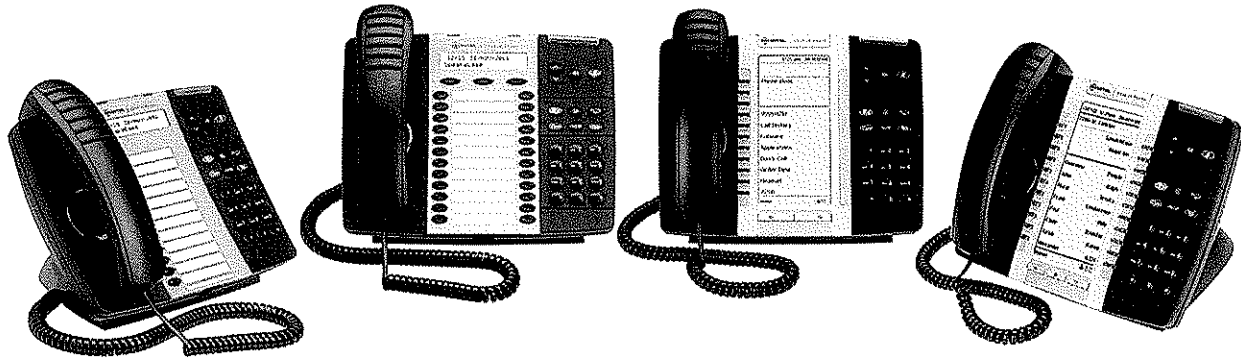


# frontier®



<b>Prepared by:</b>	<b>Frontier Communications of West Virginia</b>
<b>Prepared for:</b>	<b>RFQ WEH90129</b>
	<b>Welch Community Hospital</b>
	<b>454 McDowell St</b>
	<b>Welch, WV 24801</b>
<b>Date</b>	<b>June 2, 2009</b>
<b>Quote Reference:</b>	<b>35801-1243342473</b>

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

# Request for Quotation

RFQ NUMBER  
 WEH90129

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

PURCHASING

CTC of West Virginia d/b/a Frontier  
 Communications of West Virginia  
 1108 N Mildred St.  
 Ranson, WV 25438

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2009				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID BOND AND DRUG FREE WORKPLACE AFFIDAVIT REQUIRED WITH BID SUBMISSION MANDATORY PRE-BID MEETING 5/13/2009 AT 11:00 AM AT WELCH COMMUNITY HOSPITAL, 454 MCDOWELL STREET, WELCH WV 24801. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.						
0001	175	EA		725-57	\$208.88	\$36,554.70
DIGITAL TELEPHONES (2 LINE SPEAKERPHONE)						
PLEASE NOTE: THE RENEWALS ARE ONLY APPLICABLE TO THE MAINTENANCE OF THE SYSTEM. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

SIGNATURE: *Out CG* TELEPHONE: 304 728 2060 DATE: 6/2/2009  
 TITLE: Regional Sales Manager FEIN: 55-0276420  
 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
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VENDOR

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 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
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 24801  
 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/24/2009				

BID OPENING DATE: 06/02/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO FOUR (4) ONE (1) YEAR PERIODS.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 5/14/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:            ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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SUPPORT

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<p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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POSTERS

CTC of West Virginia d/b/a Frontier  
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<p>OPENING DATE .</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 ..... 4/27/2009 - Date Change</p> <p>NO. 2 ..... 5/20/2009 - Q&amp;A</p> <p>NO. 3 ..... ..</p> <p>NO. 4 ..... ..</p> <p>NO. 5 ..... ..</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS</p>						

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<p>VENDOR MUST CLEARLY 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.</p> <p>..... <i>Cliff CGL</i> ..... SIGNATURE</p> <p>CTC of West Virginia d/b/a Frontier Communications of West Virginia            ..... COMPANY</p> <p>..... 06/02/2009 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p>						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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A U T O R I Z E D

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S H I P T O

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BID OPENING DATE: 06/02/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS LICENSE NO.: Exempt - Local Exchange Company</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

### Request for Quotation

RFQ NUMBER: WEH90129

PAGE: 10

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ROBERTA WAGNER  
 304-558-0067

PROPERTY

CTC of West Virginia d/b/a Frontier  
 Communications of West Virginia  
 1108 N Mildred St.  
 Ranson, WV 25438

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2009				

BID OPENING DATE: 06/02/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	48	EA	725-57		\$50.45	\$2,421.60
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: ----- RW/FILE 22----- REQ. NO.: ----- WEH90129----- BID OPENING DATE: ----- 6/2/2009----- BID OPENING TIME: ----- 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-725-1510 or email - robert.holly@frontiercorp.com ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Bob Holly ----- 304-728-2896 (office)-----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

### Request for Quotation

HFO NUMBER  
 WEH90129

PAGE  
 11

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
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 454 MCDOWELL STREET  
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 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/24/2009				

BID OPENING DATE: 06/02/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	3	EA		725-57	\$2184.00	\$4,368.00
	LINE CARDS FOR PRI					
0004	1	EA		725-57	\$445.48	\$890.96
	DIGITAL TELEPHONE WITH BLF AND DIRECT STATION SELECT					
	FOR UP TO 32 PHONES.					
0005	1	EA		725-57	embedded in system	\$0.00
	AUTOMATED ATTENDANT WITH VOICE PROCESSING					
0006	1	EA		725-57	Included	\$0.00
	1ST. YEAR WARRANTY ON PARTS AND LABOR					
0007	1	EA		725-57	\$0.00	\$0.00
	DELIVERY					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

# Request for Quotation

RFQ NUMBER  
 WEH90129

PAGE  
 12

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

PROPERTY

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 Ranson, WV 25438

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2009				

BID OPENING DATE: 06/02/2009 BID OPENING TIME: 01:30 PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	1	EA		725-27	\$13,930.00	\$13,930.00
				INSTALLATION AND TROUBLESHOOTING OF WIRING		
0009	1	EA		725-27	Included with install	\$0.00
				IN-SERVICE TRAINING		
0010	1	EA		725-27	\$843.15/per month	\$10,117.80/annually
				YEAR 2 WARRANTY/MAINTENANCE AGREEMENT		
0011	1	EA		725-27	\$877.80/per month	\$10,533.60/annually
				YEAR 3 WARRANTY/MAINTENANCE AGREEMENT		
0012	1	EA		725-27	\$877.80/per month	\$10,533.60/annually
				YEAR 4 WARRANTY/MAINTENANCE AGREEMENT		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 WEH90129

PAGE  
 13

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

TO: CTC

CTC of West Virginia d/b/a Frontier  
 Communications of West Virginia  
 1108 N Mildred St.  
 Ranson, WV 25438

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
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04/24/2009				

BID OPENING DATE: 06/02/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0013	1	EA		725-57	\$877.80/per month	\$10,553.60/annually
YEAR 5 WARRANTY/MAINTENANCE AGREEMENT						
0014	1	EA		725-57	\$1,595.98	\$1,595.98
BATTERY BACKUP SOURCE (For Both Systems)						
0015				Base System (Hospital and Business Office)	\$43,893.20	\$43,893.20
AWARD WILL BE MADE ON THE OVERALL GRAND TOTAL OF ALL ITEMS REQUESTED.						
VENDOR WILL INVOICE HOSPITAL FOR EQUIPMENT, DELIVERY, INSTALLATION, AND IN-SERVICES, PAYMENT WILL BE MADE IN ARREARS.						
VENDOR WILL INVOICE HOSPITAL UPON RENEWAL FOR MAINTENANCE AGREEMENT QUARTERLY AND PAYMENT WILL BE MADE IN ARREARS.						
***** THIS IS THE END OF RFQ WEH90129 ***** TOTAL:						\$145,373.04**
** This price includes 24x7 maintenance for both systems. Option 2 - 8x5 maintenance for both systems - total price \$136,502.64 Option 3 - 24x7 maintenance for the Hospital and 8x5 for the Business Office - total price \$144,144.24.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE <i>Out C/G</i>	TELEPHONE 304-728-2060	DATE 06/02/2009
TITLE <i>Regional Sales Manager</i>	FEIN 55-0276420	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Welch Community Hospital  
WEH90129 Telephone System

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## GENERAL INFORMATION

### Project:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is releasing this Request for Quotations (RFQ) for a telephone system for Welch Community Hospital, located in Welch, West Virginia.

## PROCUREMENT SPECIFICATIONS

### General Requirements:

1. Vendor shall provide a telephone system for Welch Community Hospital. Vendor shall provide references of at least three (3) clients for which they have provided these similar products. REFER TO EXHIBIT "A"
2. A mandatory on-site pre-bid conference will be held on 5/13/2009, at 11:00 AM in the administrative conference room at Welch Community Hospital. Failure to attend the mandatory pre-bid conference will result in bid disqualification. One individual cannot represent more than one vendor.

## OPERATING ENVIRONMENT

### Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

### Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

### Specifications:

1. Vendors shall provide a cost quote for a telephone system that will include one hundred seventy-six (176) digital telephone sets for administrative staff; forty-eight (48) single-line sets for patient rooms; a voice processing system that will provide an Automated Attendant and voice mail boxes for all extensions; and, enough line cards for three (3) incoming PRI's that will be used for local service dial tone. The system shall be upgradeable, through the use of line and/or station cards, to a minimum of two hundred sixty (260) stations and four (4) PRI's.
2. One (1) of the digital telephones shall have the ability for Busy Lamp Field (BLF) and Direct Station Select (DSS) for up to thirty-two (32) other telephones on the system. The remaining one hundred forty-three (143) digital telephones shall have a minimum of ten (10) programmable buttons. All one hundred seventy-six (176) digital telephones shall



Welch Community Hospital  
WEH90129 Telephone System

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have speakerphone capability, message waiting indicators, minimum two (2) line by sixteen (16) character LCD, and hold, conference, transfer and redial buttons. The minimum number of programmable buttons shall be increased to accommodate any of these features that are not on fixed buttons. The forty-eight (48) patient room phones can be analog and shall have a message waiting light on them.

