



**COST - RESPONSE TO  
REQUEST FOR PROPOSAL  
FOR**



**July 9, 2013**

<b>PREPARED BY</b>	<b>Chad Stepp</b> Enterprise Account Executive 1500 MacCorkle Ave Charleston, WV 25396 (304) 410-5659 <a href="mailto:chad.stepp@ftr.com">chad.stepp@ftr.com</a>
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07/09/13 01:00:45 PM  
West Virginia Purchasing Division



July 9, 2013

State of West Virginia  
Department of Administration – Purchasing Division  
Attn: Guy Nisbet  
2019 Washington Street East  
Charleston, WV 25305

Dear Mr. Nisbet,

On behalf of Frontier Communications, thank you for giving us the opportunity to continue serving the Centrex voice needs and to propose Frontier's long distance for the State of West Virginia. Frontier commits to being the conscientious and dedicated partner that can deliver the solutions and changes State of West Virginia requires going forward, ensuring you a secure and profitable future.

With Frontier, you can consolidate your communications with one provider, giving you advantages such as:

- **One Company** for any issues impacting your network services. This will prevent State of West Virginia from having to deal with multiple vendors for upgrading or troubleshooting.
- **Direct Access** to dedicated account management, engineering, and billing resources. This means dealing with people who know State of West Virginia, your network, and you.
- **Leading Edge, Reliable Services** backed by Frontier technicians and around-the-clock network monitoring.

The reliability and security of State of West Virginia's network is Frontier's first priority. Your account team includes experienced engineers and technicians, and we are available to serve you before, during and after installation. Should you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Stepp".

Chad Stepp  
Frontier Account Executive  
[chad.stepp@ftr.com](mailto:chad.stepp@ftr.com)  
(304) 410-5659

## General Information

### Nature of Proposal

This proposal is being submitted to State of West Virginia. The services set forth in this proposal will be provided by Frontier West Virginia Inc., and Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia and Frontier Communications of America, Inc., (collectively referred to herein as "Frontier").

This proposal is submitted in good faith with the intention of negotiating a legally binding definitive agreement following an award of business to Frontier. Frontier does not consider the proposal itself to be a legally binding offer to contract.

In the event of an award to Frontier, Frontier will provide State of West Virginia with a written agreement that includes mutually agreeable terms and conditions. Frontier expects that neither the RFP nor Frontier's proposal will be incorporated in any definitive agreement, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

### Confidentiality Statement

The attached documentation, and any oral communications regarding such documentation (collectively, the "Frontier Materials"), are the property of Frontier Communications and/or its affiliates, contain confidential and proprietary information of Frontier Communications and/or its affiliates, and are submitted to State of West Virginia, and its contractors in confidence subject to the following:

The Frontier Materials may be used by State of West Virginia and its contractors solely for the purpose of evaluating Frontier Communication's and its affiliates' products and services for possible purchase by State of West Virginia. State of West Virginia and its contractors agree to treat such Frontier Materials, including, without limitation, any pricing, terms and conditions, and any information relating to Frontier Communications or its affiliate's technology, business affairs, or marketing or sales plans, as strictly confidential.

State of West Virginia and its contractors agree not to copy the Frontier Materials, in whole or in part, or disclose them to others, except to persons who have a need to know for the evaluation purpose stated above and who agree, in advance, in writing, to be bound by this provisions, or except as may be required by law. If State of West Virginia is required by law to disclose the Frontier Materials (including, without

limitation, pursuant to any Freedom of Information Act request), State of West Virginia shall timely notify Frontier Communications of such compelled disclosure so that Frontier Communications has a reasonable opportunity to limit or challenge such disclosure. State of West Virginia and its contractors agree to return the written portions of the Frontier Materials to Frontier Communications upon written request.

State of West Virginia and its contractors agree that in the event of a breach or threatened breach of confidentiality, in addition to other remedies, Frontier Communications and/or its affiliates shall be entitled to specific performance and injunctive or other equitable relief. State of West Virginia and its contractors shall each be severally liable for its respective breach of the terms above. State of West Virginia and its contractors' review, use, or disclosure of the Frontier Materials shall constitute acceptance of the terms above.

### **Pricing Disclaimer**

Notwithstanding anything to the contrary in the RFP, and unless otherwise indicated in this proposal, prices do not include all taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Frontier Communications.

Frontier Communications' proposed pricing is based upon its response to this RFP. Frontier reserves the right to adjust the proposed pricing, if State of West Virginia does not accept the proposal in its entirety.

In addition, unless otherwise noted, all third-party charges are subject to change during the service term.

### **Validity Period**

Unless otherwise stated in this proposal, this proposal is valid for a period of forty five (45) days from the date submitted.

During this period promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guide unless fixed in this proposal.

Additionally, prices may change based upon any changes in terms and conditions agreed to by the parties.





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

# Solicitation

NUMBER  
LDPHONE13

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
GUY NISBET  
304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE  
Frontier West Virginia, Inc.  
Citizens Telecommunications Company  
of West Virginia and  
Frontier Communications of America, Inc.  
1500 MacCorkle Ave  
Charleston, WV 25396

ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED

05/20/2013

BID OPENING DATE:

06/25/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOE	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	IS		915-77		
TELEPHONE SERVICES, LOCAL AND LONG DISTANCE.						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A STATEWIDE "OPEN-END" CONTRACT TO PROVIDE TRADITIONAL LONG DISTANCE (INTRASTATE, INTERSTATE, AND INTERNATIONAL) AND NECESSARY DEDICATED T-1'S TO HANDLE THE TRAFFIC, CALLING CARDS, INBOUND TOLL FREE CALLING AND DEDICATED T-1'S IF APPLICABLE, AND DIRECTORY ASSISTANCE, PER THE ATTACHED TERMS & CONDITIONS, AND SPECIFICATIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ LDPHONE13 ***** TOTAL:						
SIGNATURE <i>R. C. M. [Signature]</i>					TELEPHONE 304-410-5659	DATE 9 July 13
TITLE Account Executive					55-01452020, 55-0276420, 06-1381497	
ADDRESS CHANGES TO BE NOTED ABOVE						

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

**ATTACHMENT A**

**CURRENT USAGE OF CUSTOM DIGITAL CENTREX NETWORK**

<b>SERVICE: PER LINE</b>	<b>QUANTITY</b>
Analog Intercom with Band A Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	13,981
Analog Intercom with Band B Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	1,052
ISDN BRI 2B+D CSV Centrex Line (includes all standard features set forth in applicable tariff)	1,332
ISDN BRI 2B+D CSD Centrex Line (includes all standard features set forth in applicable tariff)	254
<b>OPTIONAL FEATURES</b>	
Music in Queue	1
CMAC (per line)	6,033
SMDR via Tape	7
Voice Mail w/30 minutes storage	2,135
Voice Mail w/45 minutes of storage	46
Personal Receptionist	653
<b>INCLUDED IN CENTREX ANALOG AND ISDN LINE RATES:</b>	
ETN Backbone & Interexchange Features	1
ISDN PRI	20
<b>TARIFF RATES:</b>	
Exchange Access	Per Line
Federal Subscriber Line Charges	Per Line

## Attachment B

### Custom Digital Centrex locations

Beckley	Hinton	Parkersburg
Bridgeport	Huntington	Point Pleasant
Buckhannon	Lewisburg	Rainelle
Charleston	Logan	Ripley
Charleston	Madison	Spencer
Clarksburg	Martinsburg	S. Albans
Dunbar	Moundsville	Summersville
Elkins	Morgantown	Weston
Fairmont	New Martinsville	Wheeling
Grafton	Nitro	Williamson

#### DSL Service

Beckley to Charleston  
Dunbar to Charleston  
Huntington to Charleston  
Logan to Charleston  
Parkersburg to Charleston  
Buckhannon to Clarksburg  
Fairmont to Clarksburg  
Lewisburg to Clarksburg  
Morgantown to Clarksburg  
Moundsville to Clarksburg  
Weston to Buckhannon  
Elkins to Buckhannon  
Wheeling to Moundsville

#### 4-Wire Voice Grade Service

Hinton to Beckley  
Rainelle to Lewisburg  
Williamson to Logan  
Dunbar to Charleston  
Kanawha City to Charleston  
Madison to Charleston  
Nitro to Charleston  
Point Pleasant to Charleston  
Ripley to Charleston  
Spencer to Charleston  
St. Albans to Charleston  
Summersville to Charleston

## PRICING

## PRICING SHEET

### INBOUND TOLL FREE SERVICE

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charge
Inbound Toll Free	Initial 18 second increment	\$0.00897	USF	Not Applicable
	6 second increment	\$0.00299	USF	Not Applicable
	Per Minute	\$0.0299	USF	Not Applicable
			USF	Not Applicable
Inbound Toll Free – Dedicated	Initial 18 second increment	\$0.00897	USF	Not Applicable
	6 second increment	\$0.00299	USF	Not Applicable
	Per Minute	\$0.0299	USF	Not Applicable
User Dedicated T-1		\$300.00	USF	No Charge, unless special construction is required
Interactive (Advanced Feature) Toll Free Services*				
Call Referral		No Charge	Not Applicable	Not Applicable
Call Transfer		No Charge	Not Applicable	Not Applicable
Informational Announcement		No Charge	Not Applicable	Not Applicable
Area Code Routing		No Charge	Not Applicable	Not Applicable
Area Code Selection		No Charge	Not Applicable	Not Applicable
Area Code/Exchange Routing		No Charge	Not Applicable	Not Applicable
Day of Week Routing		No Charge	Not Applicable	Not Applicable
Time of Day Routing		No Charge	Not Applicable	Not Applicable

\*Vendors are to list all services/features provided, even if at No Charge.

**PRICING SHEET**  
**OUTBOUND LONG DISTANCE SERVICE** (Per Addendum No. 2)

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charge
IntraState/Intralata* Outbound Long Distance	Initial 18 second increment	\$0.00825	USF	Not Applicable
	6 second increment	\$0.00275	USF	Not Applicable
	Per Minute	\$0.0275	USF	Not Applicable
IntraState/Interlata* Outbound Long Distance	Initial 18 second increment	\$0.00825	USF	Not Applicable
	6 second increment	\$0.00275	USF	Not Applicable
	Per Minute	\$0.0275	USF	Not Applicable
User Dedicated T-1	Per T-1	\$300.00	USF	No Charge, unless special construction is required
InterState Outbound Long Distance*	Initial 18 second increment	\$0.00675	USF	Not Applicable
	6 second increment	\$0.00225	USF	Not Applicable
	Per Minute	\$0.0225	USF	Not Applicable
User Dedicated T-1	Per T-1	\$300.00	USF	No Charge, unless special construction is required

- Switched and Dedicated

**CALLING CARD SERVICE**

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charge
Calling Card Service	Initial 18 second increment	No bid	No bid	No bid
	6 second increment	No bid	No bid	No bid
	Per Minute	No bid	No bid	No bid

## PRICING SHEET

### OTHER SERVICES

This section is to include all charges that the vendor will bill, and as legally can be paid by the State, that are in addition to the costs identified in the other Cost Sheets. The following descriptions have been listed since they are typical charges but the vendor is required to add any additional charges that would apply to the services being requested. The Vendor is to indicate if there are any minimums/maximums associated with this service. For example, each BTN is granted a specific amount of directory assistance calls for free and then all subsequent calls are at a per call rate.

Description	Type of Service	Based on Unit of Measure	Proposed Unit Cost	Regulatory Fees
Universal Service Fund ( USF)	Long Distance and Federal Surcharges	Total Long Distance, ARC and SLC	15.100%	No Charge
Payphone Surcharge for Inbound Toll	Inbound Toll Free	Per Call	\$0.4125	Interstate – USF applies
Directory Assistance	Outbound Long Distance	Per Call	\$0.6375	Interstate – USF applies
National Directory Assistance	Out bound Long Distance	Per Call	\$0.6375	Interstate – USF applies
County Jurisdiction 9-1-1 Surcharge	Surcharge	Per Line	\$0.25-\$4.50	No Charge

**\*\*Note:** Frontier has made a good faith effort to identify the regulatory fees applicable to the services requested. These services are subject to the above noted surcharges, shown at the current rates. Surcharges will be billed at the rates applicable at time of billing and are subject to change over the term of the contract. Applicable Federal and State taxes are in addition to the noted regulatory fees.

