

PURCHASE ORDER		Office of Business Services P.O. Box 1539 Huntington, WV 25716-1539	PURCHASE ORDER MCTC120364
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Direct all inquiries regarding this order to: (304) 696.3742

TO: Vendor Code 273172683 Lumos Networks LLC 1200 Greenbrier Street Charleston, WV 25311 PHONE: 304/302.7885 FAX: 304/302.7895 FEIN/SSN: 550772956	Ship to: MCTC Headquarters 2205 Fifth Street Road Huntington, WV 25701	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO THEREOF AND AS SET FORTH HEREIN STATE PO 23281 WVFIMS Account# 4865-2012-0444-099-024
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P.O. DATE	FY	BUYER	SHIP VIA	F.O.B.	Terms	CONTRACT #
01/18/2012	2012	HJK	N-A	N-A	Net 30	MCTCHQIT12-364

	<u>CONTRACT ACCEPTANCE</u>		
	Issuance of contract in agreement with all terms, conditions, requirements and/or specifications as provided within the issued RFP MCTCHQIT12-364 for Point to Point Ethernet Circuit Service: SITE A – 3 Year Contract** MCTC Headquarters to WV Capital Complex, Bldg. 6 Term Period: January 18, 2012 – May 31, 2015 On behalf of the Institutional Board of Governors, MCTC hereby accepts the quotation of: Lumos Networks LLC. **Term includes period for fiberbuild/installation; contract payment commences upon activation of monthly service.		\$ 48,600.00
	<small>THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</small>		

Line #	FUND	ORGN	ACCOUNT	Encumber Amount			
1	176501	2100	70244	\$ 48,600.00			
2							
3							
						TOTAL	\$ 48,600.00

Mail Original Invoice and 1 Copy to: MCTC Accounts Payable P.O. Box 1539 Huntington, WV 25716-1539	 _____ Authorized Signature	1/19/2012 _____ Date
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Our Technology Comes with People

Mountwest Community & Technical College - RFQMCTCHQIT12-364 Response

- 1) RFQMCTCHQIT12-364 has been received. General Terms and Conditions, Instructions and specifications understood and accepted with the exception of item number 3 below.
- 2) Addendum #1 has been received.
- 3) **Page 4 of RFQ - Section II - C - Item # 4 (bullet 4) -**
From the award date of 1/17/2012, that only leaves 104 days to get permits, order equipment and get the installation completed. It usually takes 90 days for permits to be returned with no delays. Assuming no delays in permits or other unforeseen circumstances, we feel certain we can have the service up and operational between 5/15/12 and 5/25/12.

Mountwest Community & Technical College - RFQMCTCHQIT12-364

Pricing

Description	3 Year Term		5 Year Term	
	Monthly	One Time Charge	Monthly	One Time Charge
5th St to Drinko - 10 meg	NA	NA	NA	NA
5th St to Drinko - 100 meg	\$1,350.00	\$0.00	\$1,250.00	\$0.00
5th St to Drinko - 1 gigabit *	\$2,100.00	\$0.00	\$1,950.00	\$0.00
5th St to Bldg 6 - 10 meg	NA	NA	NA	NA
5th St to Bldg 6 - 100 meg	\$1,350.00 *	\$0.00	\$1,250.00	\$0.00
5th St to Bldg 6 - 1 gigabit *	\$2,100.00	\$0.00	\$1,950.00	\$0.00

* If MCTC chooses the 5 year term, 1 gigabit connection, the first 6 months will be priced at the 100 meg rate.



Our Technology Comes with People

Vendor:

Organization Name:

Mountwest Community and Technical College

GENERAL TERMS AND CONDITIONS

- 1) **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
- 2) **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3) **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
- 4) **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
- 5) **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
- 6) **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
- 7) **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
- 8) **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
- 9) **HOLD HARMLESS:** The institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
- 10) **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
- 11) **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 12) **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
- 13) **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 14) **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
- 15) **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
- 16) **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
- 17) **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
- 18) **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 19) **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
- 20) **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

Vendor:

Organization Name:

Mountwest Community and Technical College

I. General Information

Mountwest seeks pricing for a point to point Ethernet circuit that will achieve the following key goals:

- Provide for a secure transport for data packets over the connection with minimal packet loss: $\leq 0.1\%$
- Provide high quality response times with minimal latency: $\leq 10\text{ms}$
- Meet high availability standards (uptime): $\geq 99.5\%$
- Complete and self-supported with minimal maintenance.

This RFQ, any addenda issued, answers to questions or any additional information will be posted on the Business Services website http://www.mctc.edu/administration/business_services/current_bids. It is the vendor's responsibility to check this website for current information concerning this RFQ. Please acknowledge receipt of addenda in the quotation.