3. The voice processing system shall allow for a voice mail box on all two hundred twenty-four (224) stations. It shall be programmable to allow for incoming calls to be answered by an automated attendant and allow the caller to enter an extension or patient room number and automatically be transferred to that phone. The voice mail boxes and the auto attendant shall both be programmed to allow callers to hit "0" at any time and be transferred to a live operator. The voice processing system shall include a minimum of eight (8) ports and one hundred (100) hours of storage. It should be upgradeable to a minimum of sixteen (16) ports and one hundred sixty (160) hours of storage.
4. Because of the health care nature of the Hospital's business, vendors shall include in their proposals the cost of a battery backup system that would run the telephone system and voice processing system for a minimum of four (4) hours in the event of a power outage.
5. Vendors shall not submit bids in response to this RFQ unless they can commit to and demonstrate their ability to be on site within four (4) hours in response to a major outage. A major outage is defined as the main number not ringing in, no one being able to call out, or 10% or more of the stations being out of operation.
6. Vendors shall include a minimum of one year warranty on all parts and labor as part of their purchase price. Vendors shall also include post-warranty maintenance costs for a five (5) year life of the system.
7. Vendor shall bid a one time installation set up fee and training fee.
8. Vendor shall provide standard technical telephone support to solve operation or technical problems for the 5 year life of the system.
9. Vendor shall provide standard technical support response from support personnel within 2 (two) hours of service requested.
10. Vendor will provide and install server and any additional hardware and/or software required to make the telephone system operational.
11. Delivery shall be within thirty (30) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide instructional training on the equipment usage and features upon delivery.
12. Within five (5) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Administration Department at Welch Community Hospital for coordination of vendor's delivery, installation, and employee in-service training.
13. The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

Welch Community Hospital  
WEH90129 Telephone System

14. Evaluation and award will be made to the responsive and responsible vendor meeting specifications at the lowest grand total amount.
15. The vendor shall warrant to the facility all materials and equipment will be new and be of the current year production of manufacturer and manufactured for commercial usage, and that all work will be of good quality and free from faults. Vendor may use existing wiring, but the vendor will troubleshoot all existing wiring and ensure existing wiring functionality and replace as necessary.
16. The vendor shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for McDowell County pursuant to West Virginia code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:  
[Http://www.wvsos.com/adlaw/wagerates/building09.htm](http://www.wvsos.com/adlaw/wagerates/building09.htm)
17. Bid Quotation Sheet:

**Cost Sheet**  
**WEH90129**

Equipment Description		Quantity	Equipment Each	Total Equipment Cost
1	Digital telephones (2 line speakerphone)	175	\$208.88	\$36,554.70
2	Single line telephones	48	\$50.45	\$ 2,421.60
3	Line Cards for PRI -2 port cards	3	\$2,184.00	\$ 4,368.00
4	Digital telephone with BLF and Direct station select for up to 32 phones	1	\$ 890.96	\$ 890.96
5	Automated Attendant with voice processing (embedded in base sys)	1	\$43,893.20	\$43,893.20
6	1st Year Warranty On Parts and Labor	1	\$00.00	\$ 00.00
7	Delivery	1	\$00.00	\$ 00.00
8	Installation and troubleshooting of wiring	1	\$13,930.00	\$13,930.00
9	In-service Training	1	\$00.00	\$ 00.00
10	Year 2 Warranty/Maintenance Agreement (24x7)	1	\$10,117.80	\$10,117.80
11	Year 3 Warranty/Maintenance Agreement (24x7)	1	\$10,533.60	\$10,533.60
12	Year 4 Warranty/Maintenance Agreement (24x7)	1	\$10,533.60	\$10,533.60
13	Year 5 Warranty/Maintenance Agreement (24x7)	1	\$10,533.60	\$10,533.60
14	Battery Backup Source	1	\$1,595.98	\$ 1,595.98
<b>Grand Total</b>				<b>\$145,373.04</b>

\*\*Base System for the Hospital and Business Office including voicemail/auto attendant

Evaluation and award will be made to the responsive and responsible vendor meeting specifications at the lowest grand total amount.

Vendor will invoice hospital for equipment, delivery, installation, and in-service, payment will be made in arrears.

Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be

Welch Community Hospital  
WEH90129 Telephone System

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made in arrears.

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Vendor Signature	Vendor Name	Date
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RFQ No. WEH90129STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

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.

Vendor's Name: CTC of West Virginia d/b/a Frontier  
Authorized Signature: [Signature] Date: 04/02/2009



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF McDowell, TO-WIT:

I, JAMES KADE, after being first duly sworn, depose and state as follows:

- 1. I am an employee of FRONTIER COMMUNICATIONS; and,  
(Company Name)
- 2. I do hereby attest that FRONTIER COMMUNICATIONS  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

FRONTIER COMMUNICATIONS  
(Company Name)

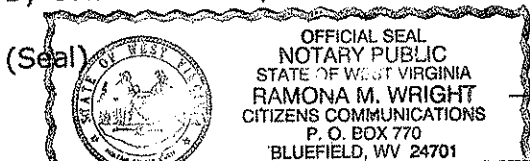
By: JAMES KADE

Title: EMPLOYEE RELATIONS MGR

Date: 5-20-09

Taken, subscribed and sworn to before me this 20<sup>th</sup> day of MAY, 2009

By Commission expires February 11, 2010



Ramona M. Wright  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

May 20, 2009

To Whom it May Concern:

The substance abuse policy information, which follows, was taken from Frontier's HR Policy Manual on May 20, 2009. In regard to substance abuse issues, Frontier's Policy Manual states:

### **Substance Abuse Policy**

**1. Introduction.** This Policy describes the Company's expectations of its employees regarding the use of illegal drugs and alcohol. It encourages employees to obtain assistance in resolving problems associated with illegal drug use and alcohol misuse.

**2. Coverage.** All job applicants to and employees of the Company must comply with this Policy as a condition of employment and continued employment with the Company.

Employees in positions covered by Department of Transportation regulations, including Federal Highway Administration (FHWA), and/or in safety-sensitive positions as defined by the Research and Special Programs Administration (RSPA) are subject to specific substance abuse requirements under federal law. Citizens provides separate written notice of those requirements directly to covered employees.

### **3. Guidelines**

**a.** The use, sale, manufacture, transfer or possession of illegal drugs or drug paraphernalia or of alcohol or alcoholic beverages during working hours, while on duty, on Company premises, or in Company vehicles is prohibited.

**b.** Employees are prohibited from working for the Company, being on duty, or being present on Company premises or in Company vehicles with any detectable level of any illegal drug in their body.

**c.** Employees are prohibited from working for the Company, being on duty, or being present on Company premises or in Company vehicles while intoxicated or otherwise having an inappropriately high alcohol concentration level in the blood (having an alcohol concentration of 0.02 or greater).

#### **Affirmative Duties:**

**d.** A job applicant or employee must disclose his or her illegal drug use or alcohol misuse to the supervisor or a management official if such use violates this Policy.

**e.** An employee charged with or convicted of any criminal drug statute for a violation occurring in the workplace or during working hours must report the charge or conviction to his or her immediate supervisor within two business days.

**4. Voluntary Treatment and Reimbursement.** The Company encourages employees to request assistance in resolving problems associated with illegal drug use and alcohol misuse. The Company's medical plans provide coverage for treatment.

Employees may be offered a one-time opportunity to obtain assistance and/or treatment for a substance abuse problem without disciplinary consequences if: (1) they voluntarily request assistance for their substance abuse problem before being required to submit to Company-mandated drug or alcohol testing; and (2) their conduct does not otherwise violate this Policy or any other Company policy or guideline. The Company, together with the employee, will determine the appropriate assistance and/or treatment for an employee's substance abuse problem and the conditions for maintaining employment with the Company.

**5. Substance Abuse Testing**

**a. Pre-employment Testing.** All job applicants to whom a job offer is extended (including rehires and recalls who have been on layoff for over one month) are required to undergo pre-employment drug testing.

**b. Suspicion Testing.** The Company will require an employee to submit to drug and/or alcohol testing if the Company has reason to believe that the employee has violated the Company's substance abuse Policy.

**c. Return-to-Duty Testing.** After receiving a positive drug or alcohol test result, an employee allowed to return to work in any capacity must first successfully complete treatment as recommended by the Company and then test negative.

**d. Follow-up Testing.** An employee returning to work after receiving a positive drug or alcohol test must undergo follow-up drug or alcohol testing.

**6. Discipline.** Violation of any provision of this Policy, including failure to comply with any provision or procedure relative thereto, will subject the employee to disciplinary action, which may include termination. Any applicant for a position with the Company who fails to comply with the terms of this Policy or who tests positive in accordance with the procedures of this Policy will be ineligible for employment.

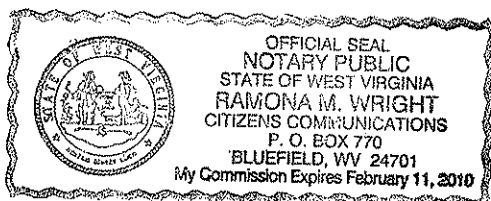
*Jim Kade*

5/20/09

Jim Kade

Date

Frontier Employee Relations Manager



*Ramona M. Wright*  
*My Commission Expires*  
*February 11, 2010*

Agency \_\_\_\_\_  
REQ.P.O# WEH90129

**BID BOND**

Citizens Telecommunications of West Virginia  
d/b/a Frontier of West Virginia

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of 1108 N Midland Street, Ranson, WV 25438, as Principal, and Westchester Fire Insurance Company  
of 33 Arch Street, Boston, MA 02110, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
New York with its principal office in the City of Philadelphia, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (\$ 5% of amount bid) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Telephone System for Welch Community Hospital, located in Welch, West Virginia

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
22nd day of May, 2009.