## PRICING SHEET CENTREX SERVICES

Description	Proposed Unit Cost	Regulatory Fees
Analog Intercom with Band A Mileage ("line")	<b>*\$16.45</b>	<b>ARC &amp; SLC</b>
Analog intercom with Band B Mileage ("line")	<b>*\$16.45</b>	<b>ARC &amp; SLC</b>
ISDN BRI 2B+D CSV Centrex Line ("line")	<b>\$29.50</b>	<b>ARC &amp; SLC</b>
ISDN BRI 2B+D CSD Centrex Line ("line")	<b>\$29.50</b>	<b>ARC &amp; SLC</b>
Music in Queue	<b>CPE Provided</b>	<b>No Charge</b>
CMAC (per line)	<b>\$0.11</b>	<b>No Charge</b>
SMDR via Tape ( <i>Alternative Solution Refer to Section 3.1.1.9</i> )	<b>No Charge</b>	<b>No Charge</b>
Voice Mail w/30 minutes of storage	<b>\$6.10</b>	<b>No Charge</b>
Voice Mail w/45 minutes of storage	<b>\$8.11</b>	<b>No Charge</b>
Personal Receptionist	<b>\$3.32</b>	<b>No Charge</b>
		<b>No Charge</b>
DSL Static 3 - DSL 3.0M Static 1 IP month-to-month	<b>\$29.99</b>	<b>No Charge</b>
DSL Static 5 - DSL 6.0M Static 1 IP month-to-month	<b>\$39.99</b>	<b>No Charge</b>
Additional Charge for block of 5 IP addresses	<b>\$20.00</b>	<b>No Charge</b>
DSL Static 3 - DSL 3.0M Static 5 IP month-to-month	<b>\$49.99</b>	<b>No Charge</b>
Internet Security Suite (antivirus)	<b>\$5.99</b>	<b>No Charge</b>
High Speed Internet - DSL 10.0M Dynamic month-to-month	<b>\$79.99</b>	<b>No Charge</b>
Bus INET Static- DSL 3.0M Static 1 IP month-to-month	<b>\$29.99</b>	<b>No Charge</b>
Bus High Speed Internet - Bus DSL Max 5.01766x	<b>\$39.99</b>	<b>No Charge</b>
Modem	<b>\$4.99</b>	<b>No Charge</b>
High Speed Internet - DSL 3.0M Dynamic 3-year contract rate	<b>\$29.99</b>	<b>No Charge</b>
DSL Static 7 - DSL 10.0M Static 1 IP month-to-month	<b>\$89.99</b>	<b>No Charge</b>
High Speed Internet - DSL 3.0M Basic Dynamic month-to-month	<b>\$29.99</b>	<b>No Charge</b>
DSL Static 1 - Grandfathered Static DSL 1 5M/384K 1 IP	<b>\$89.95</b>	<b>No Charge</b>
Bus INET Static- DSL 3.0M Static 1 IP 3-year contract price	<b>\$29.99</b>	<b>No Charge</b>
High Speed Internet- DSL 3.0M Dynamic month-to-month	<b>\$29.99</b>	<b>No Charge</b>
High Speed Internet - DSL 3.0M Basic Dynamic 3-year contract price	<b>\$29.99</b>	<b>No Charge</b>
High Speed Internet - DSL Max 6.0M/768K month-to-month	<b>\$35.00</b>	<b>No Charge</b>

**\* Analog Band A and Band B rates are bundled with and not mutual exclusive from Long Distance. If the award of the RFP is split Frontier's rates will be \$17.69 for Band A and \$23.69 for Band B.**



REQUEST FOR QUOTATION  
LDPHONE13 (Long Distance Service)

Exhibit B  
Page 1 of 2

Service Type	Originating Number	Destination Number	Length of Call	Charges (see note below)	Other Cost (where applicable)	Total Cost
Outbound Long Distance	304-749-7910	304-765-2919	0.5 minutes	\$0.01	USF : \$0.01	\$0.02
User Dedicated – Outbound Long Distance	304-733-4281	859-727-9183	5.9 minutes	\$0.13	USF : \$0.02	\$0.15
Outbound Long Distance	304-558-8153	304-528-3561	15.8 minutes	\$0	\$0.00	\$0
Outbound Long Distance	304-358-2701	443-600-2712	.03 minutes	\$0.01	USF : \$0.01	\$0.02
User Dedicated – Inbound Toll Free	304-339-2054	800-642-3021	1.0 minutes	\$0.03	\$0.01	\$0.04
Inbound Toll Free	304-924-5587	800-642-3021	0.7 minutes	\$0.02	\$0.01	\$0.03
Inbound Toll Free	949-830-9838	800-642-3021	12.5 minutes	\$0.37	USF : \$0.06	\$0.43
Inbound Toll Free from Payphone	304-565-7413	800-642-3021	0.3 minutes	\$0.01	USF : \$0.01 Payphone surcharge :\$0.4125	\$0.43
Inbound Toll Free	940-591-1200	800-642-3021	1.6 minutes	\$0.05	USF : \$0.01	\$0.06
Inbound Toll Free from cell phone	304-541-5620 (from 740 Area Code)	800-642-3021	0.5 minutes	\$0.01	USF : \$0.02	\$0.02
Calling Card	WV	FL	0.4 minutes	No bid	No bid	No bid
Calling Card – Operator Assisted	WV	WV	0.5 minutes	No bid	No bid	No bid
Calling Card	WV	WV	11.3 minutes	No bid	No bid	No bid
Directory Assistance	304-558-3456	411	N/A	Toll charges may apply	\$0.6375	\$0.6375
National Directory Assistance	304-924-5587	412-555-1212	N/A	Toll charges may apply	\$0.6375	\$0.6375
Directory Assistance	304-442-3125	304-555-1212	N/A	Toll charges may apply	\$0.6375	\$0.6375
User Dedicated T-1	N/A	N/A	N/A	\$300.00	No Charge	\$300.00
<b>TOTAL COST</b>						<b>\$303.1125</b>

*Note: The above rate table is for Domestic Long Distance, International rates can be found starting on page 13.*

REQUEST FOR QUOTATION  
LDPHONE13 (Long Distance Service)

Exhibit B  
Page 2 of 2

SERVICE: PER LINE	QUANTITY	UNIT COST	EXTENDED COST
Analog Intercom with Band A Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	13,981	**\$16.45	\$229,987.45
Analog Intercom with Band B Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	1,052	**\$16.45	\$17,305.40
ISDN BRI 2B+D CSV Centrex Line (includes all standard features set forth in applicable tariff)	1,332	\$29.50	\$39,294.00
ISDN BRI 2B+D CSD Centrex Line (includes all standard features set forth in applicable tariff)	254	\$29.50	\$7,493
<b>OPTIONAL FEATURES</b>			
Music in Queue	1	Not Available	Not Available
CMAC (per line)	6,033	\$0.11	\$663.63
SMDR via Tape ( <i>alternative solution Refer to Section 3.1.1.9</i> )	7	No Charge	No Charge
Voice Mail w/30 minutes storage	2,135	\$6.10	\$13,023.50
Voice Mail w/45 minutes of storage	46	\$8.11	\$373.06
Personal Receptionist	653	\$3.32	\$2,167.96
<b>INCLUDED IN CENTREX ANALOG AND ISDN LINE RATES:</b>			
ETN Backbone & Interexchange Features	1		
ISDN PRI	20		
<b>TARIFF RATES:</b>			
Exchange Access (Access Recovery Charge – ARC)	Per Line	\$2.00	\$32,730.00
Federal Subscriber Line Charge*	Per Line	\$8.81*	\$144,175.65
Credit SLC	Per Line	(\$8.81)*	(\$144,175.65)
<b>TOTAL COST</b>			<b>**\$343,038.00</b>

\*Note: The rate in legacy CTC of WV properties is \$9.20 per line; the SLC rates may fluctuate annually.

\*\* Nonbundled total = \$367,990.92

## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land	Mobile
	Termination Business Pricing	Termination Business Pricing
<b>A</b>		
Afghanistan (93)	\$2.00	\$2.00
Albania (355)	\$0.87	\$0.87
Algeria (213)	\$0.55	\$0.55
American Samoa (684)	\$0.40	\$0.40
Andorra (376)	\$0.36	\$0.36
Angola (244)	\$1.17	\$1.17
Anguilla (1-264)	\$0.50	\$0.50
Antarctica - Casey Base (672)	\$1.47	\$1.47
Antarctica - Scott Base (672)	\$0.73	\$0.73
Antigua (1-268)	\$0.44	\$0.44
Argentina (54)	\$0.43	\$1.00
Armenia (374)	\$0.79	\$0.79
Aruba (297)	\$0.36	\$0.36
Ascension Island (247)	\$0.88	\$0.88
Atlantic Ocean Region (247)	\$9.87	\$9.87
Australia - Land (61)	\$0.16	\$0.59
Austria (43)	\$0.17	\$0.67
Azerbaijan (994)	\$0.97	\$0.97
<b>B</b>		
Bahamas (1-242)	\$0.29	\$0.29
Bahrain (973)	\$0.67	\$0.67
Bangladesh (880)	\$0.98	\$1.03
Barbados (1-246)	\$0.43	\$0.43
Belarus (375)	\$0.57	\$0.57
Belgium - Land (32)	\$0.14	\$0.61
Belize (501)	\$0.63	\$0.63
Benin (229)	\$0.79	\$0.79
Bermuda (1-441)	\$0.31	\$0.31
Bhutan (975)	\$1.45	\$1.45
Bolivia (591)	\$0.53	\$0.74
Bosnia & Herzegovina (387)	\$0.63	\$0.63
Botswana (267)	\$0.65	\$0.65
Brazil - Land (55)	\$0.34	\$0.87
British Virgin Islands (1-284)	\$0.36	\$0.36
Brunei (673)	\$0.67	\$0.67
Bulgaria (359)	\$0.51	\$0.51
Burkina Faso (226)	\$0.95	\$0.95
Burundi (257)	\$1.39	\$1.39

## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land Termination	Mobile Termination
	Business Pricing	Business Pricing
<b>C</b>		
Cambodia (855)	\$1.70	\$1.70
Cameroon (237)	\$0.79	\$0.79
Canada (1)	\$0.07	\$0.07
Cape Verde Islands (238)	\$0.68	\$0.68
Cayman Islands (1-345)	\$0.36	\$0.36
Central African Rep (236)	\$1.25	\$1.25
Chad (235)	\$1.94	\$1.94
Chile-Land (56)	\$0.33	\$0.59
China - Land (86)	\$0.37	\$0.71
Christmas Island (61)	\$0.57	\$0.57
Cocos Island (61)	\$0.57	\$0.57
Colombia-Land (57)	\$0.43	\$0.92
Comoros (269)	\$2.79	\$2.79
Congo (242)	\$0.88	\$0.88
Cook Islands (682)	\$1.41	\$1.41
Costa Rica (506)	\$0.37	\$0.71
Croatia (385)	\$0.44	\$0.44
Cuba (53)	\$1.41	\$1.41
Cyprus (357)	\$0.47	\$1.79
Czech Republic (420)	\$0.45	\$0.86
<b>D</b>		
Denmark Land (45)	\$0.15	\$0.59
Diego Garcia (246)	\$1.33	\$1.33
Djibouti (253)	\$0.86	\$0.86
Dominica (1-767)	\$0.47	\$0.47
Dominican Republic (1-809)	\$0.37	\$0.37
<b>E</b>		
Ecuador Land (593)	\$0.52	\$0.71
Egypt (20)	\$0.63	\$0.97
El Salvador (503)	\$0.44	\$0.56
Equatorial Guinea (240)	\$2.04	\$2.04
Eritrea (291)	\$1.24	\$1.24
Estonia (372)	\$0.72	\$1.05
Ethiopia (251)	\$1.28	\$1.28
<b>F</b>		
Faeroe Islands (298)	\$0.45	\$0.45
Falkland Islands (500)	\$1.17	\$1.17
Fiji Islands (679)	\$0.85	\$0.85
Finland (358)	\$0.15	\$0.58

## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land Termination	Mobile Termination
	Business Pricing	Business Pricing
<b>F</b>		
France - Land (33)	\$0.14	\$0.65
French Antilles (596)	\$0.51	\$0.51
French Guiana (594)	\$0.51	\$0.51
French Polynesia (689)	\$1.05	\$1.05
<b>G</b>		
Gabon Republic (241)	\$0.86	\$0.86
Gambia (220)	\$0.62	\$0.62
Georgia (995)	\$0.82	\$0.82
Germany-Land (49)	\$0.14	\$0.58
Ghana (233)	\$0.57	\$0.57
Gibraltar (350)	\$0.81	\$0.81
Greece (30)	\$0.19	\$0.71
Greenland (299)	\$0.51	\$0.51
Grenada (1-473)	\$0.52	\$0.52
Guadeloupe (590)	\$0.50	\$0.50
Guantanamo Bay (5399)	\$1.49	\$1.49
Guatemala (502)	\$0.48	\$0.71
Guinea (224)	\$0.68	\$0.68
Guinea Bissau (245)	\$1.31	\$1.31
Guyana (592)	\$1.17	\$1.17
<b>H</b>		
Haiti (509)	\$0.67	\$0.99
Honduras (504)	\$0.66	\$0.66
Hong Kong - Land (852)	\$0.17	\$0.71
Hungary (36)	\$0.42	\$0.42
<b>I</b>		
Iceland (354)	\$0.41	\$1.48
India (91)	\$0.76	\$1.01
Indonesia (62)	\$0.48	\$0.59
Iran (98)	\$1.04	\$1.04
Iraq (964)	\$1.52	\$1.52
Ireland - Land (353)	\$0.15	\$0.53
Israel - Land (972)	\$0.22	\$0.59
Italy - Land (39)	\$0.15	\$0.61
Ivory Coast (225)	\$0.98	\$0.98

## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land Termination	Mobile Termination
	Business Pricing	Business Pricing
<b>J</b>		
Jamaica (1-876)	\$0.63	\$0.63
Japan - Land (81)	\$0.14	\$0.59
Jordan (962)	\$0.82	\$0.82
<b>K</b>		
Kazakhstan (7)	\$0.49	\$0.49
Kenya (254)	\$0.79	\$0.79
Kiribati (686)	\$1.05	\$1.05
Korea (North) (850)	\$2.57	\$2.57
Kuwait (965)	\$0.74	\$1.40
Kyrgyzstan (996)	\$0.87	\$0.87
	<b>Pricing</b>	<b>Pricing</b>
<b>L</b>		
Laos (856)	\$1.92	\$1.92
Latvia (371)	\$0.74	\$0.74
Lebanon (961)	\$0.95	\$1.90
Lesotho (266)	\$0.67	\$0.67
Liberia (231)	\$0.59	\$0.59
Libya (218)	\$0.76	\$0.76
Liechtenstein (423)	\$0.15	\$0.15
Lithuania (370)	\$0.95	\$0.95
Luxembourg (352)	\$0.15	\$0.68
<b>M</b>		
Macao (853)	\$0.61	\$0.61
Macedonia (389)	\$0.49	\$0.49
Madagascar (261)	\$1.76	\$3.36
Malawi (265)	\$0.57	\$0.57
Malaysia - Land (60)	\$0.38	\$0.59
Maldives (960)	\$1.14	\$1.14
Mali Republic (223)	\$1.15	\$1.15
Malta (356)	\$0.57	\$0.57
Marshall Islands (692)	\$0.61	\$0.61
Mauritania (222)	\$0.82	\$0.82
Mauritius (230)	\$0.98	\$0.98
Mayotte Island (269)	\$2.79	\$2.79

## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land Termination	Mobile Termination
	Business Pricing	Business Pricing
<b>M</b>		
Mexico 1-3 (52)	\$0.25	\$0.25
Mexico 4-8 (52)	\$0.25	\$0.25
Micronesia (691)	\$0.85	\$0.85
Moldova (373)	\$0.97	\$0.97
Monaco (377)	\$0.19	\$0.19
Mongolia (976)	\$1.34	\$1.34
Montserrat (1-664)	\$0.74	\$0.74
Morocco (212)	\$0.69	\$0.69
Mozambique (258)	\$1.00	\$1.00
Myanmar (95)	\$1.70	\$1.70
<b>N</b>		
Namibia (264)	\$0.63	\$0.63
Nauru (674)	\$1.07	\$1.07
Nepal (977)	\$1.02	\$1.02
Netherlands - Land (31)	\$0.14	\$0.61
Netherlands Antilles (599)	\$0.39	\$0.61
New Caledonia (687)	\$1.14	\$1.14
New Zealand - Land (64)	\$0.21	\$1.67
Nicaragua (505)	\$0.53	\$0.53
Niger (227)	\$0.72	\$0.72
Nigeria (234)	\$0.74	\$0.74
Niue Island (683)	\$1.99	\$1.99
Norfolk Island (672)	\$1.47	\$1.47
Norway - Land (47)	\$0.15	\$0.59
<b>O</b>		
Oman (968)	\$0.87	\$0.87
<b>P</b>		
Pakistan (92)	\$0.74	\$1.13
Palau (680)	\$1.02	\$1.02
Palestine (970)	\$0.37	\$0.37
Panama (507)	\$0.47	\$0.71
Papua New Guinea (675)	\$0.82	\$0.82
Paraguay (595)	\$0.52	\$0.52
Peru (51)	\$0.45	\$0.67
Philippines-Land (10)	\$0.39	\$0.71
Poland Land (48)	\$0.36	\$0.71
Portugal - Land (351)	\$0.21	\$0.71

## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land Termination	Mobile Termination
	Business Pricing	Business Pricing
<b>Q</b>		
Qatar (974)	\$0.83	\$0.83
<b>R</b>		
Reunion Island (262)	\$0.79	\$0.79
Romania (40)	\$0.67	\$0.67
Russia (7)	\$0.29	\$0.29
Rwanda (250)	\$0.98	\$0.98
<b>S</b>		
San Marino (378)	\$0.61	\$0.61
Sao Tome (239)	\$1.24	\$1.24
Saudi Arabia (966)	\$0.73	\$0.73
Senegal (221)	\$1.13	\$1.13
Seychelles Island (248)	\$1.18	\$1.18
Sierra Leone (232)	\$0.79	\$0.79
Singapore Land (65)	\$0.24	\$1.24
Slovakia (421)	\$0.49	\$0.49
Slovenia (386)	\$0.47	\$0.88
Solomon Island (677)	\$1.00	\$1.00
Somalia (252)	\$1.90	\$1.90
South Africa (27)	\$0.38	\$0.71
South Korea-Land (82)	\$0.19	\$0.71
Spain - Land (34)	\$0.15	\$0.55
Sri Lanka (94)	\$0.89	\$0.89
St. Helena (290)	\$0.98	\$0.98
St. Kitts & Nevis (1-869)	\$0.42	\$0.42
St. Lucia (1-758)	\$0.44	\$0.44
St. Pierre & Miquelon (508)	\$0.40	\$0.40
St. Vincent (1-784)	\$0.52	\$0.52
Sudan (249)	\$1.08	\$1.08
Suriname (597)	\$1.03	\$1.03
Swaziland (268)	\$0.60	\$0.60
Sweden - Land (46)	\$0.14	\$0.59
Switzerland - Land (41)	\$0.14	\$0.54
Syria (963)	\$0.99	\$0.99



## DIRECT DIAL - INTERNATIONAL RATES

Country/Code	Land Termination	Mobile Termination
	Business Pricing	Business Pricing
<b>T</b>		
Tadjikistan (992)	\$0.46	\$0.46
Taiwan - Land (886)	\$0.22	\$0.59
Tanzania (255)	\$0.80	\$0.80
Thailand (66)	\$0.39	\$0.39
Togo (228)	\$0.91	\$0.91
Tonga (676)	\$1.23	\$1.23
Trinidad & Tabago (1-868)	\$0.50	\$0.50
Tunisia (216)	\$0.62	\$0.62
Turkey (90)	\$0.49	\$0.71
Turkmenistan (993)	\$0.88	\$0.88
Turks & Caicos (1-649)	\$0.49	\$0.49
Tuvalu (688)	\$1.44	\$1.44
<b>U</b>		
Uganda (256)	\$0.64	\$0.64
Ukraine (380)	\$0.57	\$0.57
United Arab Emirates (971)	\$0.53	\$0.53
United Kingdom - Land (44)	\$0.09	\$0.59
Uruguay (598)	\$0.49	\$0.49
Uzbekistan (998)	\$0.39	\$0.39
<b>V</b>		
Vanuatu (678)	\$2.14	\$2.14
Vatican City (39)	\$0.20	\$0.20
Venezuela (58)	\$0.34	\$0.86
Vietnam (84)	\$1.24	\$1.66
<b>W</b>		
Wallis & Futuna (681)	\$2.28	\$2.28
Western Sahara (0)	\$0.80	\$0.80
Western Samoa (685)	\$0.87	\$0.87
<b>Y</b>		
Yemen Arab Republic (967)	\$1.07	\$1.07
Yugoslavia v(381)	\$0.63	\$0.63
<b>Z</b>		
Zaire (243)	\$0.71	\$0.71
Zambia (260)	\$0.70	\$0.70
Zimbabwe(263)	\$0.62	\$0.62

# Table of Contents

	Tab
Cover Letter.....	A
General Information.....	A
About Frontier.....	B
Frontier West Virginia .....	B
Frontier Financials.....	B
Frontier Response to LDPhone13.....	C
➤ Signed Solicitation – Page 9	
➤ Instructions to Bidders – Page 10	
➤ General Terms and Conditions – Page 14	
➤ Specifications – Page 29	
State Required Forms.....	D
Frontier Exhibits.....	E
➤ Frontier Service Agreement	
➤ Sample Centrex Invoice	
➤ Sample Long Distance Invoice	
➤ Exhibit 1 – Long Distance Reports	
➤ Customer Support and Trouble Resolution	

July 9, 2013

State of West Virginia  
Department of Administration – Purchasing Division  
Attn: Guy Nisbet  
2019 Washington Street East  
Charleston, WV 25305

Dear Mr. Nisbet,

On behalf of Frontier Communications, thank you for giving us the opportunity to continue serving the Centrex voice needs and to propose Frontier's long distance for the State of West Virginia. Frontier commits to being the conscientious and dedicated partner that can deliver the solutions and changes State of West Virginia requires going forward, ensuring you a secure and profitable future.

With Frontier, you can consolidate your communications with one provider, giving you advantages such as:

- **One Company** for any issues impacting your network services. This will prevent State of West Virginia from having to deal with multiple vendors for upgrading or troubleshooting.
- **Direct Access** to dedicated account management, engineering, and billing resources. This means dealing with people who know State of West Virginia, your network, and you.
- **Leading Edge, Reliable Services** backed by Frontier technicians and around-the-clock network monitoring.

The reliability and security of State of West Virginia's network is Frontier's first priority. Your account team includes experienced engineers and technicians, and we are available to serve you before, during and after installation. Should you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,



Chad Stepp  
Frontier Account Executive  
[chad.stepp@ftr.com](mailto:chad.stepp@ftr.com)  
(304) 410-5659

## General Information

### Nature of Proposal

This proposal is being submitted to State of West Virginia. The services set forth in this proposal will be provided by Frontier West Virginia Inc., and Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia and Frontier Communications of America, Inc., (collectively referred to herein as "Frontier").

This proposal is submitted in good faith with the intention of negotiating a legally binding definitive agreement following an award of business to Frontier. Frontier does not consider the proposal itself to be a legally binding offer to contract.

In the event of an award to Frontier, Frontier will provide State of West Virginia with a written agreement that includes mutually agreeable terms and conditions. Frontier expects that neither the RFP nor Frontier's proposal will be incorporated in any definitive agreement, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

### Confidentiality Statement

The attached documentation, and any oral communications regarding such documentation (collectively, the "Frontier Materials"), are the property of Frontier Communications and/or its affiliates, contain confidential and proprietary information of Frontier Communications and/or its affiliates, and are submitted to State of West Virginia, and its contractors in confidence subject to the following:

The Frontier Materials may be used by State of West Virginia and its contractors solely for the purpose of evaluating Frontier Communication's and its affiliates' products and services for possible purchase by State of West Virginia. State of West Virginia and its contractors agree to treat such Frontier Materials, including, without limitation, any pricing, terms and conditions, and any information relating to Frontier Communications or its affiliate's technology, business affairs, or marketing or sales plans, as strictly confidential.

