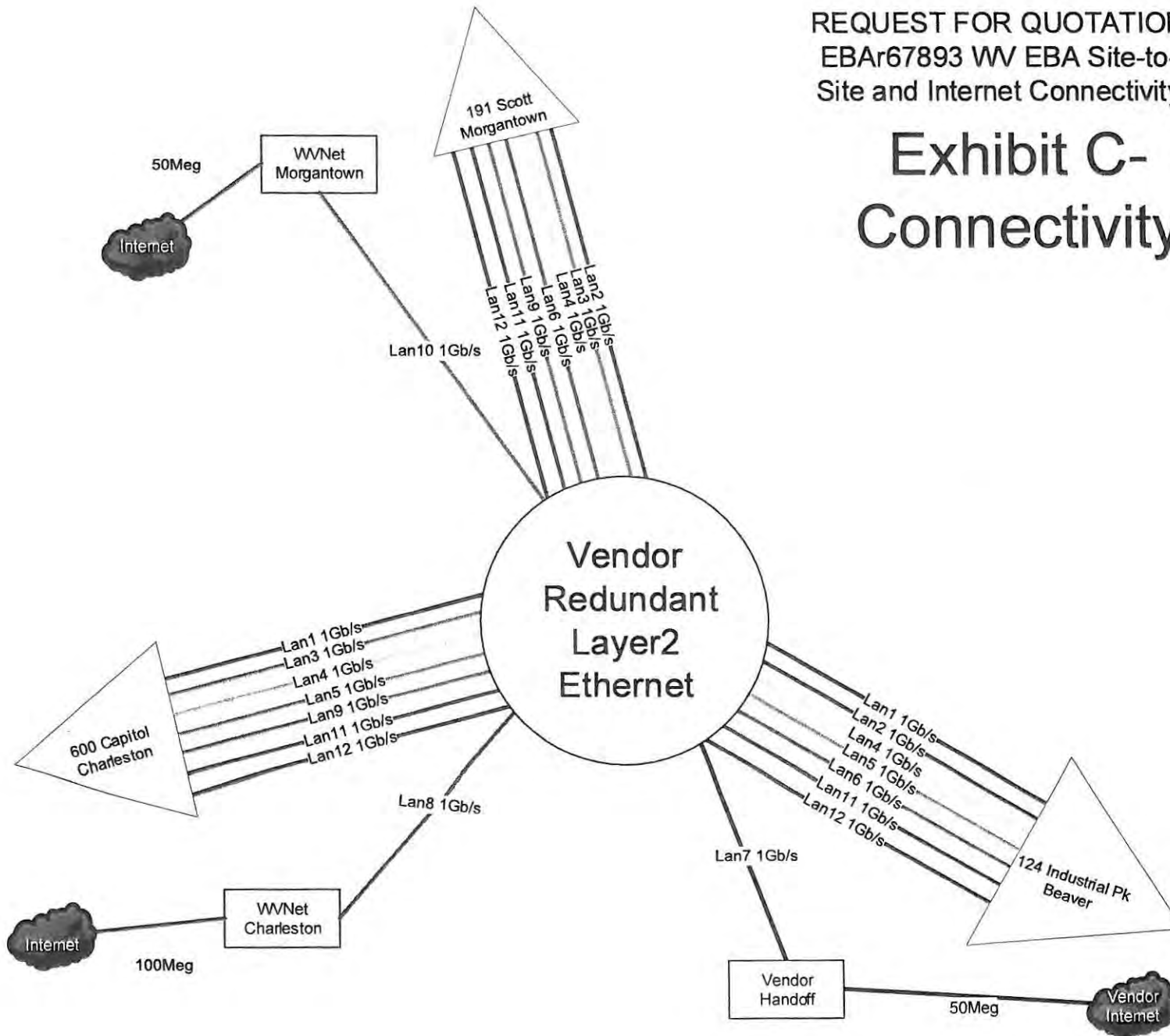
Distance from pole  
to building  
108'