Principal Corporate Seal

Citizens Telecommunications of West Virginia  
d/b/a Frontier of West Virginia  
\_\_\_\_\_  
(Name of Principal)

By [Signature]  
\_\_\_\_\_  
(Must be President or  
Vice President)  
VP  
\_\_\_\_\_  
(Title)

Surety Corporate Seal

Westchester Fire Insurance Company  
\_\_\_\_\_  
(Name of Surety)

[Signature]  
\_\_\_\_\_  
Attorney-in-Fact  
Natalie Reingold

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

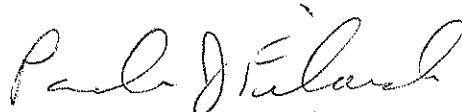


## **SURETY ACKNOWLEDGMENT**

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On May 22, 2009 before me personally came **NATALIE REINGOLD** to me known who being by me duly sworn did depose and say that he/she resides in *NORWALK, CONNECTICUT*, that he/she is Attorney-in-Fact of **WESTCHESTER FIRE INSURANCE COMPANY**, the corporation described in, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the said company has received from the Superintendent of Insurance of the State of Connecticut, and that such certificate has not been revoked.



**PAMELA J. FILARDI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2013

**Power of Attorney**

WESTCHESTER FIRE INSURANCE COMPANY



1274518

106166

**Know all men by these presents:** That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 3, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint NATALIE REINGOLD, ELY PSIJAS and CHRISTOPHER J. MCCARTY all of the City of Norwalk, State of Connecticut, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten Million Dollars (\$10,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12th day of September 2008.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 12th day of September, A.D. 2008, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2010

*Karen E. Brandt*

Notary Public

I, the undersigned Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 22nd day of May 2009



*William L. Kelly*

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 12, 2010

FORM NO. 8800S

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2008

ADMITTED ASSETS

BONDS	\$	1,937,961,302
SHORT - TERM INVESTMENTS		25,152,122
STOCKS		119,791,289
REAL ESTATE		-
CASH ON HAND AND IN BANK		124,390,944
PREMIUM IN COURSE OF COLLECTION*		85,054,200
INTEREST ACCRUED		18,288,962
OTHER ASSETS		232,251,068
TOTAL ASSETS		<u>\$2,542,889,887</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$	287,073,174
RESERVE FOR LOSSES		736,344,728
RESERVE FOR TAXES		6,120,207
FUNDS HELD UNDER REINSURANCE TREATIES		-
OTHER LIABILITIES		772,244,096
TOTAL LIABILITIES		<u>1,801,782,205</u>

CAPITAL: SPECIAL SURPLUS	89,536,923
CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE	4,503,671
CAPITAL: PAID IN	185,200,474
SURPLUS (UNASSIGNED)	480,293,890
SURPLUS TO POLICYHOLDERS	<u>759,534,958</u>
TOTAL	<u>\$2,561,317,163</u>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2008

Sworn before me this April 3, 2009

John P. Taylor  
Vice President

Irene T. Verratti  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Irene T. Verratti, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Nov. 15, 2011  
Member, Pennsylvania Association of Notaries

My commission expires \_\_\_\_\_





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

# Request for Quotation

RFQ NUMBER  
 WEH90129

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

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CTC of West Virginia d/b/a Frontier  
 Communications of West Virginia  
 1108 N Mildred St.  
 Ranson, WV 25438

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HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2009				

BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. TO MOVE THE BID OPENING DATE FROM JUNE 2, 2009 TO JUNE 3, 2009. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90129 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 ..... I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

### Request for Quotation

RFQ NUMBER
WEH90129

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

ROBERTA WAGNER

CTC of West Virginia d/b/a Frontier  
 Communications of West Virginia  
 1108 N Mildred St.  
 Ranson, WV 25438

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2009				

BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p style="text-align: center;"> <i>[Signature]</i>            .....            SIGNATURE            CTC of West Virginia d/b/a Frontier Communications            .....            COMPANY of West Virginia            .....  <i>06/02/2009</i>            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
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# Request for Quotation

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WEH90129

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ROBERTA WAGNER 304-558-0067

**VENDOR**  
 CTC of West Virginia d/b/a Frontier  
 Communications of West Virginia  
 1108 N Mildred St.  
 Ranson, WV 25438

**HOSPITAL**  
 HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/20/2009				
BID OPENING DATE: 06/03/2009		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10  REQUISITION NO.: WEH90129  ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO.'S: NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
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**Request for  
 Quotation**

RFQ NUMBER  
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SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED 05/20/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p style="text-align: center;">             .....            SIGNATURE            CTC of West Virginia d/b/a Frontier Communications of            .....            COMPANY West Virginia            .....            06/02/2009            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## **EXHIBIT A**

### **Reference**

#### **Mohave Mental Health Clinic**

Substance Abuse Services

3505 Western Avenue

Kingman AZ 86401

3505 Western Avenue

Kingman AZ 86401

(928) 757-8111

#### **Mercer County Courthouse**

Vicky Reed

1501 W Main St

Princeton, WV 24740

(304) 487-8301

#### **GlenWood Park Retirement Village**

Angel Clemons

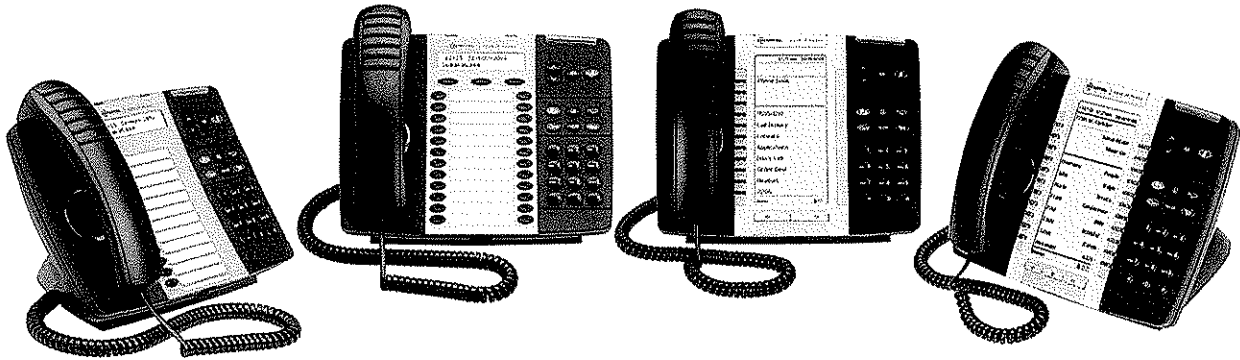
1924 Glenwood Park Road

Princeton, WV 24740-7969

(304) 425-8128



# frontier®



Prepared by: Frontier Communications of West Virginia

Prepared for: Welch Community Hospital RFQ WEH90129  
454 McDowell St  
Welch, WV 24801

Date: May 28, 2009

Quote Reference: 35801-1243342473

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## Business Office Location

### SX-200 Overview

The Mitel SX-200 IP Communications Platform (ICP) is a feature-rich, voice over IP communications system that provides "Large Company" communications features and applications to small and medium sized businesses. It provides the opportunities to enhance customer service, increase employee productivity and reduce capital expenditures and operating costs.

### Hardware Platforms

#### Hardware Platform Overview

The Mitel SX-200 Integrated Communications Platform (ICP) provides the reliability and comprehensive features of a PBX, the ease of use and cost effectiveness of a key system, and the productivity-enhancing applications and networking efficiency of IP. It is the system you need now with flexibility to add functionality as your requirements change.

The Mitel SX-200 ICP provides an extensive Key or PBX System feature set and many applications:

- Seamless IP Networking across multiple sites on private networks or over the Internet
- Support for industry standard networking protocols such as Q.SIG
- Teleworking and Softphone with Presence and availability
- 500+ telephony features
- Embedded Standard Unified Messaging, Personal Contacts and Message Notification
- Auto-attendant, ACD, and WiFi
- Support for the broadest range of IP desktop devices within the industry today
- Web-based interface that allows for easy system programming
- Hot Swap, allowing users to change any extension to their own
- 802.3af compliance for power over Ethernet
- Embedded Layer 2 16 Port Power over Ethernet 802.3af Switch (SX-200 CXi Only)

Controllers	SX-200 ICP CX/CXi	SX-200 ICP MX
Maximum desktop stations	150	672
Maximum IP phones	100	248
Maximum TDM devices	104	192 (6 ASU IIs) or 672 (via peripheral cabinets)
Maximum embedded digital trunk modules	1	4



Maximum T1 modules	1 x single T1 module	2 x dual link T1 module
Maximum ACD agents	50 IP	100 IP + TDM
Maximum consoles	N/A	11 SuperConsole 1000
Maximum Dual or Quad DSP modules	1 DSP module	2 DSP modules
Maximum echo cancellation channels	12 default / 42 maximum with optional DSP module	64 maximum
Maximum G.729a compression channels (Every 8 channels requires a DSP)	16	24
Maximum Network Service Units (NSUs)	N/A	4
Maximum Quad Copper Interface Modules (CIMs)	1	2
Maximum Analog Service Unit IIs (ASUIIs)	3	6
Maximum number of Peripheral (Digital) Bays	N/A	7
Maximum number of Dual Fiber Interface Modules (FIMs)	N/A	2

## Phones and Communication Appliances

### Digital Telephones

Mitel 4000 series Superset™ digital telephones and Mitel Superconsole attendant consoles are feature-rich and user friendly. Their intuitive user interfaces and ergonomic design allow users to access sophisticated system features with ease and allow Mitel SX-2000 LIGHT customers to derive maximum benefit from their investment.