State of West Virginia and its contractors agree not to copy the Frontier Materials, in whole or in part, or disclose them to others, except to persons who have a need to know for the evaluation purpose stated above and who agree, in advance, in writing, to be bound by this provisions, or except as may be required by law. If State of West Virginia is required by law to disclose the Frontier Materials (including, without

limitation, pursuant to any Freedom of Information Act request), State of West Virginia shall timely notify Frontier Communications of such compelled disclosure so that Frontier Communications has a reasonable opportunity to limit or challenge such disclosure. State of West Virginia and its contractors agree to return the written portions of the Frontier Materials to Frontier Communications upon written request.

State of West Virginia and its contractors agree that in the event of a breach or threatened breach of confidentiality, in addition to other remedies, Frontier Communications and/or its affiliates shall be entitled to specific performance and injunctive or other equitable relief. State of West Virginia and its contractors shall each be severally liable for its respective breach of the terms above. State of West Virginia and its contractors' review, use, or disclosure of the Frontier Materials shall constitute acceptance of the terms above.

### **Pricing Disclaimer**

Notwithstanding anything to the contrary in the RFP, and unless otherwise indicated in this proposal, prices do not include all taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Frontier Communications.

Frontier Communications' proposed pricing is based upon its response to this RFP. Frontier reserves the right to adjust the proposed pricing, if State of West Virginia does not accept the proposal in its entirety.

In addition, unless otherwise noted, all third-party charges are subject to change during the service term.

### **Validity Period**

Unless otherwise stated in this proposal, this proposal is valid for a period of forty five (45) days from the date submitted.

During this period promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guide unless fixed in this proposal.

Additionally, prices may change based upon any changes in terms and conditions agreed to by the parties.

## ABOUT FRONTIER COMMUNICATIONS



With over 100 years' experience, Frontier is a next-generation telecommunications provider of advanced technology platforms and fully integrated solutions that will lead the industry in the 21<sup>st</sup> century.

At Frontier, our strategy is to provide your business with a single, responsive source for telecommunications solutions. With our state-of-the-art

infrastructure and cutting-edge technology, we are uniquely positioned to help you take advantage of converging voice and data services. Our vision is to offer you unprecedented choice, flexibility and control. Our diverse data portfolio includes Private Line, Internet Access, Ethernet, Data Backup and Recovery, Data Center Services and Managed IP VPN Service. Frontier also offers traditional communications services such as Local Telephone Access, Long Distance, Voice & Data Communications Systems (CPE), Conferencing and Enhanced Services.

As your telecommunications needs advance, end-to-end service and support become critical to your business. Frontier has the necessary resources needed to monitor the network and ensure that your business operations are unaffected and uninterrupted. With over 14,500, 100 percent U.S. based, employees our teams operate cohesively 24 hours a day, 7 days a week to provide premier service to all customers on our network.

Our geographic footprint includes more than 3.1 million customers in 27 states, providing the business population in these areas with integrated business solutions.

With Frontier, you can count on constant reinvestment in network technology and services. Our ongoing improvements allow sophisticated interoperability of next-generation services. They also enable seamless voice and data convergence to support emerging business demands.

Frontier offers you the best of both worlds – local commitment (a 100 percent U.S.-based workforce) and global capabilities. The Frontier difference is providing our business customers with a state-of-the-art Optical and IP Network, a fully integrated product portfolio and specialized customer care.

### **Why Frontier Should Be Your Choice**

Frontier wants to be your first and only choice. We already make it possible for you to obtain reliable local, long distance, Internet and data services. Frontier is an organization focused on excellence by offering you the added convenience of working with a **dedicated Frontier Account Team** who understands your business and focuses on the cost-effective handling of your communications needs – **and** your total satisfaction with Frontier products and services.

Our strong understanding of your organization and its requirements has been enhanced by many years of hands-on engineering support, account management and technical service. We will work with you, one-on-one, to understand your specific communications needs. Your success is our utmost priority. Together, we will determine the best solution for your business.

We make it our priority to be there when you need us, from first installation to the ongoing support of your specialized telecommunications solution. Our team of experienced engineers and highly trained technicians are available to assist you in taking full advantage of Frontier products and services. With the experience of the Frontier team behind you, you will be able to focus on other key areas vital to your core business.

Frontier Communications is committed to helping you succeed. We believe that our proposal demonstrates this commitment by recommending solutions utilizing technologies that are available today and that have the ability to harness future technologies and network enhancements.

We have the network, the technology, the expertise, and the tenured people to help you operate at peak communications efficiency. We deliver services that empower people around the world to communicate easily and exchange information quickly. With a Frontier Communications solution, you will benefit from outstanding service quality, product flexibility, and competitive pricing. Your Frontier Communications Account Team looks forward to consulting with you about how the proposed services can help you achieve your business objectives.





## Frontier Facts / West Virginia

- West Virginia is divided into seven geographic markets. A General Manager leads each market and is responsible for the overall customer experience, as well as sales, marketing, government relations and community relations.
- Charleston, West Virginia, is East Region headquarters for Frontier.
- Frontier is the dominant communications provider in West Virginia, serving customers in all 55 counties.
- Since acquiring Verizon properties in 14 states in July 2010, Frontier has invested more than \$300 million to improve, strengthen and expand its communications network in West Virginia. That sum includes the \$108.9 million Frontier invested during 2012 in West Virginia. Frontier is on schedule to exceed its commitment to invest \$310 million in West Virginia from July 2010 through 2013.
- Frontier has increased broadband access since July 2010 to 162,000 additional West Virginia households – from 62 percent of households in the acquired markets to 87 percent today. Frontier, which committed to make Internet service available to more than 85 percent of the households in the newly acquired markets by 2014, met its commitment one year ahead of schedule.
- Frontier's broadband expansion program has delivered service to more than 500 West Virginia communities since July 2010. Many now have access to the Internet for the first time.
- Frontier Communications has built a 2,600-mile, next-generation Fiber 7.0 optic network across West Virginia that supports increased bandwidth and service reliability. Fiber 7.0, which uses Reconfigurable Optical Add-Drop Multiplexer (ROADM) technology, supports leading-edge broadband services. The investment in technology encourages companies to invest in West Virginia and other businesses to move to West Virginia.
- Frontier has strengthened its network since 2010 to allow enhanced broadband speeds in dozens of communities across the state. Depending on location, residential customers may have access to service of up to 25 megabits per second (Mbps) through Frontier's Broadband Ultra and Ultimate services. Businesses may have access to service of up to 40 Mbps. Frontier also offers speeds up to 10 gigabits per second through its Ethernet platform.
- Frontier serves small, medium and enterprise-level customers. Along with broadband, Frontier sees Commercial Sales as a key growth area. Customer Premise Equipment (CPE) (phone systems, routers, etc.) for businesses and e911 centers is a significant part of our customer solutions portfolio.



- During 2012, Frontier introduced Frontier Broadband, a satellite-supported service that delivers speeds of up to 5 Mbps download/1 Mbps upload to 15 Mbps download/2 Mbps upload. With this service, Frontier can provide broadband service to virtually every household in West Virginia.
- While developing its broadband network, Frontier has improved basic telephone service. Frontier's voice network weathered two landmark storms during 2012. In a filing with the West Virginia Public Service Commission, Frontier stated that its investments and work "have resulted in a 21 percent reduction in network troubles and a 55 percent reduction in customer complaints since July 2010."
- Frontier has about 2,000 employees in West Virginia.

# Frontier Financial Overview

## CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2012 AND 2011(\$ in thousands) CONSOLIDATED STATEMENTS OF OPERATIONS

	2012	2011
<b><u>ASSETS</u></b>		
Current assets:		
Cash and cash equivalents	\$ 1,326,532	\$ 326,094
Accounts receivable, less allowances of \$93,267 and \$107,048, respectively	533,704	585,157
Restricted cash	15,408	-
Prepaid expenses	66,972	63,422
Income taxes and other current assets	144,587	264,357
Total current assets	2,087,203	1,239,030
Restricted cash	27,252	144,680
Property, plant and equipment, net	7,504,896	7,547,523
Goodwill	6,337,719	6,337,719
Other intangibles, net	1,542,739	1,964,505
Other assets	233,822	214,862
Total assets	\$ 17,733,631	\$ 17,448,319
<b><u>LIABILITIES AND EQUITY</u></b>		
Current liabilities:		
Long-term debt due within one year	\$ 560,550	\$ 94,016
Accounts payable	338,148	519,548
Advanced billings	146,317	152,784
Accrued other taxes	66,342	64,392
Accrued interest	209,327	169,340
Other current liabilities	232,836	152,136
Total current liabilities	1,553,520	1,152,216
Deferred income taxes	2,357,210	2,458,018
Pension and other postretirement benefits	1,055,058	918,701
Other liabilities	266,625	225,858
Long-term debt	8,381,947	8,224,392
Equity:		
Shareholders' equity of Frontier:		
Common stock, \$0.25 par value (1,750,000,000 authorized shares, 998,410,000 and 995,128,000 outstanding, respectively, and 1,027,986,000 issued, at December 31, 2012 and 2011)	256,997	256,997
Additional paid-in capital	4,639,563	4,773,383
Retained earnings	63,205	226,721
Accumulated other comprehensive loss, net of tax	(483,576)	(386,963)
Treasury stock	(368,593)	(415,001)
Total shareholders' equity of Frontier	4,107,596	4,455,137
Noncontrolling interest in a partnership	11,675	13,997
Total equity	4,119,271	4,469,134
Total liabilities and equity	\$ 17,733,631	\$ 17,448,319

**FOR THE YEARS ENDED DECEMBER 31, 2012, 2011 AND 2010**

(\$ in thousands, except for per-share amounts)

	<u>2012</u>	<u>2011</u>	<u>2010</u>
Revenue	\$ 5,011,853	\$ 5,243,043	\$ 3,797,675
Operating expenses:			
Network access expenses	441,588	518,682	383,679
Other operating expenses	2,234,553	2,278,419	1,611,137
Depreciation and amortization	1,266,807	1,403,175	893,719
Acquisition and integration costs	81,737	143,146	137,142
Total operating expenses	<u>4,024,685</u>	<u>4,343,422</u>	<u>3,025,677</u>
Operating income	987,168	899,621	771,998
Investment income	13,011	2,391	6,848
Losses on early extinguishment of debt	(90,363)	-	-
Other income, net	7,121	9,135	13,690
Interest expense	<u>687,985</u>	<u>665,196</u>	<u>521,820</u>
Income before income taxes	228,952	245,951	270,716
Income tax expense	<u>75,638</u>	<u>88,343</u>	<u>114,999</u>
Net income	153,314	157,608	155,717
Less: Income attributable to the noncontrolling interest in a partnership	<u>16,678</u>	<u>7,994</u>	<u>3,044</u>
Net income attributable to common shareholders of Frontier	<u>\$ 136,636</u>	<u>\$ 149,614</u>	<u>\$ 152,673</u>

*In a continuing effort to "go green", an income statement and consolidated balance sheet have been included as a reference to Frontier's financial health. Frontier publishes its financial information at the following website. <http://investor.frontier.com/>*



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

# Solicitation

NUMBER  
LDPHONE13

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
GUY NISBET  
304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE  
Frontier West Virginia, Inc.  
Citizens Telecommunications Company  
of West Virginia and  
Frontier Communications of America, Inc.  
1500 MacCorkle Ave  
Charleston, WV 25396

ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED  
05/20/2013

BID OPENING DATE: 06/25/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOE	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	IS		915-77		
TELEPHONE SERVICES, LOCAL AND LONG DISTANCE.						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A STATEWIDE "OPEN-END" CONTRACT TO PROVIDE TRADITIONAL LONG DISTANCE (INTRASTATE, INTERSTATE, AND INTERNATIONAL) AND NECESSARY DEDICATED T-1'S TO HANDLE THE TRAFFIC, CALLING CARDS, INBOUND TOLL FREE CALLING AND DEDICATED T-1'S IF APPLICABLE, AND DIRECTORY ASSISTANCE, PER THE ATTACHED TERMS & CONDITIONS, AND SPECIFICATIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ LDPHONE13 ***** TOTAL:						
SIGNATURE <i>R. C. [Signature]</i>				TELEPHONE 304-410-5659		DATE 9 July 13
TITLE Account Executive				FAX 55-01452020, 55-0276420, 06-1381497		ADDRESS CHANGES TO BE NOTED ABOVE

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

**INSTRUCTIONS TO VENDORS**  
**SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids.

Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

--

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid

meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

June 10, 2013 at 1 PM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305

Fax: 304-558-3970

Email: [Guy.L.Nisbet@WV.Gov](mailto:Guy.L.Nisbet@WV.Gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:    ☐ Technical  
                 ☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

June 25, 2013 at 1:30PM. EST.