II. Required Specifications**A. Connection**

Provide Point to Point Ethernet Circuit Service from Mountwest CTC located at 2205 5th Street Road, Huntington, West Virginia, 25701 to one of two locations. Multiple connection sizing shall be quoted for the two identified locations listed below:

- **Site Location A** – Between Mountwest CTC and WV Capital Complex, Building 6 located at 1900 Kanawha Blvd E, Charleston WV 25305-0139*
- **Site Location B** – Between Mountwest CTC and Marshall University, John Deaver Drinko Library located at One John Marshall Drive, Huntington, WV 25755*

**The connection shall be terminated on each end with copper RJ-45 connector.*

B. Bandwidth

Quotations for each identified site location shall include pricing based upon each of the following connection bandwidths:

- 10 Megabit
- 100 Megabit
- Gigabit

C. Service

- Vendor shall proactively monitor the connection and provide notification when the connection goes down.
- Vendor shall also give advance warning (at least 48 hours) of any planned maintenance that would affect the connection.
- Vendor shall provide a 24x7x365 toll-free number to call for trouble with the connection.
- All work must be completed and service must be functional by May 1, 2012.

III. Schedule and Administrative Information

The following schedule is provided as a timeline for vendors to consider in preparing quotations:

Official RFQ Release	December 27, 2011
Deadline for Written Questions	January 3, 2012 – 5:00 pm EST
Written Responses to Questions Issued	January 5, 2012
Proposals Due	January 10, 2012 – Noon, 12:00 pm EST
Notification of Award	January 17, 2012

Vendor:

Organization Name:

Mountwest Community and Technical College

- With respect to information provided and answers to questions, only written information, interpretations and instructions issued by the Chief Procurement Officer will be considered official. Vendors shall not rely on oral interpretations, information and instructions.
- Only questions or requests for information received by the Chief Procurement Officer in writing will be considered official and receive a written response.
- Proposals will be evaluated by a committee of Mountwest staff and the MCTC's RFQ Consultant in accordance with higher education purchasing rules and regulations.
- Evaluations will be based on overall services, qualifications and costs. Award will not necessarily be made to the vendor submitting the lowest cost.
- By submitting a proposal in response to this RFQ, the vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth herein unless otherwise clearly noted and explained in writing. Any exception(s), additional terms and conditions a vendor wishes to offer for consideration must be clearly itemized and explained in a separate section of the proposal. Otherwise, the RFQ in total shall be incorporated into the contract by reference.
- The State's Agreement Addendum (WV-96) is attached to identify applicable State law and the guidelines which must be adhered to in any contract presented to the Institution for execution. A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal.
- The successful vendor must be a registered vendor with the Purchasing Division, West Virginia Department of Administration, and have a valid vendor number.
- Payment of fees and expenses, not to exceed the maximum in the agreement and purchase order, may be made monthly upon satisfactory completion of the services being invoiced. Mountwest will not make advance payments.
- The vendor's proposal shall be deemed to provide complete and total compensation to the vendor for the services requested in this RFQ. Should Mountwest request additional services, or should the vendor believe that additional services are required to complete the engagement, then the vendor shall: (a) notify Mountwest's Chief Procurement Officer; (b) identify in writing the proposed additional service and the requested compensation; and (c) secure the written approval of the Chief Procurement Officer before commencing the additional service. Failure to secure such approval in advance may result in forfeiture of any additional compensation that may otherwise be due. If the additional service and the additional compensation are approved by the Chief Procurement Officer, a change order to the contract will be issued authorizing the service. Payment for services cannot be made until a purchase order for the change is issued. If authorized according to this paragraph, additional services may be negotiated and paid on an hourly or stipulated fee basis.

Vendor:

Organization Name: Mountwest Community and Technical College

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Not applicable to construction contracts.)

West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1) **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2) **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3) **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4) **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5) **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6) **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: LUMOS NETWORKS Signed: [Signature]
 Date: 1/10/12 Title: ACCOUNT EXECUTIVE III

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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Vendor:

Organization Name: Mountwest Community and Technical College


APPENDICES (Incorporated and a binding part of the RFQ)