### Handsfree Operation

Superior quality built-in speakers and microphones and built-in volume control mean you can work the phones while doing your work.

### Advanced Display

For more professional, more effective and efficient call handling, Superset 4000 series telephones display date, time, incoming caller ID, length of call and softkey prompts.

### Dedicated Headset Jack

A favorite feature in the call center, at the reception desk, and among communications-intensive workers who need to work with their hands while on a call, the Superset 4000 series comes with a dedicated headset jack with integrated volume control.



## SuperSet 4015 Digital Desktop Telephone

For any user within the enterprise that requires information about calls they handle combined with access to more advanced PBX telephone system features. Ideal for technical support staff, office workers, sales, and customer service departments.



- 20-character digital display screen for displaying caller ID, call status and programming options
- On-hook dial
- Dedicated headset jack
- SuperKey programming for easy access to PBX telephone system features
- Seven (7) programmable keys with LED indicators
- Limited Automatic Call Distribution (ACD) functionality
- Speed calling
- Placing calls on hold
- Transferring calls
- Setting up conference calls
- Voice mail access – large message waiting lamp

## SuperSet 4025 Digital Desktop Telephone



The SUPERSET 4025 connects to a DNI card in the Peripheral unit. It is a multiline, digital telephone with:

- 20-character alpha-numeric liquid crystal display (LCD) with contrast control
- Three softkeys for feature access
- 14 line keys, each with a built-in line status indicator
- Eight fixed-function keys: SuperKey, Cancel, Hold, Redial, Transfer/Conference, Message, Microphone, and Speaker
- Automatic selection of prime line
- Key selection of non-prime line
- Handsfree operation (half-duplex)
- Handset, speaker, and ringer volume controls
- Ringer pitch control
- Message Waiting lamp

The SUPERSET 4025 supports PKM Interface Modules for connection to additional devices.

If the programmable keys on a Superset 4025 telephone aren't enough, adding 12, 48 or 96 more is easy with the Mitel Superset Programmable Key Module (PKM) 12 or 48.

Also, the optional Analog Interface Module provides analog interface functionality that allows the simultaneous connection and use of one or more analog devices, such as a fax machine or modem, on a single DNIC port.

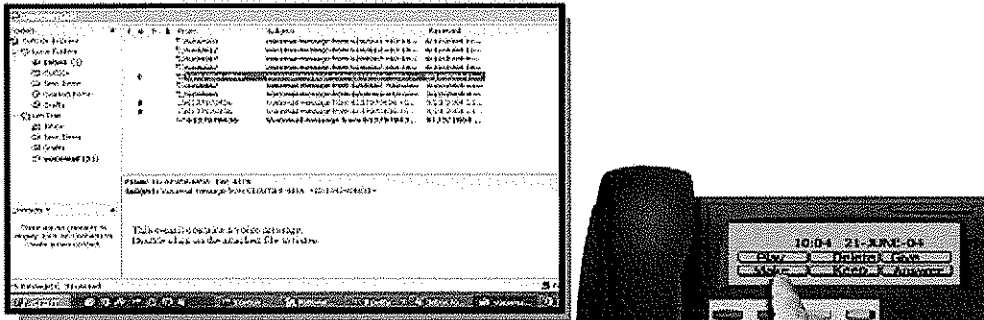
## Embedded Voicemail

An Embedded Voice Mail system within the Mitel Networks SX-200 ICP is cost-effective and easy to manage, offering customers a messaging solution today with an intelligent migration path to IP telephony. Users can conveniently manage their voice messages with intuitive telephone prompts and complete



integration with Softkeys on Mitel Networks telephones. Along with many superbly designed features, the system includes a multi-level auto-attendant to conveniently route incoming calls, providing callers with better self-service access to the person or department they are calling. Recorded Announcement Devices can automatically answer incoming calls and deliver pre-recorded messages, while easing the burden on reception staff. This embedded voice mail system can forward messages to e-mail addresses or pagers, allowing users to be notified of a call anywhere and anytime.

With the SX-200 ICP Embedded Voice Mail system, up to 24 ports (MX controller) are available for voice mail calls with support for a maximum of 750 mailboxes and five hours of storage time with an internal compact flash (256Mb). The storage time can be increased to a maximum of 450 hours using a 512 Mb internal compact flash or a hard drive replacing the internal flash.



## Electrical Requirements

The following electrical requirements must be adhered to for proper operation:

	SX-200 ICP - CX/CXI	SX-200 ICP - MX
Input / disconnect	IEC 320 - C14 Class 1 AC Receptacle	
AC Input Power:	100-120/200-240 V AC, auto selectable	
Maximum input power	300 W	100 W

## System Power

Power wiring to the system must conform to the requirements of the local electrical code. The system power is supplied from a commercial AC power supply. Each unit is powered individually.

The system power must meet the following requirements:

- The units may share a branch circuit that is dedicated to one system only; the circuit must not be shared with any other equipment.
- Each receptacle of the branch circuit should have a rating of 120 V, 60 Hz, 15 A (or 230 V, 50 Hz, 8 A for 230 V systems)
- If the total power requirements of the entire system exceed the rating of one branch circuit, individual dedicated branch circuits may be installed for each unit.



- Each unit must have one three-wire power receptacle with the ground wire connected to the ground of the electrical system. Do not attempt to defeat the grounding conductor. A switch must not control the receptacle.
- The location of the power receptacle must be accessible so that the system can be unplugged during maintenance; however, you must ensure that the power cord does not present a hazard to users or pedestrians and that it is protected from accidental removal.

Note: To prevent accidental removal, attach a warning tag to the plug end of the cord.

## Environmental Requirements

Place the Mitel SX-200 ICP controller in a dry, clean, well-ventilated, well-lit and easily accessible area. Do not locate the system near sprinkler systems, sweating pipes, steam pipes, steam vents, corrosive fumes, exhaust from machinery, electronic equipment that generates strong radio frequency fields (such as a radio or television), equipment that generates strong magnetic fields that can corrupt hard or floppy disk data, or reproducing machines.

Specifically, the approved environment is a permanently temperature controlled enclosed location. Humidity is usually not controlled.

Heating, cooling, forced ventilation (and possibly humidification or de-humidification) are used as necessary to maintain the required conditions, especially where there is a significant difference between the room environment and the external ambient. The climate-controlling systems could be periodically switched on or off but extremely high or low temperatures are prevented.

The conditions of this class may be found in:

normal living or working areas, e.g. living rooms, rooms for general use (theatres, restaurants); offices; shops; workshops for electronic assemblies and other electro technical products; telecommunication centers; storage rooms for valuable and sensitive products.

## Feature Capacity

The SX-200 ICP systems offer a wide range of features through software packages. These features have maximum capacities that are listed in the following table:

Feature	SX-200 (CX/CXi)	ICP	SX-200 (MX)	ICP
Maximum number of simultaneous calls	90		248	
Maximum number of Call Park keys	24			
Maximum number of Mailbox keys	748			
Max number of speech paths or channels used by any call	2			
Maximum number of simultaneous consultations	5			
Maximum number of System Park Orbits	25			
Maximum number of Specific Park Orbits	25			



Feature	SX-200 (CX/CXi)	ICP	SX-200 (MX)	ICP
Maximum number of Embedded VoiceMail Ports	16		24	
Maximum number of Embedded VoiceMail Mail Boxes	748			
Maximum number of simultaneous add-on (3-way) calls	DSP configuration dependent			
Maximum number of simultaneous station-controlled conference calls	DSP configuration dependent			
Maximum number of parties in conference at one time	5			
Maximum number of calls that can simultaneously be camped on to a station, trunk group, or hunt group	247			
Maximum number of simultaneous callbacks that can be enabled	100			
Maximum number of simultaneous "Dial 0" calls	48			
Maximum number of ONS telephones ringing simultaneously per bay	8		32	
Maximum number of messages queued in the system	750			
Maximum number of hunt groups	99			
Maximum number of ring groups	25			
Maximum number of hunt groups in ACD	99			
Maximum number of ACD agents that may be defined	50		999	
Maximum number of active agents in ACD per bay	25			
Maximum number of calls that can be simultaneously connected to Music-on-Hold	unlimited			
Maximum number of stations in a station hunt group	50			
Maximum number of stations in a call pickup group	50			
Maximum number of dial call pickup groups	50			
Maximum number of trunks assignable to night stations	36		200	
Maximum number of trunks in a trunk group	50			
Maximum number of trunk groups	50			
Maximum number of calls that can override a given extension	1			
Maximum number of attendant consoles	Not supported		11	



Feature	SX-200 (CX/CXI)	ICP	SX-200 (MX)	ICP
Maximum number of attendant consoles on a Digital Line Card	Not supported		4	
Maximum number of calls that can be simultaneously held by one attendant	Not supported		8	
Maximum number of incoming calls that can be separately identified at the attendant console	Not supported		8	
Maximum number of LDNs that can be identified at the attendant console	Not supported		9	
Maximum number of LDNs	Not supported		100	
Maximum Number of Night Bells	25			
Maximum number of calls waiting that can be displayed at console	Not supported		99	
Maximum number of calls that can be waiting at console	Not supported		200	
Maximum number of abbreviated dial numbers	1000			
Maximum number Superset Speed Dial numbers	2212			
Maximum number of trunk buffers for SMDR	200			
Maximum number of DATA SMDR buffers	Not supported		128	
Maximum number of stations of Superset 4001, Superset 4015, Superset 4025, Superset 4125, Superset 4150, Superset 401+, Superset 410, Superset 420, Superset 430, Superset 3DN and 4DN telephones, DSS /BLF Interface Units, and ONS ports.	Not supported		650	
Maximum number of user devices (all sets, stations, trunks, consoles, stand alone datasets, and DMP units)	768		768	
Maximum number of IP devices and other resources per system				
- IP trunks	16		30	
- IP phones	100		248	
Compression channels	16		24	
Maximum number of music sources	9		25	
Maximum number of Door relays	4		3	
Maximum number of ASU	0		8	
Maximum number of ASU II	3		8	