**Bid Opening Location:  
Division**

Department of Administration, Purchasing

2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**FRONTIER RESPONSE: Read and Understood the above Section - Instructions to Vendors Submitting Bids.**



## GENERAL TERMS AND CONDITIONS:

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

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

☒ Term Contract

Initial Contract Term: This Contract becomes effective 

award
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and extends for a period of 

one (1)
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 year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 

two (2)
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 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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 days.

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

☐ Other: See attached.

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

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

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

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

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

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

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

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

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

- ☐ BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of  . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- ☐ Commercial General Liability Insurance:  
 or more.
- ☐ Builders Risk Insurance: builders risk-all risk insurance in an amount equal to  
100% of the amount of the Contract
- ☐
- ☐
- ☐
- ☐
- ☐

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

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

- ☐
- ☐
- ☐

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

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

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

for

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

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated here in, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § SA-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendors failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-



37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W.Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W.Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W.Va. CSR § 148-22-9.

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

**24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

**25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

**28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

**29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/dentuJt.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining



when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**Frontier Response: Exception – Please refer to Exhibit – Frontier Service Agreement (FSA).** We propose the FSA in response to the RFP, as supplemented by the required WV-96, be the starting point for negotiation to the parties' mutual satisfaction.

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

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

**38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at

<http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>.

Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.

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

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption

that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect,

which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

**46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation,

reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**Frontier Response:** Exception – Please refer to Exhibit – Frontier Service Agreement (FSA). We propose the FSA in response to the RFP, as supplemented by the required WV-96, be the starting point for negotiation to the parties' mutual satisfaction.

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

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

**49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).



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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is

greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts award in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a statewide contract for traditional long distance (intrastate, interstate, and international) and the necessary dedicated T-1s to handle the traffic, calling cards, inbound toll free calling and dedicated T-1s if applicable, and directory assistance. Vendors are also invited to provide bids to replace the current Custom Digital Centrex Network.

A consolidated backbone network serves WV state government and educational institutions. Dedicated intralata facilities within the network are currently leased from Frontier. This network carries international switched facilities, all inbound calling functions, interlata connectivity (dedicated and switched), interstate connectivity (dedicated and switched) and toll free services (inbound and outbound). The State has provided a spreadsheet listing the current usage (Attachment A) and a list of the current connectivity (Attachment B). Vendors must note that the quantities listed are approximate only and are not to be considered "guaranteed".

There are 31 Centrex nodes placed strategically throughout the State. The reason for the strategic placement of these nodes is/was to offer a wider area for local calling. In addition to routing the calls made through these Centrex nodes (ARS), these nodes also provide the local dial tone and telephone lines to the respective geographic areas. With regards to long distance, they are placed via either dedicated or switched at the same rate. Egress points for this traffic are located in Charleston, WV and Clarksburg, WV.

Examples:

A. An agency is connected/serviced through the Centrex node in Huntington, WV. When this agency wants to call Morgantown, WV, the call is processed at the Huntington node and via ARS, the call gets routed across the network (and the LATA crossing) and hops off at the Morgantown, WV node and results in a local call.

B. When this same agency (referenced above) wants to make a long distance interstate call, the call gets routed from the Huntington, WV Centrex node to the Charleston egress, hops off on to the Long Distance provider's network and completes the call.



C. When this same agency (referenced above) wants to call another agency in the Bluefield LATA, the call is routed to the Charleston egress point, where it hops off onto the Long Distance provider's network, stays on the Long Distance provider's network to Bluefield, hops off at the correct Central Office and completes the call.

D. When an agency that is not connected/serviced through a Centrex node wants to make a call to any place other than its local calling area (intralata, interlata, interstate, etc.), the calls gets switched at the Central Office by means of a LPIC/PIC code to the Long Distance provider's network and the call is completed.

E. When an agency has a dedicated T-1 line for Long Distance access, their telephone system acts as the ARS to route calls either across the LEC's lines or across the dedicated Long Distance provider's facilities.

In addition to the dedicated facilities for the egress points, some agencies have dedicated T-1s to handle their inbound toll free traffic as well as the outbound long distance. It should also be noted that not all state services related to this contract are currently being handled by the State's incumbent provider. This may be, partially, due to: exempt agencies (legislative, judicial, higher education) or services that have not been identified as needing to be converted to the statewide contracted services.

#### **Frontier Response: Read and Understood**

## **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.

**2.1 "Contract Item" or "Contract Items"** means traditional long distance (Intrastate, Interstate, and International) and the necessary dedicated T-1s to handle the traffic, calling cards, inbound toll free calling and dedicated T-1s if applicable, directory assistance, and Centrex Services.

**2.2 "Pricing Pages"** mean the pages upon which the Vendor should list its proposed price for the Contract Services in the manner requested by thereon. Exhibit A is the pricing pages showing the cost of each item and Exhibit B is the scenarios from which the evaluation will be based.

**2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as: LDPHONE13.

**2.4 "ARS"** means Automatic Route Selection.

**2.5 "Centrex"** means a PBX-like service providing switching at the central office instead of at the customer's premises.

**2.6 "Dedicated"** means network access for locations with sufficient traffic volumes to support circuits devoted to the direct access of the carrier.

**2.7 "DSL"** means Digital Subscriber Line. This is a technology that provides Internet access by transmitting digital data across the wires of a local telephone network.

**2.8 "FCC"** means Federal Communications Commission.

**2.9 "INTERLATA"** means a call that is placed within one LATA (Local Access Transport Area) and received in a different LATA. These calls are carried by a long distance company.

**2.10 "INTRALATA"** is also known as "local toll" or "local long distance." These are calls that originate and terminate in the same Local Access Transport Area (LATA), but still require a 1 + in order to complete them. Your local carrier is allowed by law to reserve a geographic area (not more than 50 miles) around your home for intralata calls NOT passed to your long distance carrier. These areas (in some localities called "zones") are typically listed in the front of your local phone book.

**2.11 "ISDN"** means Integrated Services Digital Network (ISDN) is a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network.

**2.12 "IXC"** means Inter Exchange Carrier.

**2.13 "LATA"** means Local Access Transport Area also called Service areas by some telephone companies. It's a local (one of approximately 196) geographical areas in the US within Which a local telephone company may offer telecommunications services-local or long distance.

**2.14 "LEC"** means Local Exchange Carrier.

**2.15 "LPIC/PIC"** means Local Primary Interexchange Carrier/Primary Interexchange Carrier.

**2.16 "NPA"** means Numbering Plan Area is a three digit code commonly called an area code.

**2.17 "NXX"** means Central office code, also known as exchange or prefix.

**2.18 "PIC"** means Primary Interexchange Carrier - the primary long distance carrier through which all interstate long distance calls are made (I+ dialing).

2.19 "PRI" means Primary Rate Interface.

2.20 "Project Manager" means responsible party for managing the implementation and conversion of this contract, as well as serving as the Single Point of Contact for the life of the contract.

2.21 "Q931" means standard ISDN connection control signaling protocol.

2.22 "SLD" means Schools and Libraries Division of the Universal Service Administration Company

2.23 "SPOC" means Single Point of Contact.

2.24 "Switched" means network access via the State's contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.

2.25 "TCR" means Telecommunications Change Request.

2.26 "USAC" means Universal Service Administration Company.

2.27 "USF" means Universal Service Fund.

2.28 "WVOT" means West Virginia Office of Technology.

Frontier Response: Read and Understood Section 2, subsections 2.1 through 2.28.

### 3 GENERAL REQUIREMENTS:

#### 3.1 Mandatory Contract Services Requirements and Deliverables: Contract

Services must meet or exceed the mandatory requirements listed below.

##### 3.1.1 Long Distance Services

3.1.1.1 Per Minute Charges shall be based and billed on six (6) second increments after the initial eighteen (18) second increment.

Frontier Response: Comply, as stated in Addendum No. 02.

3.1.1.2 Per Minute Charges for long distance calls shall be the same regardless if the call is made using switched or dedicated facilities. If a change to the current environment described above changes, the vendor must describe what impact, if any, this would have on the vendor's pricing and/or ability to deliver contracted services.

Frontier Response: Comply

**3.1.1.3** All connectivity charges and coordination efforts required to connect to the two egress points will be the responsibility of the successful vendor.

**Frontier Response: Comply**

**3.1.1.4** The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. A summary of the analysis must be reported to WVOT quarterly.

**Frontier Response: Comply**

**3.1.1.5** The two egress points must have switched overflow capabilities in addition to the dedicated facilities.

**Frontier Response: Comply –** For inbound Toll Free calls, Frontier can provide automatic overflow for the State agency locations serviced via dedicated PRIs whereby incoming calls can automatically be routed to a switched access lines (Centrex and/of BIs) in the event of all circuits busy or out of service conditions of the PRI.

**3.1.1.6** Transition to the new service should be transparent to the station user. Dialing procedures must remain unchanged.

**Frontier Response: Comply**

**3.1.1.7** The vendor must be completely responsible for coordinating with the local exchange carriers in getting the LPIC/PIC code changed and placing a freeze on the changes for all existing outbound long distance services. This will be at no cost to the State. The WVOT realizes any current LPIC/PIC freeze will be the State's responsibility to lift until the new LPIC/PIC changes are made.

**Frontier Response: Comply**

**3.1.1.8** Vendor must provide international calling. Although the per minute rate proposed by the vendor for International calling will not be included as part of the cost evaluation, this rate must be included as part of the vendor's response.

**Frontier Response: Comply**

**3.1.1.9** Call detail records must be provided in an electronic format as specified by the WVOT for all calls made through the switches. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call and cost per call.

**Frontier Response: Comply** - Frontier can provide "Summary" and "Detail" tele-management reports via "My Frontier Business Account" that can provide this requested information. See Exhibit 1 for list of optional Summary and Detail reports.

**3.1.1.10** The Vendor cannot bill for more than one circuit at any one location.

**Frontier Response: Deleted per Addendum No. 02**

### **3.1.2 Calling Cards**

**3.1.2.1** The vendor will be responsible for issuing approximately 4,000 replacement cards.

**Frontier Response:** Frontier no longer directly provides Calling Card service. If leaving the calling cards with your current provider is not an option, and if this is a condition of award for the Long Distance service, Frontier will discuss alternative service options to accommodate this nominal calling card traffic.

### **3.1.3 Inbound Toll Free Calling**

**3.1.3.1** Based on FCC 800 portability regulations, no change in the present toll free numbers shall be acceptable.

**Frontier Response: Comply**

**3.1.3.2** All converted and/or new dedicated facilities (i.e., T-1s, PRIs, etc.) must be included in the cost per minute. The state shall not pay a separate charge for these facilities.

**Frontier Response: Comply, as further qualified per 3.1.4.3.**

**3.1.3.3** The vendor must provide "advanced" features for supporting inbound toll free services. This shall include, but not be limited to, the features listed below. Where available, the State has identified the estimated quantity. The quantities of these features may change; therefore, the vendor must describe how changes in these quantities affect the bottom line cost.

Call Referral: This feature allows the toll free call to connect to the Customer's CPE (Customer Premise Equipment). The toll free call is routed based on caller-entered digits (i.e., "Please Press 1 to hear about White Water Rafting") or rotary default (i.e., "If you do not have a touch tone phone, please stay on the line.").