FLOOR PLAN, WSWP-TV

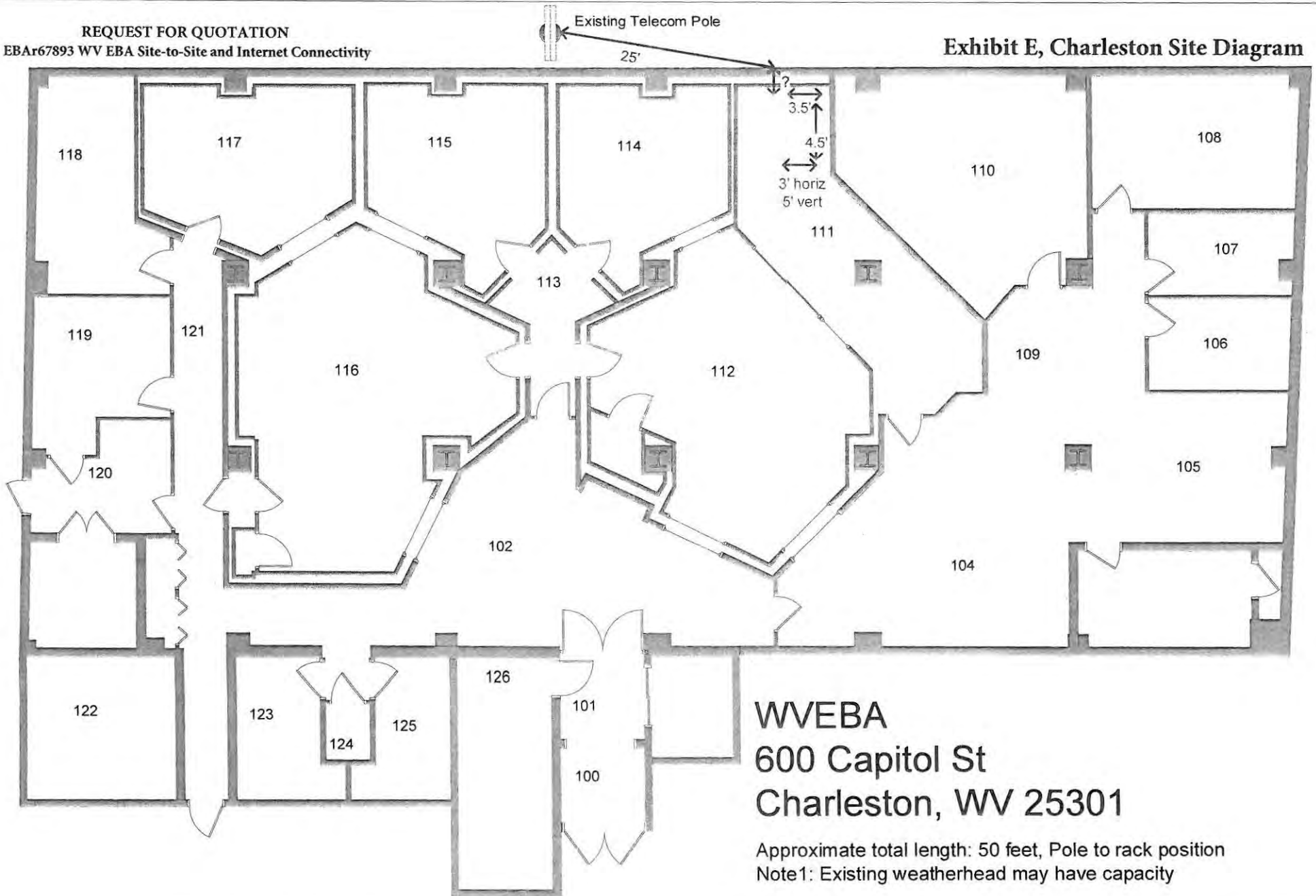
REQUEST FOR QUOTATION  
EBA67893 WV EBA Site-to-  
Site and Internet Connectivity