Feature	SX-200 (CX/CXi)	ICP	SX-200 (MX)	ICP
Maximum number of lines: SX-200 Peripheral cabinet	Not supported		96	
Maximum number of TDM bays	Not supported		7	
Maximum number of ISDN bays	0		4	
Maximum number of T1 links, including T1 D4 links, PRI links, and NSU links	1 T1		8	
Maximum Number of T1 links per system	1		8	
Maximum Number of Page Groups	50			
Maximum Number of Paging Zones	9			
Maximum Number of Stations in a Page Group	32		64	
Maximum Number of Sub-attendants	Not supported		25	
Maximum Number of LDN Appearances	Not supported		16	
Maximum Number of Line Appearances	64			

The following table lists the maximum values for each feature or resource in each type of controller. (A system cannot be configured to support all maximum values at the same time.)

Feature/ Resource	CX/CXi	MX
IP users	100	192
TDM users (see note 1)	100	576
ACD agents	50 IP	100 (IP + TDM)
Echo channels/IP gateway (E2T)	12 (default) 42 (maximum)	64 (default and maximum)
Conference channels (see note 2)	30	63
Voice Mail ports (see note 3)	16	24
Record-a-Call (see note 4)	8	12
Compression channels (see note 5)	16	24
CIM ports (including Quad CIM)	3	10
ASU/ASU II supported (see note 6)	3 external	6 external
LS trunks (in ASU)	36	36

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IP trunks	16	30
MMC modules (installed slots)	Dual or Quad DSP (3) T1/E1 Combo (1, 2) Quad CIM (1, 2)	Dual or Quad DSP (2, 3) Dual T1 (1, 2) Dual FIM (1, 2) Quad CIM (1, 2)
Digital links (T1) (see note 7)	2	8
Peripheral cabinets	0	7
NSU cabinets	0	4
DTMF generators	as required	As required

Together, both IP and TDM devices can make up the overall system capacity, and individually, the limits are as shown. The system capacity is not the sum of the maximum IP and TDM users, simultaneously. The CX can support a combined total of 180 users. For the MX, at the maximum number of IP users, the number of TDM users is limited to 384. At the maximum number of TDM users, the number of IP users is limited to 96, and traffic capacity is also reduced. Verify any installations that go beyond the nominal configuration with Customer Engineering Services (or by using the System Engineering Tool). On the MX, TDM supports DNIC and ONS devices. On the CX, TDM supports ONS devices only. Conference channels are a fixed allocation at system start-up, based on the available DSP resources in a given configuration, and may be well below the maximum shown. They can be used in any combination of 3-party to 5-party conferences up to the maximum number of available channels. The Voice Mail capacity on a base unit is lower, but may be expanded to the maximum shown. As with conferences, VM ports are assigned at start-up, based on the available DSP resources. Every Record-A-Call session uses a conference resource and a Voice Mail session. Compression is not a standard offering on base systems. Additional DSP resources are needed to achieve the values shown. For CX controllers, the practical limit under most conditions is 8 compression channels, although up to 16 can be configured. For MX controllers, it is as shown. The Analog Main Board and Option Board together may be considered to be an internal ASU. External ASU cabinets (24 port ONS) or ASU II cabinets (with both ONS and ONS/LS cards) may be connected to the embedded CIM ports and Quad CIM module(s). Digital trunks may be embedded T1/E1 modules, PRI cards or T1/E1 modules in digital bays, or external NSUs. It is not possible to install the maximum number of ASU, NSU and peripheral bays at the same time because they all use a limited number of FIM/CIM links. The maximum number of external connections is 10.

## Physical Characteristics

	SX-200 ICP MX Controller	SX-200 ICP CX/CXi Controller
Height	2.7 in. (7 cm)	3.5 in. (8.9 cm) (2 U)
Width	17.3 in. (44 cm) (19" rack-mountable)	17.75 in. (45.1 cm) (19" rack mountable)
Depth	19.6 in. (50 cm)	16.5 in. (41.9 cm)
Weight	14 lb (6.39 kg)	19.8 lb (8.98 kg)



Network Services Unit	
Height	1.75 in. (4.454 cm)
Width	17.75 in. 45.1 cm (19" rack-mountable)
Depth	15.5 in. (39.4 cm)
Weight	8.41 lb (4.27 kg)

## Regulatory Compliance

The SX-200 ICP system meets the following regulatory requirements:

EMC-United States:	FCCpart15subpartB-Class"A"
EMC-Canada:	ICICES-003-Class"A"
Safety-United States:	ANSI/UL1459
Safety-Canada:	CAN/CSA-C22No.225
Network-United States	FCC47CFRpart68
Network-Canada	ICCS-03

The FCC Registration Numbers for the SX-200ICP equipment are BN2KF10BKTS and BN2MF10BKTS. The Industry Canada compliance registration number for the SX-200 ICP is 173A-KTSICPA.

## System Reliability

An Enterprise voice solution demands stringent reliability and availability standards. Mitel SX-200 ICP provides 99.999% reliability. The SX-200 ICP is built around a secure, real-time Unix-like operating system that is not vulnerable to MS Windows OS virus attacks. This is important because, although Enterprises might be able to carry on business when E-mail servers are temporarily put out of service by virus attacks, voice communications require 'five nines' (99.999%) reliability.

The standard used by Mitel, to calculate Mean Time between Failure (MTBF) is the Bellcore Standard TR-NTW-000332 "Reliability Prediction Procedure for Electronic Equipment".

### Quality of Service/Reliability/Security

An IP Telephony system is not based entirely on IP networking infrastructure. Just like a circuit-switched PBX system, an IP Telephony system must still provide connectivity to the public switched telephone network (PSTN) for external communications. This requires IP Telephony systems to protect against all the same security threats as their circuit-switched predecessors, while at the same time protecting against the additional security threats posed in the IP world. An IP Telephony system must be designed to meet stringent quality-of-service requirements and a level of reliability and privacy appropriate to the needs of the individual organization. Mitel recognizes that security of IP Telephony communications is very important for you and your business, and addresses this with measures to protect business communications from security threats today and ongoing diligence to ensure the security of future communications. Mitel's use of best practices enhances the integrity and immunity of their communications solutions. With the SX-200 ICP, Mitel provides the core defenses you require, like encrypted media and signaling path, authentication, secure management interfaces, hardened against Denial of Service attacks and proven PSTN protection.



Mitel is committed to providing industry leadership in the quality of service (QoS), reliability, security and continued performance of their solutions. Mitel's SX-200 ICP provides 99.999% reliability and is built around a secure, real-time Unix operating system that is not vulnerable to MS Windows OS virus attacks. The standard used by Mitel to calculate Mean Time Between Failure (MTBF) is the Bellcore Standard TR-NWTW-000332 "Reliability Prediction Procedure for Electronic Equipment," which provides an accurate prediction of the serviceability of a product. At VoIP deployment, Mitel implements end-to-end quality-of-service tests customized for each customer's specific network. QoS can be managed using a QoS Policy Manager (QPM) and QoS Performance Monitoring.

Mitel provides a secure "best in class" IP Telephony solution that is designed for and assumes deployment into a "hostile" IP environment and leverages the available defenses provided by the SX-200 ICP system. This approach, when used in conjunction with security techniques and practices already available, ensures a secure and realistically deployable solution. Mitel continues to track advances in security technology and techniques to ensure our products conform to a stringent level of security expected by the most demanding customers.

## Standards Supported

Mitel is committed to embedding interoperability as a key principle in its IP-focused development efforts. The Mitel SX-200 ICP is a standards-based platform, designed specifically to interoperate across a variety of environments. Mitel supports many industry standard protocols - like Q.SIG to DPNSS - ensuring that the SX-200 ICP can be tightly integrated with existing telephony infrastructures. While most companies standardize on IP integration only, we are working hard to make sure that our suite of IP applications not only work on VoIP systems, but can also integrate to traditional TDM systems. The SX-200 ICP delivers a hybrid system that supports IP, wireless, analog or digital technologies and can easily grow and add technologies as needed. The SX-200 ICP interoperates with the following:

- **ISDN (Integrated Services Digital Network):** The ISDN Network, transmitting voice, data and video at high speeds, accurately and without a modem, has revolutionized communications. ISDN services can be deployed and accessed at enterprise, department, and desktop levels. ISDN proves its worth by its ability to carry voice, data and video imaging on one network.
- **IP Network:** provides customers with a new option for networking systems together. Instead of leasing dedicated voice circuits, customers can route voice traffic over the existing LAN/WAN infrastructure. IP Networking can be used as the primary communication between controllers or as a backup to TDM networking. The IP Networking feature supports both G.711 and G.729 encoding.
- **Ethernet WAN and LAN interfaces:** The SX-200 ICP includes a complete range of Ethernet interfaces. The WAN interface can obtain an IP address by DHCP or PPPoE, or be programmed with a static IP address and default gateway.
- **Internet Gateway:** The SX-200 ICP Internet gateway is the link between internal and external networks and also provides firewall functionality.
- **Embedded Firewall:** This firewall examines all packets destined for the internal network and ensures they are addressed to a recognized TCP or UDP port.