Caller Transfer: This feature allows a caller to be transferred to another toll free number based on the digits entered (i.e., "Press 1 if you are interested in making reservations at Canaan Valley State Park.") The caller would have dialed the 1-800-CALLWVA but when they press 1, they would be transferred to the 800 number of Canaan Valley.

Informational Announcement: This feature offers a recorded voice message which may be used to assist in call routing. The message may be a menu of options, information prior to call termination, or information prior to connecting the call to the customer's location.

**Frontier Response:** Frontier can provide the State with an Automated Attendant service allowing for the support of these Call Referral, Call Transfer and Informational Announcement applications.

**Frontier's Premium Attendant Service** provides the reliability and customization capabilities to meet all of the State's requirements. Platform attributes include: Multi-level menu options; Flexible Announcement presentation options; "Dial-by-Name or Extension" menu options. Set-up and administration can be managed via our web-based CommPortal.

Upon award, Frontier will collaborate with the State to fully review current in-bound enhanced call routing applications in order to design, optimize, engineer (call path trunking requirements), configure and test the new applications as they transition to Frontier.

Area Code Routing: This feature allows a customer to route calls to the same toll free number to a different terminating location (switched or dedicated) based on the originating area code of the caller. Quantity: 4

Area Code Selection: This feature allows a customer to allow or block calls to a toll free number based on the originating area code of the caller. Quantity: 42

Area Code/Exchange Routing: This feature allows a customer to (1) route calls to the same toll free number to different terminating locations (switched or dedicated) based on the originating area code (NPA) and exchange (NXX) of the caller and (2) allows a customer to block calls to a toll free number based on the originating area code (NPA) and exchange (NXX) of the caller. Quantity: 6

Day of Week Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the day of the week. Quantity: 9

Time of Day Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the time of the day. Days may be divided into 15 minute increments. Quantity: 23

**Frontier Response:** Frontier can support all of these enhanced Toll Free routing requirements: NPA Routing and/or Blocking; NPA\NXX Routing and/or Blocking; Day of Week and Time of Day Routing and/or Blocking. Upon award, Frontier will work with the State to complete a detailed audit and specification document of all enhanced routing\blocking requirements.

**3.1.3.4** During Implementation/Conversion, the vendor is responsible for providing weekly updates for all toll free services that are being processed via a "Responsible Organization Change Authorization" (Resporg) form.

**Frontier Response:** Comply

**3.1.3.5** Call detail records must be provided in an electronic format as specified by the WVOT for all inbound toll free calls. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call, cost per call, and if the call was made from a payphone.

**Frontier Response: Comply.** Frontier can provide "Summary" and "Detail" tele-management reports via "My Frontier Business Account" that can provide this requested information.

Refer to Exhibit 1 for list of optional Summary and Detail reports.

#### **3.1.4 Dedicated Facilities**

**3.1.4.1** The vendor must provide, at no additional cost to the State, dedicated T-1s to carry the traffic (inbound and outbound) via the egress points (Charleston and Clarksburg). All costs associated with the egress points must be paid by the vendor.

**Frontier Response: Comply, as further stipulated in 3.1.4.3.**

**3.1.4.2** The vendor is responsible for monitoring the dedicated facilities located at the egress points and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. A summary of the analysis must be reported to the WVOT quarterly.

**Frontier Response: Comply**

**3.1.4.3** The vendor must provide T-1s at no additional cost to the State, to support users requiring dedicated facilities to support their inbound and/or outbound traffic with an average usage of 50,000 or more minutes per month.

**Frontier Response: Comply**

**3.1.4.4** The vendor is to provide the costs associated with a dedicated T-1 installed at a user's facility to support their inbound and/or outbound traffic with average usage of less than 50,000 minutes per month. The vendor shall identify the one-time costs and monthly recurring costs for said T-1 on the Mandatory Price Quote.



If the rate is based on the user's proximity to a vendor's POP, the vendor shall identify the location of their POPs supporting the State of West Virginia.

Listed below is the State's current inventory for T-1s:

QTY	NPA	NXX	
2	304	293	
1	304	340	
1	304	344	Charleston Egress Location
3	304	384	
4	304	442	
1	304	558	
6	304	696	
2	304	744	
1	304	786	
3	304	926	
1	304	622-627	Clarksburg Egress Location

**Frontier Response: Comply**

### **3.1.5 Directory Assistance**

**3.1.5.1** The vendor shall provide Dial "0" Operator Assistance and Interstate Directory Assistance.

**Frontier Response: Comply**

**3.1.5.2** In the event Operator services fail or overflow, the vendor shall have alternate routing to other facilities or another IXC operator and such alternate routing shall be transparent to the end user.

**Frontier Response: Comply**

### **3.1.6 Replacement of Centrex Digital Access Intercity Network**

**3.1.6.1** The Vendor will own and manage all the communication equipment and software necessary to implement the Centrex Service.

**Frontier Response: Comply**

**3.1.6.2** The Vendor will provide analog intercom with Band A Mileage including all standard features set forth in the applicable tariff for ARS Deluxe features.

**Frontier Response: Comply**

**3.1.6.3** The Vendor will provide analog intercom with Band B Mileage including all standard features set forth in the applicable tariff for ARC Deluxe features.

**Frontier Response: Comply**

**3.1.6.4** The Vendor will provide ISDN BRI 2B+D C S V Centrex Lines including all standard features set forth in the applicable tariff.

**Frontier Response: Comply**

**3.1.6.5** The Vendor will provide ISDN BRI 2B+D CSD Centrex Lines including all standard features set forth in the applicable tariff.

**Frontier Response: Comply**

**3.1.6.6** The ETN Backbone and Interexchange Features will be included in the cost of the Centrex analog and ISDN line rates.

**Frontier Response: Comply**

**3.1.6.7** The ISDN PRI costs will be included in the cost of the Centrex analog and ISDN line rates.

**Frontier Response: Comply**

**3.1.6.8** The Vendor will provide the following optional features: Music in Queue, Centralized Monitoring and Assistance (CMAC) per line, Station Message Detail Recording (SMDR) via Tape, Voice Mail w/30 minutes of storage, Voice Mail w/45 minutes of storage, and the Personal Receptionist feature.

**Frontier Response: Comply with clarification regarding Music in Queue and the SMDR.**

Music in queue is a feature provided by the states customer premise equipment.

SMDR - Refer to 3.1.1.9 - Frontier can provide raw CDRs, via EDI interface, and/or Summary and Detail tele-management reports via "My Frontier Business Account". See Exhibit 1 for list of optional Summary and Detail reports.

Personal Receptionist is now known as Operator Revert feature.

**3.1.6.9** The Vendor will provide DSL Internet access by providing digital data over the wires of the local telephone network.

**Frontier Response: Comply**

**3.1.6.10** The Vendor will provide 4-wire voice grade service.

**Frontier Response: Comply**

### **3.1.7 Implementation/Conversion**

3.1.7.1 The Start Date for Implementation/Conversion shall begin no later than fifteen (15) business days after the vendor has received the list of information from the State as outlined by the vendor in response to this mandatory specification. The vendor should submit, as part of their response, the type of information and level of detail required from the WVOT for the implementation/conversion process. Prior to award, the actual information/detail will be mutually agreed upon by both the vendor and the WVOT.

**Frontier Response: Comply**

**3.1.7.2** Implementation/Conversion of existing services shall be as per the following timeframes:

a. Outbound long distance (interexchange) services in place at the time of award must be converted to the new carrier no later than 60 calendar days after the Start Date at no additional cost to the State. Dedicated outbound long distance services shall be converted within 45 calendar days after the aforementioned outbound long distance services are converted.

b. Calling cards must be converted to the new carrier no later than 45 calendar days after the Start Date at no additional cost to the

State.

c. Inbound toll free services, without dedicated T-1 s and/or Advanced features, must be converted no later than 90 calendar days after the Start Date at no additional cost to the State. All remaining toll free services must be converted no later than 45 days after the initial toll free services have been converted.

**Frontier Response: Comply with Clarification – With exception to Calling Cards, refer to Section 3.1.2.1**

**3.1.7.3** If the vendor fails to meet the required implementation/conversion timeframes within 180 calendar days from the Start Date, the State has the option of withholding 10% of the invoiced charges for each month the time frames are not met. If, after an additional 60 calendar days, these time frames still will have not been met, the State reserves the right to rebid the services and any money that has been withheld will revert back to the WVOT.

**Frontier Response: Comply**

**3.1.7.4** Prior to actually beginning the implementation/conversion process, an initial face-to-face meeting will be held at the WVOT facility for all key members of the vendor's project team and the WVOT staff. This meeting shall occur within fifteen (15) business days of award.

**Frontier Response: Comply**

**3.1.7.5** The vendor must submit, as part of their response: a) a detailed implementation plan that insures the smooth transition to the new service; (b) a sample of their electronic billing; and (c) an overview of the vendor's customer support and trouble resolution services. Be advised that WVOT has limited resources to dedicate to this project so the State expects the vendor to assume all of the responsibilities required for implementation/conversion.

**Frontier Response: We agree a smooth transition is paramount. As the incumbent provider of the States Centrex service implementation will be minimal.**

**As for the migration of Long Distance service from your current provider to Frontier implementation would be as follows:**

This process document will provide a brief overview of the roles and responsibilities for post-sale implementation of Long Distance service. It is the role of the Project Manager to make customer applications for each business their business!

Through data collection and relationship building, a Project Manager can tailor each installation to meet the needs of all telephony requirements for a business thus, ensuring a smooth transition for the customer and end user.

Below are the high level steps of any given Long Distance migration:

- ❖ Account Manager obtains required signatures for customer contacts.
- ❖ The Project Manager is assigned and makes initial call to contact:
  - Initial introduction – Being a single point of contact to the customer throughout installation.
  - Reviews the scope of work
  - Reviews the equipment and confirms the type of services requested.
  - Works closely with the Team dedicated to the State of West Virginia account.
- ❖ The Project Manager will work with all internal Teams on order activity.
- ❖ The Project Manager ensures:
  - Orders created for Long Distance service have proper due dates.
  - Dedicated customer support by providing a Team dedicated to the State of West Virginia account. This dedicated support will ensure immediate responses for troubles, billing, and orders by both telephone and email access. The State of West Virginia team has a telephone number dedicated to all State of West Virginia agencies as well as a dedicated email address. You will be greeted by a team member that is knowledgeable of and dedicated to the State of West Virginia account and its needs
  - There is 24/7 project manager availability for trouble tickets that need escalation.
- ❖ The Project Manager will work with all internal departments to schedule migration of Long Distance service.

- ❖ Thorough inbound and outbound test calls are made to ensure the requested Long Distance service is properly working, and satisfaction of customer is achieved.
- ❖ The Project Manager will then ensure customer acceptance and provide a “sign off” on services installed.
- ❖ The Project Manager and State of West Virginia Team will ensure the billing of all services as per the written contract.

B) Sample billing may be found under Exhibits.

C) Customer Support and Resolution may be found under Exhibits.

**3.1.7.6** The vendor will be responsible for any PIC Switching fees. This fee is charged by the local provider when you change long distance carriers.

**Frontier Response: Comply**

**3.1.7.7** The vendor will be responsible for any Local Number Portability Charges incurred when switching from one local telephone service provider to another. All agencies must have the ability to retain, at the same location, their existing local telephone numbers.

**Frontier Response: Comply**

### **3.1.8 Project Management**

#### **3.1.8.1 Transition Project Manager**

**3.1.8.1.1** The vendor shall be required to designate a person as the single point of contact who is responsible for managing the implementation and conversion of these services. The Transition Project Manager will be housed at the WVOT's facility in Charleston, WV until 90% of all existing services have been completely converted.

**Frontier Response: Understood and Will Comply**

**3.1.8.1.2** A kick-off meeting will be scheduled within fifteen (15) business days of the contract award. The Vendor's key personnel and other appropriate individuals shall be in attendance. The draft Implementation Plan submitted by the Vendor with his bid will be discussed at this meeting. The final versions of this document shall be provided within ten (10) business days of the Kick-Off Meeting. At the kick-off meeting, the State will provide to the Vendor the long distance account inventory information including agency name, division, agency address, agency telephone number.