# Exhibit C- Connectivity



REQUEST FOR QUOTATION  
EBAr67893 WV EBA Site-to-Site and Internet Connectivity

Exhibit E, Charleston Site Diagram



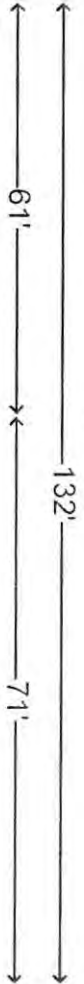


REQUEST FOR QUOTATION

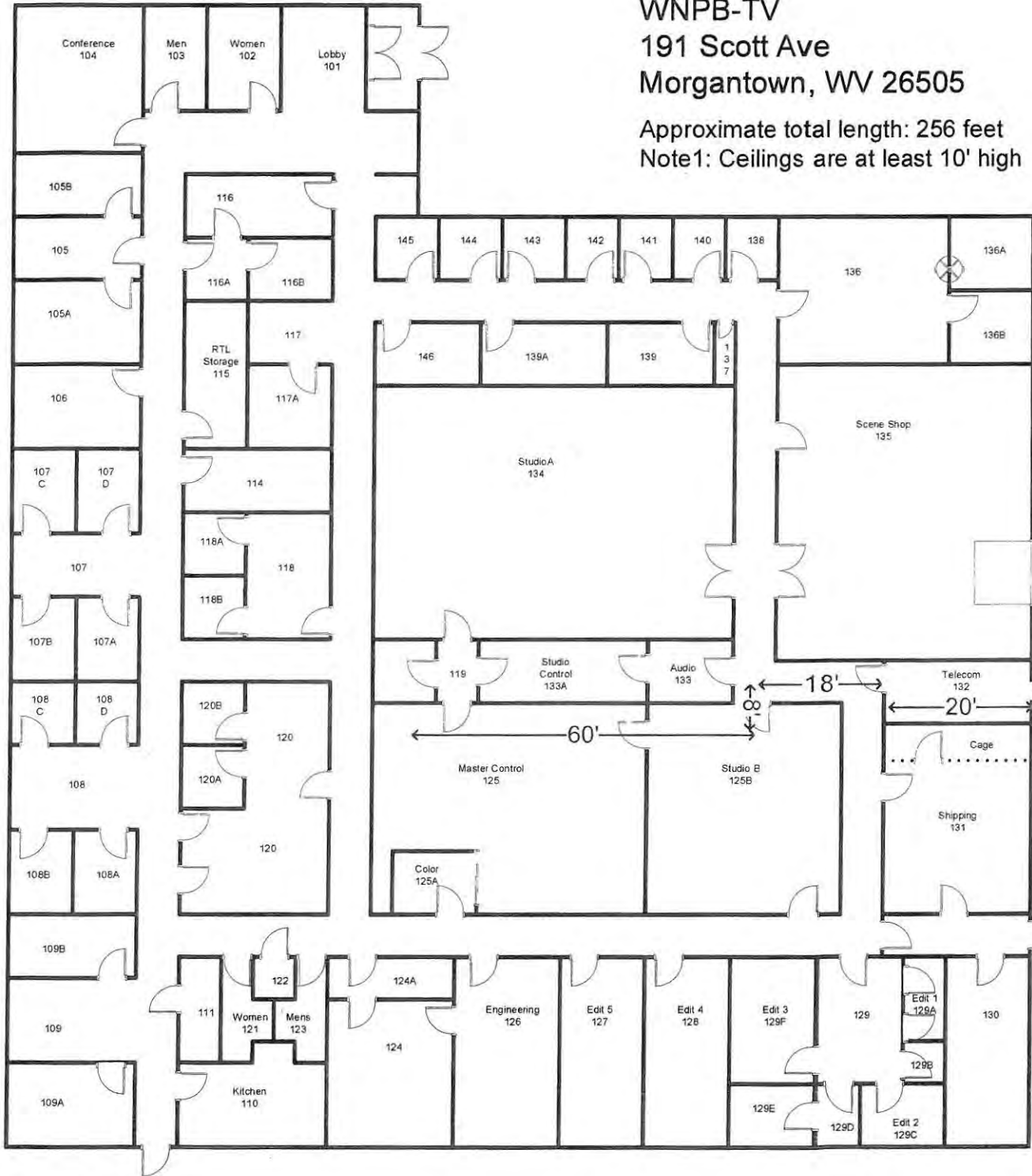
EBAr67893 WV EBA Site-to-Site and Internet Connectivity

Exhibit F, Morgantown Site Diagram

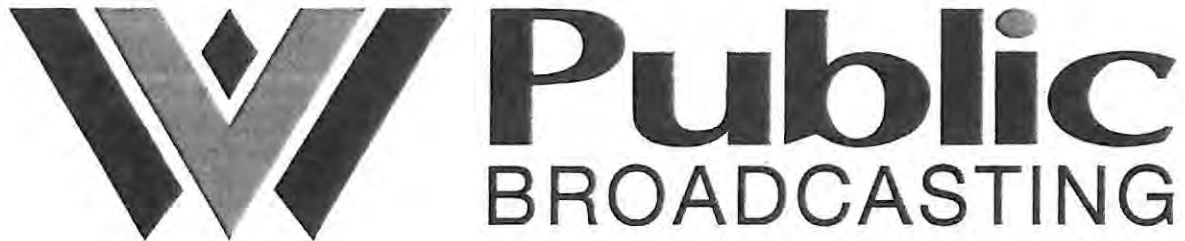
Existing Telecom Pole



**WNPB-TV**  
**191 Scott Ave**  
**Morgantown, WV 26505**  
Approximate total length: 256 feet  
Note1: Ceilings are at least 10' high



## Exhibit G, Proposed 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.

### \*Proposed Annual Package:

- Full sponsorship of The Legislature Today - \$10,000.04
- 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 \$79,205.04 over one year (or \$6,600.42 per month)

\*This is a proposed package of known available underwriting opportunities. Dollar levels are based on a standard rate sheet which is included as Exhibit H. Winning Vendor may work with Agency's Underwriting Department and build a custom package using this rate sheet to substitute available underwriting of equal value.