The SX-200 ICP is specifically designed to interoperate with your enterprise's existing infrastructure and make migration from traditional PBX to IP Telephony seamless and efficient.

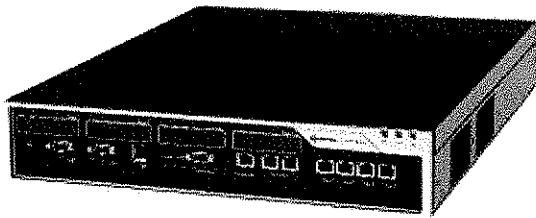


## HOSPITAL LOCATION

### MITEL 3300 IP COMMUNICATIONS PLATFORM (ICP)

#### 3300 MXe

The Mitel 3300 MX Expandable gateway (MXe) is scalable from 40 to 1,400 users. It can easily be expanded to increase capacity to its 1,400 user limit, without the need for a platform upgrade, simply by adding a second processor card to increase capacity.



The MXe gateway is a highly flexible platform, supporting a number of optional configurations, including:

- Up to 7 external ASU's (Analog Services Units) for low to moderate density analog phone and trunk applications
- Up to three Dual FIMs for connecting 4 peripheral units (PER), which in turn support analog and legacy TDM phone connections. A "slave" PER cabinet can also be connected to each PER, effectively doubling the number of connections, with some reduction in traffic capacity.
- Up to three Dual T1/E1 modules
- Up to three T1/E1 Combo cards, which include a single T1/E1/PRI interface, plus an additional DSP (Digital Signal Processor) to augment the DSP embedded in the base platform
- Up to three Quad BRI Framer modules
- Embedded analog functionality for trunks and phones, including: 4 ONS (analog terminal/phone) lines, 6 LS (Loop Start analog) trunks, and 2 PFT (power fail transfer) stations.

The MXe also provides significant hardware redundancy options for greater security. This includes the ability to add a RAID (Redundant Array of Independent Disks) module, a second / redundant AC Power supply unit, dual Ethernet uplinks, and the capability to use the T1/E1 combo card to support trunk resiliency.

#### Auto Attendant

Embedded within the Mitel 3300 ICP is a standard automated attendant function. With this application, customers who call in to your Mitel 3300 system can:

- Place a call to a number in the corporate directory, or





- 
- Direct their call to a department or person specified in the auto attendant voice prompts
  - Select "multi-level" options, such as entering a digit for a department, such as support, in response to a voice prompt, then selecting software support by entering a digit in response to a second voice prompt.

The embedded automated attendant can be programmed to play different greetings during open and closed business hours, provide a company directory that uses extension numbers, or allow single-digit option selection for the user.

In addition, the Multi-level capability embedded in the auto attendant (MLAA) allows a hierarchical menu to be programmed. This provides callers with self-service options (for example, 'Press 1 for Sales') to reach individuals, departments, pre-recorded information, or to leave voice messages.

### **Embedded Voicemail**

The Mitel 3300 ICP includes an integrated, fully featured, cost-effective voice mail system. Features provided by the voice mail system include:

- Personal Contacts, which allows users to create a customized voice menu, allowing callers to reach them on cellular phone, fax etc.
- User mailboxes that are password-protected
- A tutorial that assists new subscribers with mailbox setup
- Simple message retrieval
- Easy-to-use menus that allows users to send urgent, private, or certified messages
- Notification of waiting messages
- "Record-a-Call" feature that allows users to record a conversation and save it in their Voice Mailbox.
- Standard Unified Messaging (optional), which allows users to forward voice messages, including Record-a-Call messages, to an e-mail address. Users can choose to manually forward individual voice messages, or automatically forward all voice messages.



## Phones and Communication Appliances

### 5324 IP Desktop Telephone



The dual-mode Mitel 5324 IP Phone is a feature-rich, multiline IP speakerphone that allows full-duplex hands-free operation. A dual-mode, dual-port phone, it is ideal for communications-intensive companies that require a converged IP infrastructure to deliver productivity- and customer-enhancing applications and services to the desktop.

Users can customize the 5324 IP Phone to access specific advanced voice communications, IP-based applications and services directly from the desktop. The functionality of the 5324 IP Phone can be readily expanded with Mitel IP programmable key modules (for up to 96 additional keys), conference units and line interface modules (LIMs).

The 5324 IP Phone also provides users with swift and simple access to the features and applications enabled by Mitel IP communications platforms (3300 ICP, SX-200 ICP, Teleworker Solution, Mitel 5000 CP) including: unified communications, speech recognition, PC integration, contact center, and remote voice and data applications.

Features:



- dual-mode (supports SIP and MiNET protocols)
- full-duplex, hands-free speakerphone operation
- 24 programmable multifunction keys with dual-color LED indicators (for speed dialing, line appearances, feature access)
- eight function keys: Hold, Menu, Message, Speaker, Mute, Transfer/Conference, Redial, Cancel
- three context-sensitive softkeys for intuitive feature access
- graphics display: white, backlit with two lines of 20 characters each (40 characters total) and auto dimming
- programmable desktop user tool for easy access to telephone system features
- peripherals support: 12- and 48-button IP programmable key modules (PKMs), LIM, IP conference unit (Power over Ethernet support for the Mitel 5310)
- 16 MB of memory to support unified communications applications
- supports Wireless LAN and Gigabit Ethernet stands
- off-hook voice announce
- on-hook dialing
- dedicated headset jack
- speed calling
- Call Hold (place/retrieve)
- Call Transfer
- Do Not Disturb
- Call Forward
- conference call setup
- voice mail access with large message waiting lamp
- browser-based desktop configuration tool
- Direct Page/Group Page
- last number redial
- ACD agent and supervisor support
- customizable center panel
- hearing aid-compatible handset
- wall-mountable
- two-position, 35-degree tilting stand for better viewing angle
- multiple powering options (802.3af compliant)
- energy-efficient at 2.4 W in typical (idle) mode
- IP TSG-variant support
- Chinese characters support (market expansion)
- backwards compatible with previous system platform releases

## **MITEL 3300 IP COMMUNICATIONS PLATFORM (ICP)**

### **Recovery from Power Outage**

In the event of a power failure, your Mitel 3300 ICP will recover automatically upon power restoration to the affected area. The Mitel 3300 ICP can provide your network users with dial tone on their phones in as few as six minutes after full power restoration to the area.



For greater security from power outages, Mitel recommends the use of a UPS (Uninterruptible Power Supply) to bridge outages.

## Electrical and Physical Specifications

### System Input Power Requirements

Input/disconnect	IEC320-C14, Class 1 AC, Receptacle (two receptacles on Mx with redundant power)		
Input voltage/frequency rating	100-120 Vac; 200-240 Vac; 50/60 Hz	50/60	Hz
Maximum input power	250 W (CX/CXi) 200 W (Mx base) 250 W (Mx expanded)		
AC source range	90 to 264 Vac; 47 to 63 Hz		

### Grounding Requirements

The Mitel 3300 ICP system grounding conductor is an insulated, three-wire, 15-Amp, AC-power cord set included with the equipment. It is sized according to the United States National Electrical Code (NFPA/ANSI 70 Section 250-95, Exception No. 1, and Section 240-4, Exception No. 1).

The protective grounding conductor must comply with the general grounding rules contained in Article 250 of the National Electrical Code, NFPA 70, or Section 10 of the Canadian Electrical Code, CSA C22.1.

	AX	CX	Mx/Mx Server
<b>Height</b>	13.35 in. (39.90 cm) (7U)	3.5 in. (8.9 cm) (2U)	3.5 in. (8.9 cm) (2U)
<b>Width</b>	17.4 in. (44.20 cm)	17.75 in. (45.1 cm) – 19 in. rack mountable	17.75 in. (45.1 cm)
<b>Depth</b>	13.87 in. (35.23 cm)	16.5 in. (41.9 cm)	20.25 in. (51.4 cm)
<b>Weight</b>	39.70 lb (18.01 kg)	19.8 lb (8.98 kg)	Mx 28 lb (12.7 kg) Mx Server 33 lb (15 kg)

Note: The controllers are 19 inch rack-mountable.



**Environmental Requirements**  
**Operational Environment Requirements**

	Controller	ASU/ Universal ASU	NSU	Peripheral Node	DSU
Temperature (Recommended)	50° to 80° F. (10° to 27°C)	50° to 80° F. (10° to 27°C)	50° to 80° F. (10° to 27°C)	50° to 80° F (10° to 27°C)	50° to 80° F (10° to 27°C)
Relative Humidity (Recommended, non- condensing)	20 – 80%	20 – 80%	34 – 80%	34 – 80%	34 – 80%
Max Heat Dissipation (fully loaded)	MXe Controller 750 BTU/hr CX/CXi Controller 170 BTU/hr AX Controller 1024 BTU/hr	170 BTU/hr - ASU 260 BTU/hr – ASU II	60 BTU/hr	724 BTU/hr	266 BTU/hr
Air Flow (at maximum output of fans)	46 ft3/hr			150 ft3/hr	150 ft3/hr
Maximum Acoustic Emissions (<10% duty cycle)	50dBA continuous 75 dB intermittent			50dBA continuous 75 dB intermittent	50dBA continuous 75 dB intermittent

**Note:** Conversion factors: 1 watt is equal to 3.412 BTU/hr. 1 ton of refrigeration is equal to 12,000 BTU/hr or 3.516 Kilowatts. ¼ Kilowatt-hour is equal to 1 ton of refrigeration.