**Frontier Response: Understood and Will Comply**

**3.1.8.1.2** At a minimum, the Transition Project Manager shall be onsite at least three (3) full business days each week (9 AM – 5 PM, EST). WVOT will provide network and Internet connectivity for the Transition Project Manager but all PC hardware, software, and peripherals shall be the responsibility of the vendor. Additionally, any VPN access that may be needed by the Transition Project Manager shall be the responsibility of the vendor. To meet this requirement, there will be no additional cost to the State, including, but not limited to travel, lodging, and meals. All costs shall be inclusive.

**Frontier Response: Understood and Will Comply**

### **3.1.8.2 Contract Project Manager**

**3.1.8.2.1** After the Implementation and conversion is complete, the Vendor will assign a Contract Project Manager to serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc. for the life of the contract. The Contract Project Manager shall be available to the State staff via a nationwide toll free calling service, and will meet with the WVOT staff at the WVOT facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the WVOT. This meeting will be used to keep the bill reconciled and to deal with any disputes.

**Frontier Response: Understood and Will Comply**

**3.1.8.2.2** The Contract Project Manager shall be responsible for ensuring all vendor staff supporting the State's account will be advised of the contract, the terms and conditions, operational requirements, etc. This shall be required if, or when, the vendor assigns/reassigns new staff to the

account. The Contract Project Manager will be required to ensure all of the information necessary to effectively support the State's account is conveyed during any vendor staff transition. The Project Manager shall be responsible for ensuring appropriate vendor personnel are available to provide overall account management.

**Frontier Response: Understood and Will Comply**

**3.1.8.2.3** The Contract Project Manager may appoint a designee to serve in his place as SPOC for specific functions (i.e. new services). If the Contract Project Manager does such, the WVOT shall be notified in writing of this appointment. At a minimum, the Contract Project Manager must provide the employee's name, all contact information (telephone number, e-mail, etc.), escalation personnel, and the area(s) of responsibility.

**Frontier Response: Understood and Will Comply**

**3.1.8.2.4** The WVOT reserves the right to request a new Contract Project Manager if the WVOT notifies the vendor of project defects, milestones not being met, etc. and the vendor fails to correct the issues within a mutually agreeable time frame.

**Frontier Response: Understood and Will Comply**

**3.1.8.2.5** The Contract Project Manager is responsible for monitoring and reporting on the status of new installations. The Contract Project Manager will contact WVOT when new installations are scheduled and when the new installation is completed.

**Frontier Response: Understood and Will Comply**

**3.1.8.2.6** The Contract Project Manager is responsible for monitoring and reporting on the status of interruptions to service (incidents). For any outages, periodic status updates are required until service has been restored. Once service has been restored, the Vendor will contact the agency and WVOT that the issue has been resolved.

**Frontier Response: Understood and Will Comply**

### **3.1.9 Traffic Study**

**3.1.9.1** The Vendor shall perform and report a traffic study on the dedicated services no more than one hundred twenty (120) days



after the installation is approved by the State. The traffic study report shall contain at a minimum total calls and total duration times, and any recommended actions (e.g., add or remove trunks) to maintain a P.01 grade of service, that may stem from the results of the traffic study.

**Frontier Response: Understood and Will Comply**

**3.1.9.1** Subsequent studies and their reports must be performed every 12 to 18 months thereafter and submitted to WVOT within fifteen (15) business days of the report being finalized.

**Frontier Response: Understood and Will Comply**

### **3.1.10 Billing and Payment**

All services offered under this contract that are managed by the WV Office of Technology (WVOT) will be billed on one (1) master account with subaccounts, as defined by the State. The master account is an aggregate of all subaccounts, both usage and cost. The detailed information for the master account is provided at the subaccount level (i.e., call record detail, etc.). The WVOT is responsible for administering the services under this contract, allocating the charges to the respective customers and collecting their payment, and then rendering payment to the vendor via the master account invoice.

**Frontier Response: Understood and Will Comply**

**3.1.10.1** All moves, adds, disconnects, or changes to services offered under this contract and billed via the master account are managed via a Telecommunications Change Request (TCR) form. A copy of the TCR and instructions on the use of the TCR can be found at <http://www.technology.wv.gov/Products/And/Services/Pages/DownloadableForms.aspx>. This TCR is required to be approved by the WVOT and submitted to the vendor for processing. Any charges incurred on the master account without an approved TCR are not considered valid and will not be paid. WVOT is in the process of modifying/automating the TCR process. The Vendor must agree to work with WVOT to insure that the vendor's system will function properly when the new process is implemented.

**Frontier Response: Understood and Will Comply**

**3.1.10.2** All charges incurred by any State agency required to submit a TCR for services offered under this contract must be billed via a master account by the vendor. For any charges that fail to bill on the master account, the WVOT reserves the right to refuse payment.

**Frontier Response: Understood and Will Comply**

**3.1.10.3** When a number is added to an account with charges from a vendor other than the long distance vendor, the long distance vendor agrees to assume all responsibility for these charges. For instance, currently when a number is added, Sprint creates an account and submits a bill to the State. The long distance vendor must either work out an arrangement with the other vendor so that the long distance vendor is charged directly, or the long distance vendor must agree to pay the invoice on behalf of the State.

**Frontier Response: Understood and Will Comply**

**3.1.10.4** The invoice should reflect the Previous Balance Due, any credits, debits, and adjustments that are to be applied against the Previous Balance Due, and the Current Month Charges (charges for the current billing period). These amounts should equal the Total Balance Due.

Previous Balance Due	\$100.00
Payment Received	-\$10.00
Adjustments*	-\$20.00
Past Due Charges	\$ 70.00
Current Month	\$ 50.00
Charges Total Balance Due	\$120.00

\*Any adjustments made toward a previous monthly charge.

For example, if the current billing month is October and a credit needs to be applied for services billing in August, the October invoice would show the previous (or unpaid balance) along with credits, debits and/or adjustments plus the total current charges. These entries would equal the "Total Balance Due".

**Frontier Response: Understood and Will Comply**

**3.1.10.5** Additional billing for past billing periods must be within five (5) months (ultimately allowing a total of six (6) months billing at any one time. All credits, debits, and/or adjustments for prior

month's billing must be applied no later than two (2) billing cycles from when the billing error was submitted to the vendor.

**Frontier Response: Understood and Will Comply**

**3.1.10.6** The Vendor must comply with the terms of Senate Bill 700 and the Legislative Rules with regards to billing and payment. See <http://legis.state.wv.us/legishp.html> for a copy of the Senate Bill and <http://www.wvsos.org/adlaw/proposed/161-02%20cr.pdf> for the Legislative rules.

**Frontier Response: Understood and Will Comply**

**3.1.10.7** The vendor will submit a single master account bill to the WVOT each month for all state entities. This master account bill must be submitted to WVOT to ensure compliance with the contract terms. All charges must be at the designated subaccount level and must be broken clown by type for each line/circuit.

**Frontier Response: Understood and Will Comply**

**3.1.10.8** The single master account bill, which must also include the detailed back up, will be provided in electronic format. If a PDF is provided, the calling detail must be separated by individual accounts as defined by the WVOT since this back-up must be included with the statement of charges for each specific user. Currently, we have approximately 1,000 distinct accounts (sub accounts) billing on the master account that we allocate to the users along with the appropriate detailed back-up.

**Frontier Response: Understood and Will Comply**

**3.1.10.9** The vendor's billing must include a listing of all dedicated facilities, etc., that are required to support the services of this contract even though they are at a zero charge. This will ensure a complete and accurate inventory of all services at all times that the State must maintain in order to be ensured of effective services.

**Frontier Response: Understood and Will Comply**

**3.1.10.10** The vendor must provide to WVOT a complete inventory list every two weeks via electronic file. This inventory must include a list of the numbers/circuits on each account.

**Frontier Response: Understood and Will Comply**

**3.1.10.11** When a new service/line is activated, the vendor must notify WVOT within 48 hours to insure that billing records can be updated.

**Frontier Response: Understood and Will Comply**

**3.1.10.12** The 90-day payment process will begin on the date the WVOT receives an acceptable electronic invoice. WVOT will send the vendor disputes to the bill within 30 days of receipt of the invoice. The vendor must respond (either agreeing or disagreeing with documentation) within 45 days of receipt of the dispute.

**Frontier Response: Understood and Will Comply**

**3.1.10.11** The services requested in this RFQ must be provided by a telecommunications carrier, i.e., an organization recognized by the FCC as providing telecommunications services on a common carrier basis. The State anticipates that some or all of the Services provided by the Vendor may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the FCC in connection with the Universal Service Order. The school districts and libraries intend to apply to the SLD of the USAC for discounts on the eligible services in this contract on an annual basis.

**Frontier Response: Understood and Will Comply**

**3.1.10 Training and Support**

**3.1.10.1** The vendor shall provide hands-on training to the WVOT staff which shall include but not be limited to: how to read the paper invoice, define the billing line items, explain the detailed back-up that is provided, etc.

**Frontier Response: Understood and Will Comply**

**3.1.10.2** The vendor shall provide training for up to five (5) WVOT staff on the electronic billing platform.

**Frontier Response: Understood and Will Comply**

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**Frontier Response: Understood and Will Comply**

**4.2 Pricing Page(s):** The Vendor must complete each Pricing Page per service. Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in their entirety may result in the Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

**Frontier Response: Understood and Will Comply**

**4.2.1** If the vendor's pricing algorithm results in a rounding on the vendor's billing, the vendor's response must clearly describe how the rounding impacts their proposed per minute costs. This must be incorporated into the pricing structure for evaluation purposes.

**Frontier Response: Understood and Will Comply**

**4.2.2** The vendor must identify any regulatory costs that are separate from the per minute cost, such as Universal Service Fund (USF), and how these costs are applied. For example, how and to what service does the USF apply? It is preferred, any tariff, etc. that impacts these fees should be listed in the vendor's response for reference. The vendor should note if these tariffs are subject to change and where the State can confirm the current tariff rate for these fees.

**Frontier Response:**

- The USF subsidizes telecommunications services for schools, libraries and rural health facilities that meet specific eligibility requirements. In addition, the USF subsidizes basic service in high cost areas and for low-income subscribers.

The USF surcharge is applied to the following local (LEC) charges:

- End User Access charge
- DSL loop (regulated)
- Carrier change charges
- LNP surcharge
- Pre-subscribed Inter-exchange Carrier charge (PICC)
- FEPS (National Access fee)
- Interstate usage charges
- International usage charges
- Carrier Cost Recovery surcharge
- Monthly recurring charges

- Minimum usage guarantees
- Interstate directory assistance
- Interstate payphone surcharge
- Interstate calling card surcharge
- Any End User charge that is in interstate jurisdiction

■ **County Jurisdiction - E911 Surcharge**

Surcharge supports county and/or city 9-1-1 services

Applies to Business Lines and ISDN

■ **Federal USF**

Applies to the long distance portion of the invoice.

■ **Federal Subscriber Line Charge**

This is a monthly fee paid by telephone subscribers to compensate the local telephone company for part of the cost of installation and maintenance of the telephone wire, poles, and other facilities that link the customer's location to the telephone network. This charge is taxable and FUSF applies.

■ **Access Recovery Charge (ARC)**

The FCC allows the LEC to recover part of the revenues lost through FCC required reduction to access rate. Customers who see a subscriber line charge will also be billed ARC.

**4.2.3** Costs identified that are in addition to the per minute charge (i.e. Universal Service Fund) and/or are government mandated charges must be identified separately on the "Other Cost Sheet".

**Frontier Response:** Understood and Will Comply

**4.2.6** Failure on the part of the vendor to include this information will result in the State denying any charges that exceed the per minute price quote.

**Frontier Response:** Clarification - Frontier has made a good faith effort to identify taxes and/or surcharge applicable to the services requested. These services are subject to the charges identified on the "Other Cost Sheet" noted surcharges, shown at the current rates. Surcharges will be billed at the rates applicable at time of billing and are subject to change over the term of the contract.