Vendor Registration Application (if applicable)..... Appendix A

Request for Tax Payer Identification Certification (required)..... Appendix B

WV Form WV96 – Agreement Addendum (required)..... Appendix C

Purchasing Affidavit (required)..... Appendix D

Request for Quotation		 Mountwest Community & Technical College Office of Business Services PO Box 1539 Huntington, WV 25716-1539		Quote # MCTCHQIT12-364 ADDENDUM 1	
Vendor:		For information call:			
Phone:		Buyer: Herbert J Karlet			
FEIN/SSN:		Phone: (304) 696-3742			
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the College. TO RECEIVE CONSIDERATION FOR AWARD, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND (1) COPY, SIGNED IN FULL IN INK, AND RECEIVED IN THE OFFICE OF BUSINESS SERVICES TO HAVE A DATE / TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. Prices will be based on units specified. Bidders will enter the delivery date or time for each item contained herein. The College reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the College may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN. <i>NOTE: In lieu of an original and (1) copy, fax bids may be sent to 304/522.3023.</i>					
DATE	DELIVERY IS REQUIRED NO LATER THAN	DEPARTMENT REQUISITION NO.	QUOTE OPENS:		BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
01/05/2012	05/01/2012		Tuesday, 01/10/2012 - 1:00 PM EST		
Item #	Quantity	Description	Unit Price	Extended Price	
		ADDENDUM #1 The purpose of addendum #1 is to provide a response to submitted questions for clarification and/or expansion of specifications within the RFQ. A summarization of the questions and corresponding responses has been incorporated into the proposal package marked as <u>Appendix E</u> . <i>Failure to confirm receipt of addenda may be cause for rejection of proposal. Confirm acknowledgement by submitting this page, signed, with the bid package.</i>			
Total					

To the Office of Business Services:

in compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days (unless a different period is inserted by the purchaser) from the bid opening date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder's guarantees shipment from _____ within _____ days

FOB _____ After receipt of order at address shown

Terms _____

Bidder's name Vendor) LUMOS NETWORKS
 Title ACCOUNT EXECUTIVE III
 Signed By Greg Florence
 Typed Name GREG FLORENCE
 Street Address 1201 GREENBRIER ST
 City/State/Zip CHARLESTON WV 25311
 Date: _____ Phone 304-414-0411
 Fein: _____

Vendor:

Organization Name: Mountwest Community and Technical College

ADDENDA ACKNOWLEDGEMENT

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

ADDENDA

No. 1	<i>Guy Florence - RECEIVED</i>
No. 2	
No. 3	
No. 4	
No. 5	

I understand that failure to confirm the receipt of the each Addendum is cause for rejection of bids.

Guy Florence

Signature

LUMOS NETWORKS

Company

1/10/12

Date

PURPOSE: To provide a response to submitted questions for clarification and/or expansion of specifications within the RFQ.

1. *What term, if any, should be considered for the fiber build?*

A “term” was not specified in the RFQ as the College realizes that each vendor may have a specific term that would need to be met to recoup the cost of their fiber build; and, that fiber build cost can be different from one vendor to another.

2. *How critical is the completion date of May 1, 2012?*

May 1st was selected to provide adequate time for unanticipated delays in order to keep the College’s on-premise IT equipment installation on schedule. Although aware of the extremely tight schedule, it is hoped that those responding will show dedication to prioritization of projects to help meet the established completion date for the project.

3. *Will the College consider using the existing state contract for such service?*

The College is interested in selecting the best solution for use; and, cost is a major component in that decision. Therefore, the existing state contract would not be ruled out.

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 provision 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 or any other party.
5. **PAYMENT** - Any references 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. **STATUTE OF LIMITATION** - 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 reference to automatic renewal is 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.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: Mountwest Community & Technical College
 Signed: [Signature]
 Title: Vice President / CFO
 Date: 01/19/12

VENDOR

Company Name: LUMOS NETWORKS
 Signed: [Signature]
 Title: ACCOUNT EXECUTIVE III
 Date: 1/10/12

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: LUMOS NETWORKS

Authorized Signature: [Signature] Date: 1/10/12

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 10th day of January, 2012

My Commission expires April 17, 2016, 2016

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 273172683

Business name:

Doing business

as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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Casey-Bradshaw, Angela D

From: Karlet, Herbert J
Sent: Tuesday, January 17, 2012 5:18 PM
To: Tomblin-Byrd, Terri L
Cc: Casey-Bradshaw, Angela D
Subject: RE: RFQ MCTCHQIT12-364 Recommendation

Approved
HJK

From: Tomblin-Byrd, Terri L
Sent: Tuesday, January 17, 2012 5:02 PM
To: Karlet, Herbert J
Cc: Casey-Bradshaw, Angela D
Subject: RFQ MCTCHQIT12-364 Recommendation

Herb,

I am making the final recommendation for your consideration:

“Award the bid to Lumos as a 3yr contract for 100 Megabit service connecting to Building 6 at the WV State Capital Complex”

This recommendation is supported by our RFQ Consultant Allen Daugherty, Deputy Director, WVNET.

Though the review committee recommended to “Award the bid to Lumos as a 3yr contract for 1 Gigabit service connecting to MU Drinko Library”, additional deliberation related to budget constraints, protective pathways and options to upgrade to 1 Gigabit service rather easily has led me to the final recommendation presented above.

Should you need additional details or clarification on any issues, please let me know.

Terri L. Tomblin-Byrd, MS
Chief Information Officer
Mountwest Community & Technical College
One John Marshall Drive
Huntington, WV 25755
tomblin@mctc.edu
304.696.6291

\$ 1,350.⁰⁰/month x 12 x 3

Total Contract \$48,600.⁰⁰

P23281

PO R/O

charges to commence upon activation

estimate start date 06/01/12 expiration

05/31/15

per. T. T Byrd