**Storage Environment Limit Requirements**

Condition	Specification
Temperature	-39°F to 150°F (-40 C° to 66°C)
Humidity (relative Humidity, non condensing)	15-95%

The Mitel 3300 ICP controller is best placed in a dry, clean, well-ventilated, well-lit and easily accessible area. It cannot be located near sprinkler systems, sweating pipes, steam pipes, steam vents, corrosive fumes, exhaust from machinery, electronic equipment that generates strong radio frequency fields (such as transformers or motors), equipment that generates strong magnetic fields that can corrupt hard or floppy disk data, or reproducing machines.

Heating, cooling, forced ventilation (and humidification or de-humidification) should be used as necessary to maintain the required conditions.



## Maintenance and Support

### Maintenance and Support

Frontier offers a variety of maintenance and support options to suit the requirements of each customer. The choices available to customers include 7x24 (7 days per week, 24 hours per day) coverage, 5x8 (5 days per week, 8 hours per day) coverage, parts-only replacement.

- A. Pursuant to the terms and conditions of this Maintenance Agreement, Frontier will provide Customer, during the term of the Maintenance Agreement, and with respect to the Equipment described on the attached Equipment Schedule, Maintenance Services consisting solely of remedial maintenance provided upon request by Customer for the purpose of restoring malfunctioning operating components of the Equipment to proper working order. Customer acknowledges and agrees that Maintenance Services exclude preventive maintenance services and that requests from other customers for remedial maintenance with respect to a major malfunction may take precedence over, and interrupt the performance of Maintenance Services, which might be going on at Customer's premises.
- B. Frontier's remedial maintenance objectives are as follows:
- i. With respect to a major malfunction of the Equipment (defined as fifty percent (50%) of the system's stations or trunks being inoperable or loss of attendant call processing), Frontier will use commercially reasonable efforts to respond to Customer's request within four (4) hours from the time Frontier first receives Customer's request for service and will complete such repairs as soon as reasonably practicable.
  - ii. With respect to a minor malfunction (any malfunction other than a major malfunction) of the Equipment, Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding Saturday, Sunday, and holidays, within twenty-four (24) hours from the time Frontier first receives Customer's request for services, and will complete the repairs as soon as reasonably practicable. Routine remedial maintenance services requested after Frontier's normal weekday business hours will be billed to Customer at Frontier's then current overtime hourly rate.
- C. Frontier's responsibility with respect to the Maintenance Services will be limited to the Customer's side of the demarcation point which is between the covered Equipment and Frontier's local telephone network.
- D. Customer will allow employees of Frontier free access to the premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Maintenance Agreement.
- E. Frontier reserves the right to terminate this Maintenance Agreement immediately if the Equipment is repaired, altered, or interfered with by any person(s) other than Frontier's personnel or an authorized representative of Frontier. It is the Customer's responsibility to provide Equipment conditions as follows: a clean, dust-free area with constant temperature of 65° F to 85° F, and a humidity factor of 10% to 90% relative humidity.



F. Maintenance Services do not include any services necessitated by or of the type described in any of the following:

i. Labor and material costs of additions, changes, relocations and removals, operating supplies and accessories, specification or engineering changes.

ii. Labor and material costs of replacement of those component parts subject to normal wear and tear as a result of use which does not affect the operational condition of the Equipment.

iii. Negligent, willful or intentional actions of Customer.

iv. Accident, casualty, neglect or misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications ("Specifications").

v. An act or event occurring externally to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures which adversely affect the Equipment.

vi. Repair services or increases in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the specifications or any other failure of the Customer to fully perform its responsibilities under this Maintenance Agreement.

vii. Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the Customer or any third party of the Equipment in combination with any other apparatus, device or other system not supplied or approved by Frontier, or covered by this Maintenance Agreement, or the use by Customer of any item of the Equipment in a manner not intended by the parties hereto.

G. **Limitation of Liability.**

IN NO EVENT WILL FRONTIER'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL MAINTENANCE CHARGES FOR THE EQUIPMENT GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES WILL FRONTIER BE RESPONSIBLE OR LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY CUSTOMER TO FRONTIER, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS OR GOODWILL. FRONTIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE EQUIPMENT WITH THIRD-PARTY PRODUCTS OR EQUIPMENT THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH, OR CONNECT TO, THE EQUIPMENT. THE PARTIES RECOGNIZE THAT FRONTIER MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSES RELATED TO THE EQUIPMENT OR MAINTENANCE SERVICES DESCRIBED IN THIS AGREEMENT, AND, WHILE FRONTIER WILL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER AGREES THAT THIS LIMITATION OF LIABILITY WILL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSES.

H. **Indemnification.** Customer will defend, indemnify and hold harmless Frontier, its affiliates and their officers, agents and employees from all claims, suits, actions, demands, damages, liabilities,



expenses (including fees and disbursements of counsel), judgments, settlements and penalties of every kind (collectively, "claims") related to Frontier's performance under this Maintenance Agreement, provided, however, that if a claim is the result of the joint negligence, joint misconduct, or joint fault of the parties, the amount of the claim for which Frontier is entitled to indemnification will be limited to that portion of such claim that is attributable to the negligence, misconduct or other fault of Customer. Promptly after receipt of written notice of a claim, the indemnifying party will assume the defense of such claim with counsel reasonably satisfactory to the indemnified party.

- I. **Force Majeure.** The timeliness of performance by Frontier or the performance of any obligation of Frontier under this Maintenance Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental regulations or orders, acts or inaction of Customer, inability of Frontier's subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Frontier) or any other cause beyond the reasonable control of Frontier. In the event of any such delay, the period of time for performance of services affected by such delay will be extended to cover the delay occasioned thereby.

### **Support Plan - 7/24**

**Plan:** Full Service 24 x 7 Plan with 4-Hour Onsite Response for Major Failures.

Hospital:	Business Office:
1Yr. - 2Yr	1Yr - 2 Yr
\$726.35 MRC	\$116.80 MRC
3Yr - 5Yr	3Yr - 5Yr
\$756.20 MRC	\$121.60 MRC

#### **Term of Support**

- The term of support services (as outlined below) is 1 Year.

#### **Covered Equipment**

- A list of Equipment to be supported under this Support Plan will be created and approved during the configuration design and acceptance test phases of this project.

#### **Hours of Coverage**

- 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite and support for a Major Failure.
- 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Frontier's locally observed holidays) remote and onsite support for a Minor Failure.

#### **Response Objectives**

##### **Major Equipment Failure**

- Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.





- Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

**Minor Equipment Failure**

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, Frontier's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Frontier's locally-observed holidays) upon receipt of a trouble report of a Minor Failure, which cannot be resolved by a remote engineer.

**Parts Replacement**

- Expedited replacement of defective parts and materials is included in this Support Plan.

**Support Plan - 5x8**

**Plan:** Day Service 5 x 8 Plan with 4-Hour Onsite Response for Major Failures.

Hospital:	Business Office:
1Yr - 2 Yr	1 Yr – 2 Yr
\$567.15 MRC	\$91.20 MRC
3Yr - 5 Yr	3 Yr – 5 Yr
\$597.00 MRC	\$96.00 MRC

**Term of Support**

- The term of support services (as outlined below) is 1 Year.

**Covered Equipment**

- A list of Equipment to be supported under this Support Plan will be created and approved during the configuration design and acceptance test phases of this project.

**Hours of Coverage**

- 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Frontier's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at Frontier's current rates.

**Response Objectives**

**Major Equipment Failure**

- Response within two (2) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Frontier's locally-observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Frontier's locally-observed holidays) upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.



### **Minor Equipment Failure**

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, Frontier's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Frontier's locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

### **Parts Replacement**

- Expedited replacement of defective parts and materials is included in this Support Plan.

## **Support Plan - Parts Only**

Plan: Parts Only Plan

### **Term of Support**

- The term of support services (as outlined below) is 1 Year.

### **Covered Equipment**

- A list of Equipment to be supported under this Support Plan will be created and approved during the configuration design and acceptance test phases of this project.

### **Response Objectives**

### **Parts Replacement**

- Expedited replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased as detailed above.

## **Warranty**

Mitel manufactured hardware and software products are covered by a manufacturer's warranty for one year from the cutover date (or the invoice date for individual components). This warranty excludes 3rd party hardware, such as PC servers, or 3rd party software not specifically warranted by Mitel.

### **Hardware Warranty**

During the term of the manufacturer's warranty period all hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for the Customer under the hardware warranty is for Mitel at its election, to repair or replace the defective parts. Mitel may utilize remanufactured certified parts that meet factory specifications. Such replacement parts will be covered for the remainder of the existing hardware warranty. Any part removed shall become the property of Mitel.

### **Software Warranty**



During the term of the manufacturer's warranty period, the software will be free from defects in material and workmanship under normal use and the software (including any installed release) will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the software from operating substantially in accordance with the manufacturer's specifications, affects service and prevents beneficial use of the system, Mitel will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, Mitel will in its sole discretion either replace the software, install a new release when made generally available or return the system to a prior release.

### **Exceptions to Warranty**

The software and hardware warranties shall become void if one of the following occurs:

- The system is not used properly in accordance with the manufacturer's specifications and operating instructions or is otherwise abused, damaged, or negligently serviced or maintained by anyone other than Mitel or Frontier Communications
- Work is performed on the system by anyone not authorized by Mitel
- The system is installed or used in combination or in assembly with products that are either approved by Mitel or compatible with the system
- The customer breaches a material term of the agreement

The software and hardware warranties are predicated on Mitel receiving timely written notice of any nonconformity with as much specificity as is known and as soon as customer becomes aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period. Mitel shall have the right to inspect and test the system to determine, in its reasonable discretion, whether the nonconformity is covered under the applicable warranty.