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

State of West Virginia  
Request for Quotation  
21 – Info Technology

Proc Folder: 610420

Doc Description: Addendum #1 SITE-TO-SITE INTERNET CONNECTIVITY

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-15	2019-08-16 13:30:00	CRFQ 0439 EBA2000000002	2

#### BID RECEIVING LOCATION

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

#### VENDOR

Vendor Name, Address and Telephone Number:

#### FOR INFORMATION CONTACT THE BUYER

Stephanie L. Gale  
(304) 558-8801  
stephanie.l.gale@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

Addendum #1 issued to:

1. Provide pre-bid sign in sheet.

End of Addendum #1

PLEASE READ INSTRUCTIONS TO VENDORS SUBMITTING BIDS FOR IMPORTANT MANDATORY PRE-BID INFORMATION

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INTERNET SERVICES	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112100			

Extended Description :  
INTERNET SERVICES

**SOLICITATION NUMBER: CRFQ EBA2000000002**  
**Addendum Number: 1**

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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:**

Addendum #1 issued to:

1. Provide pre-bid sign in sheet.

End of Addendum #1

**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.

**SIGN IN SHEET**

Page \_\_\_\_ of \_\_\_\_

Request for Proposal No. CRFR EBA 20\*2

PLEASE PRINT

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

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Frontier</u> Rep: <u>Vicki Hayes</u> Email Address: <u>Vicki.Hayes@Ftr.com</u>	<u>1500 MacCorkle Ave</u> <u>Charleston WV 25396</u>	PHONE <u>304344-6707</u> TOLL FREE FAX
Company: <u>Frontier</u> Rep: <u>KEVIN WALKER</u> Email Address: <u>andrew.walker@ftr.com</u>	<u>1500 MacCORKLE AVE, SE</u> <u>CHARLESTON, WV 25396</u>	PHONE <u>304-344-6435</u> TOLL FREE FAX
Company: <u>Lumos Networks DBA Segra</u> Rep: <u>Kevin Leedy</u> Email Address: <u>Kevin.Leady@segra.com</u>	<u>1200 Greenbrier St</u> <u>Charleston, WV 25311</u>	PHONE <u>304-320-3831</u> TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 610420

Doc Description: SITE-TO-SITE INTERNET CONNECTIVITY

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-26	2019-08-16 13:30:00	CRFQ 0439 EBA2000000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Segra  
 1200 Greenbrier Street  
 Charleston, WV 25401  
 Kevin Leedy  
 Phone: 304-817-0003 Fax: 304-720-2121

RECEIVED  
 2019 AUG 16 PM 12:56  
 WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

FEIN # 84-1452950

DATE 8/16/19

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



August 28, 2019

Guy L. Nisbet, Supervisor  
West Virginia Division of Purchasing  
2019 Washington St East  
Charleston, WV 25305

Re: CRFQ 0439 EBA2000000002  
Site-to-Site Internet Connectivity

Dear Mr. Nisbet:

With regard to CRFQ 0439 EBA2000000002, our bid was originally submitted as:

SEGRA  
1200 Greenbrier Street  
Charleston, WV 25311  
304.817.0003  
FEIN 84-1452950

However, we are actually registered with the West Virginia Secretary of State's office as:

Lumos Networks LLC dba Segra  
1200 Greenbrier Street  
Charleston, WV 25311  
FEIN: 84-1452950

We therefore respectfully request award of the above-referenced contract to Lumos Networks LLC in Charleston, WV.

We apologize for any resulting confusion and inconvenience. In the future, we will be sure to bid as Lumos Networks, LLC so that there will be no problems encountered in the future.

Sincerely yours,

A handwritten signature in black ink that reads "Steven Nam". The signature is written in a cursive style and is positioned above the printed name and title.

Associate General Counsel  
Lumos Networks LLC dba Segra

SH/s



REQUEST FOR QUOTATION  
EBAr67893 WV EBA Site-to-Site and Internet Connectivity

**Exhibit A**  
**Pricing Page**

Item#	Description	Monthly Unit Cost *	Qty	Annual Iter Extended Cost
1	Layer 2 Ethernet Circuits as described in section 5.1.1  "...twelve (12) Ethernet Access Circuits connected via twenty-seven (27) Vendor provided User Network Interfaces (UNI's)."	\$ 9,850.42	x 12 months	\$ 118,205.04
2	Internet Connectivity set as described in section 5.1.2	\$ 250.00	x 12 months	\$ 3,000
	<b>Total Bid Amount **</b>			\$
	Minus Underwriting Trade-out (minimum amount Vendor may contract is \$ 6,600.42)	\$ - 6,600.42	x 12 months	\$ - 79,205.04
	<b>Annual Bid Cash Cost ***</b>	\$3,500.00		\$ 42,000.00

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

\*\* Total Bid Amount = Annual Item Cost for Item 1 + Annual Item Cost for Item 2. This amount will be used to determine bid award.

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

Authorized Signature: \_\_\_\_\_

Kevin Leedy, Customer Account Manager

Date: 8/16/19