The software and hardware warranties exclude customer-supplied parts and expendable or personal use items such as batteries, headsets, paper, printer ribbons, cabling or non-Mitel telephone sets. Labor is provided on a time and materials basis.

### **Software Assurance**

Mitel also offers Software Assurance on its major products. Mitel's Software Assurance program provides customers with access to ongoing new software releases, update releases and patch fixes, enabling their systems to keep current with the latest technology. The first year of Software Assurance is included at no additional charge with the purchase of new Mitel product.



Hospital Location		
3300 ICP CX/CXi/MXe/AX rel. 9.0 US		
Description		Qty
3300 IP Communications Platform - Core Hardware and Software		
PWR CRD C13 10A 125V-NA PLUG 3 PK		1
DUAL T1/E1 TRUNK MMC		2
MXe AC POWER SUPPLY		1
3300 MXe II		1
ASU II		1
24 port ONSp card		2
3300 HOSPITALITY SOFTWARE BUNDLE		1
3300 IP Communications Platform - Solution Licenses		
(AMC)3300 - 1 MAILBOX LICENSE		101
(AMC)3300 DIGITAL LINK LICENSE		2
SX-200 IP Communications Platform - Controllers, Hardware, Peripherals, Base Software		
SX-200 PER NODE BCC3-DRK GRY 110V		2
DIGITAL LINE CARD-12 CCT (CR)		13
Desktop Devices - 5200/5300 IP Phones and Peripherals		
48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)		3
15VDC PWR ADPT 100-240V 50-60Hz(ES)		1
5324 IP Phone		3
PWR CRD C7 2.5A 125V-NA PLUG		4
KIT PKM UNIVERSAL DARK GREY		1
Desktop Devices - 4000 Series SUPERSETS		
SS4025 DK GREY BACKLIT		152
Software Assurance		
3300 SW ASSURANCE - 4YR 500 DEVICE		1
OEM Connectivity, Equipment Racks, RAD, Power, UPS, CSU		
3300 ICP PATCH PANEL		2
<b>Total Price</b>		<b>\$72,515.50</b>



**Business Office Location**

**SX-200 IP Communications Platform Release 4.0 (USA)**

Description	Qty
SX-200 IP Communications Platform - Controllers, Hardware, Peripherals, Base Software	
Analogue Option Card (6LS/2ONS)	1
SX200 ICP MX CONTROLLER W/HARD DRIVE	1
SX-200 PER NODE BCC3-DRK GRY 110V	1
Hospitality SW Options Bundle	1
SX-200 ICP Core SW Options Bundle	1
DIGITAL LINE CARD-12 CCT (CR)	2
SX-200 IP Communications Platform - Software Options, System and User Licenses	
(AMC)1 DIGITAL BAY LIC SX-200 ICP	1
Desktop Devices - 5200/5300 IP Phones and Peripherals	
KIT PKM UNIVERSAL DARK GREY	1
Desktop Devices - 4000 Series SUPERSETS	
SS4025 DK GREY BACKLIT	25
(5) ACD Agent Licenses	
(1) Digital Bay Licenses	
(8) IP Sets Licenses	
(58) TDM Device Licenses	
(56) Voicemail Box Licenses	
(5) ACD Agent Licenses	
<b>Total Price</b>	<b>\$13,191.36</b>

**Total System Price both locations:** **\$85,706.86**  
 Price does not include single line phones, wiring, battery backup and warranty.

**Note:** This proposal is based upon the assumption that a 100Mbps network is in place connecting the Maintenance building with the main Hospital location. Changes to design may be required based upon an in depth network assessment.



# Customer Experience

→ Mohave Mental Health Clinic

## Healthcare Center Enjoys a Speedy Migration with Mitel IP Telephony Solution

### CUSTOMER NEEDS

- Expansion opportunity for a next-generation, IP-based communications system
- Replace old Nortel platform
- Leverage existing Nortel telephone handset equipment

### SOLUTION COMPONENTS

- Mitel 3300 CITELink Gateway
- Mitel 3300 Integrated Communications Platform (ICP)

### RESULTS

- Transparent and seamless system migration
- Gateway implementation enabled integration of legacy phone sets, reducing cost of ownership
- Maintaining legacy phone sets retained user familiarity and resulted in faster adoption of new system
- No telephone rewiring required resulted in additional cost savings
- Centralized Web-based system administration
- Automated night service switch-over replaced manual procedure
- More compact size resulted in greater space efficiencies



Mohave Mental Health Clinic, Inc., (Mohave) is a private, non-profit community mental health center that serves Mohave County, Arizona, including the cities of Kingman and Bullhead and Lake Havasu City along the Colorado River. The clinic's primary mission is to provide emergency mental health services and ongoing care and treatment to eligible members in the community. It does so through a diverse range of support programs for children and families, the seriously mentally ill, adults suffering from substance abuse and individuals requiring crisis support. The clinic also operates the only inpatient psychiatric facility in the county, providing a secure environment for those suffering from a severe mental health crisis and other behavioral health problems that can't be resolved in the residential programs or on an outpatient basis that does not require hospitalization.

### Growing Pains

With its services in increasing demand, Mohave found itself in need of more space to accommodate its growing staff of psychiatrists, social workers, therapists and case managers. In addition, the clinic had outgrown its aging and deteriorating Nortel telephone system that served the communications needs of the staff. According to Jeff Oelke, Mohave's Information Systems and Support Services Manager, "Due to space issues, we had to keep moving people around in the building, which forced me to pull out wires on the system and re-punch them down."

Compounding the issue for Mohave was the increasing cost of maintaining its Nortel system, which was no longer under warranty. Oelke and his team discovered that they were placing at least 30 service calls a month. At a cost of U.S.\$80 per service call, Mohave was spending over \$2,400 per month to maintain a telephone system that needed replacement.

When the clinic's team planned to move into a new building, the decision regarding what to do with the aging telephone system came easily. According to Oelke, "We knew we didn't want to simply move the old system over and continue with the problems that we had already experienced. Therefore, we took the opportunity to look for something that would grow with us and provide new features and functionality to support that growth in the process. We could have expanded the Nortel system by adding additional line and trunk modules, however, due to the age of the system, there were concerns regarding the reliability of moving it."



it's about YOU

# Customer Experience

## → Mohave Mental Health Clinic

### ABOUT MOHAVE MENTAL HEALTH CLINIC, INC.

- Mohave Mental Health Clinic was founded in 1986 in Kingman, Arizona and today employs 300 personnel
- It is a non-profit community mental health center serving Mohave County
- The clinic's primary mission is to provide emergency mental health services and ongoing care and treatment to eligible members in the community
- <http://mmhcinc.org>

*"In less than 36 hours, the 3300 CITElink Gateways and our four remote sites were seamlessly linked to the host Mitel 3300 ICP system. All telephones (traditional and new IP handsets) worked as IP units, and in three hours we had adequately trained the entire staff."*

**Jeff Oelke,**  
Information Systems and  
Support Services Manager,  
Mohave Mental Health Clinic

### The Solution

The Mohave team chose to install a Mitel 3300 Integrated Communications Platform (ICP) in its new building, along with four Mitel 3300 CITElink Gateways that enabled Mohave to reuse their 85 Nortel telephones with a new Mitel IP-based system. In addition, Mohave's team purchased two new Mitel operator consoles, as well as a number of new Mitel IP telephones for staff use.

The CITElink Gateway, is a 24-port gateway that integrates with the 3300 ICP allowing the Nortel telephones to seamlessly operate like Mitel's IP telephones. Once connected to the CITElink Gateway, the Nortel telephones have access to the IP feature set delivered by the 3300 ICP, with no telephone rewiring required.

At Mohave's new building, the CITElink Gateway along with the 3300 ICP were installed, the function key labels on the Nortel telephones were then updated, allowing the clinic's employees to immediately start taking advantage of their new IP environment.

"Several concerns arose when considering whether to purchase a new telephone system," commented Oelke. "We questioned how, or if the new equipment would integrate into our network; if our existing Nortel telephones would work; and we imagined weeks invested in training our staff in its use. All concerns were quickly put to rest. In less than 36 hours, the CITElink Gateways and our four remote sites were seamlessly linked to the host 3300 ICP system. All telephones (traditional and new IP handsets) worked as IP units, and in three hours we had adequately trained the entire staff," reports Oelke. "We were so impressed with the ease of implementation, we are planning replacements at each of our remote sites by year's end."

### More Features Enhance User Productivity and Efficiency

The net results for Mohave included new IP functionality for their existing Nortel telephones and expansion capabilities far beyond the limits of their old system. With the use of the CITElink Gateways, there was no need to discard or replace existing telephones. As a result, Mohave was able to retain user familiarity, while enjoying significant cost savings as new telephone sets typically make up two thirds of the cost of a new telephone system.

The staff at Mohave also no longer have to rely on a staff member to switch the telephone lines over to an answering service at night. The new 3300 ICP automatically manages this.

Other big operational advantages include the ability to manage and administer the system on a Web browser from a desktop PC, as well as enjoy space savings compared to the old Nortel system. According to Oelke, "With the Nortel system, I had to have a 6' x 8' backboard to hang the boxes on, and it took up my whole server closet. The Citel and Mitel solutions are compact and stack up on one little rack, so they are very space efficient."

Perhaps one of the biggest advantages of the new Citel and Mitel solution is the ability of staff members to forward calls to both pagers and cell phones from the system – something that wasn't possible with the old Nortel system. "We are a behavior health facility and have clients that need to get hold of case managers immediately," remarked Oelke. "Now, if case managers are going to be out in the field all day, they forward their calls to their pagers or cell phones so they don't miss their calls."

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