### **4.3 Cost Evaluation Cost Sheet**

The Cost Evaluation Cost Sheet (Exhibit B) shows examples of typical usage. These costs will be used in the cost evaluation.

**4.3.1** Vendor should complete the Cost Evaluation Cost Sheet in full as failure to complete this page in its entirety may result in Vendor's bid being disqualified.

**4.3.2** Regarding the pricing for a T-1, the most expensive price for a T-1 listed by the vendor is to be used on the Cost Evaluation Cost Sheet. A vendor's T-1 pricing of "Individual Case Basis", is not considered acceptable.

**4.3.3** The vendor meeting the requirements of the bid with the lowest total cost based on the Cost Evaluation Cost Sheet will be considered the successful vendor.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

**Frontier Response: Understood and Will Comply with Sections 4.3.1 – 4.3.3.**

## **5. PERFORMANCE**

Vendor and WVOT shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables based on the Project Management Plan discussed at the kick-off meeting.

**Frontier Response: Understood and Will Comply**

## **6. PAYMENT**

**6.1** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**Frontier Response: Understood and Will Comply**

**6.2** Only those costs identified on the Cost Sheets will be considered legitimate charges. The WVOT reserves the right to refuse payment for all other fees/charges.

**Frontier Response: Exception - Frontier has made a good faith effort to identify taxes and/or surcharge applicable to the services requested. These services are subject to the charges identified on the "Other Cost Sheet" noted surcharges, shown at the current rates. Surcharges will be billed at the rates applicable at time of billing and are subject to change over the term of the contract.**



6.3 To the extent possible by law, the vendor shall extend to the State the lowest rates and charges for all services provided in response to this RFQ that it offers to any other customer similarly situated.

**Frontier Response: Acknowledge Requirement**

## **7. TRAVEL**

7.1 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the fees listed in the Vendor's bid, but such costs will not be paid by the State separately.

**Frontier Response: Understood**

**ATTACHMENT A**

**CURRENT USAGE OF CUSTOM DIGITAL CENTREX NETWORK**

<b>SERVICE: PER LINE</b>	<b>QUANTITY</b>
Analog Intercom with Band A Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	13,981
Analog Intercom with Band B Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	1,052
ISDN BRI 2B+D CSV Centrex Line (includes all standard features set forth in applicable tariff)	1,332
ISDN BRI 2B+D CSD Centrex Line (includes all standard features set forth in applicable tariff)	254
<b>OPTIONAL FEATURES</b>	
Music in Queue	1
CMAC (per line)	6,033
SMDR via Tape	7
Voice Mail w/30 minutes storage	2,135
Voice Mail w/45 minutes of storage	46
Personal Receptionist	653
<b>INCLUDED IN CENTREX ANALOG AND ISDN LINE RATES:</b>	
ETN Backbone & Interexchange Features	1
ISDN PRI	20
<b>TARIFF RATES:</b>	
Exchange Access	Per Line
Federal Subscriber Line Charges	Per Line

## Attachment B

### Custom Digital Centrex locations

Beckley	Hinton	Parkersburg
Bridgeport	Huntington	Point Pleasant
Buckhannon	Lewisburg	Rainelle
Charleston	Logan	Ripley
Charleston	Madison	Spencer
Clarksburg	Martinsburg	S. Albans
Dunbar	Moundsville	Summersville
Elkins	Morgantown	Weston
Fairmont	New Martinsville	Wheeling
Grafton	Nitro	Williamson

#### DSL Service

Beckley to Charleston  
Dunbar to Charleston  
Huntington to Charleston  
Logan to Charleston  
Parkersburg to Charleston  
Buckhannon to Clarksburg  
Fairmont to Clarksburg  
Lewisburg to Clarksburg  
Morgantown to Clarksburg  
Moundsville to Clarksburg  
Weston to Buckhannon  
Elkins to Buckhannon  
Wheeling to Moundsville

#### 4-Wire Voice Grade Service

Hinton to Beckley  
Rainelle to Lewisburg  
Williamson to Logan  
Dunbar to Charleston  
Kanawha City to Charleston  
Madison to Charleston  
Nitro to Charleston  
Point Pleasant to Charleston  
Ripley to Charleston  
Spencer to Charleston  
St. Albans to Charleston  
Summersville to Charleston

## PRICING

REFER TO SEPARATE COST RESPONSE BINDER

## STATE REQUIRED FORMS

- Certification and Signature Page
- Vendor Preference Certificate
- Purchasing Affidavit
- Addendum Acknowledgement Form

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

**Frontier**

(Company)

D. E. Waldo

(Authorized Signature)

**Dana Waldo - SVP & GM West Virginia**

(Representative Name, Title)

**(304) 344-7234**

**(304) 344-6123**

(Phone Number)

(Fax Number)

6-27-2013

(Date)

Revised 03/04/2013

*Note: Refer to the next page for original signature.*

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

**Frontier**

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(Company)

---

(Authorized Signature)**Dana Waldo - SVP & GM West Virginia**

---

(Representative Name, Title)

---

(304) 344-7234

(Phone Number)

---

(304) 344-6123

(Fax Number)

---

6-27-2013

(Date)



Rev. 07/12

## State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:  
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:  
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ☒ Application is made for 5% resident vendor preference for the reason checked:  
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.  
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Frontier Signed: Dana Waldo  
 Date: 6-29-2013 Title: Dana Waldo, SVP & GM West Virginia

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*Note: Refer to the next page for original signature.*

Rev. 07/12

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:  
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:  
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ☒ Application is made for 5% resident vendor preference for the reason checked:  
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.  
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Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Frontier

Signed: Dana Waldo

Date: 6-27-2013

Title: Dana Waldo, SVP & GM West Virginia

RFQ No. LDPHONE13STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Frontier West Virginia Inc., CTC of West Virginia, and Frontier Communications ofAuthorized Signature: [Signature] America Inc.  
Date: 6/27/13State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 27th day of June, 2013My Commission expires December 27, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



*Note: Refer to the next page for original signature.*

RFQ No. LDPHONE13

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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**DEFINITIONS:**

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

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**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Frontier West Virginia Inc., CTC of West Virginia, and Frontier Communications of America Inc.

Authorized Signature: [Signature] Date: 6/27/13

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of June, 2013.

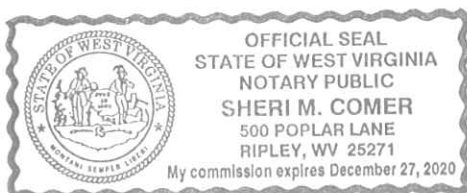
My Commission expires December 27, 2020.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Sheri M. Comer]

*Purchasing Affidavit (Revised 07/01/2012)*



**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION No.:** LDPHONE13

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

☒ Addendum No. 1

☐ Addendum No. 6

☒ Addendum No. 2

☐ Addendum No. 7

☐ Addendum No. 3

☐ Addendum No. 8

☐ Addendum No. 4

☐ Addendum No. 9

☐ Addendum No. 5

☐ Addendum No. 10

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

*Frontier*

\_\_\_\_\_  
Company

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

9 July 13  
\_\_\_\_\_  
Date

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

## EXHIBITS

- Frontier Service Agreement
- Sample Centrex Invoice
- Sample Long Distance Invoice
- Sample Long Distance Billing Reports
- Sample Long Distance Summary Reports
- Customer Support and Resolution



This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between Frontier Communications of America, Inc. on behalf of the incumbent local exchange carrier and service affiliates which provide services to the customer service addresses identified in the Schedules attached hereto (referred to herein as "Frontier"), and Fill in Customer's legal name here, whose address is Fill in Customer's full address here with city, state, zip (referred to herein as "Customer").

#### 1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to purchase communications services, maintenance and installation services (collectively "Services"), and lease or purchase equipment ("Equipment"), as further described in this Agreement and/or in the Schedules issued by Frontier and executed by Customer. Each Schedule is incorporated herein by reference and made a part hereof.

b. Customer acknowledges that certain Services may be regulated and governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this Agreement and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and

Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals, and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Customer and its employees shall be the only permitted end-



*user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.*

## 2. Term

The term of this Agreement shall commence as of the **Effective Date** and shall continue through the Service Term and any Extended Service Term (as defined below) with respect to any Service or lease of equipment pursuant to this Agreement. Customer shall purchase the Services and lease or purchase the Equipment identified in each Schedule, for the period of time stated in the Schedule if applicable (the "**Service Term**"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration, the Service Term shall automatically renew for additional one-year periods (each an "**Extended Service Term**"), subject to the terms and conditions of this Agreement and at the then applicable one-year term rate, excluding promotional rates.

## 3. Payment

a. Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer monthly for all monthly recurring charges ("MRC") and usage based charges. In addition, the first invoice(s) may include non-recurring charges ("NRC"), as applicable.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge ("PICC"), Federal Pre-Subscribed Line Charge ("FEPS"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges.

c. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment subject to this Agreement immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

## 4. Cancellation and Early Termination Charges

a. If Customer cancels any Schedule, in whole or in part, prior to installation or delivery, Customer shall pay a cancellation charge equal to one

month of the applicable MRC, plus the total costs and expenditures of Frontier in connection with such Schedule prior to Frontier's receipt of notice of cancellation, including, but not limited to, Frontier's applicable installation charges.

b. Following installation, Customer may terminate a Schedule, in whole or in part, by providing at least thirty (30) days prior written notice to Frontier. If Customer terminates a Schedule, in whole or in part, or Frontier terminates any Schedule, in whole or in part, pursuant to Section 8.a. hereof then, unless otherwise specifically provided in the applicable Schedule, Customer shall immediately pay Frontier a cancellation charge equal to all unpaid amounts applicable to the terminated portion of the Schedule through the date of termination, plus the monthly recurring charges and all related taxes and surcharges multiplied by the number of months remaining in the applicable minimum term commitment, if any. Partial months shall be prorated.

c. It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 4 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

## 5. Limitation of Liability and Warranty Provisions

a. *The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, Maintenance Service or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A "Service Outage" is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.*

b. **IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.**

c. Frontier warrants that its equipment and facilities will be maintained in good working order. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

d. This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

## 6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs. The obligations under this Section 6 are independent of any other obligation under this Agreement.

## 7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

## 8. Default

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Schedule, or any portion thereof, until the default is remedied or to terminate this Agreement or any Schedule in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's

premises and immediately repossess Equipment:

- 1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or
- 2) If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse affect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or
- 3) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Schedule and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

## 9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

## 10. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

## 11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges pursuant to the related Schedule based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

## 12. Title and Risk of Loss

a. Risk of loss or damage for equipment and facilities provided pursuant to this Agreement and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

b. Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Agreement or any applicable Service

or Equipment lease, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

### **13. Competition**

Customer recognizes the availability of competitive alternatives for receiving the services and Equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

### **14. Government Regulation**

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement shall not become effective with respect to such Service after receipt by Frontier of written notice of such approval.

### **15. Governing Law**

This Agreement shall be governed by and construed according to the laws of the State in which services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

### **16. No Waiver**

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

### **17. Severability**

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

### **18. Notice**

All notices provided pursuant to this Agreement will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

### **19. Independent Contractor Relationship**

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

### **20. Dispute Resolution**

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. Customer and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

### **21. Entire Agreement.**

This Agreement, together with any applicable Schedule, constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this Agreement between the parties.

**Frontier Communications of America, Inc.:**

**CUSTOMER: Fill in Customer's legal name here**

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

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

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

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

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

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

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

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

Contractual Notice:

Contractual Notice: \_\_\_\_\_

Frontier Communications

Attn: \_\_\_\_\_

180 S. Clinton Avenue, 7<sup>th</sup> Floor

Maintenance Notifications: \_\_\_\_\_

Rochester, NY 14646-0700

Billing Contact: \_\_\_\_\_

Attn: Associate General Counsel

DRAFT - FOR NEGOTIATION



## SAMPLE - INVOICE



New Billing Account 304 189-9999  
Bill Date May 20, 2013  
Bill Period April 20, 2013 - May 19, 2013

Billing Address WVA State of  
Office of Technology- Attention Pam James  
1900 Kanawha Blvd E  
Building 5, 10th Floor  
Charleston WV, 25305

Previous Amount	1,839,475.64
Payments	-324,438.80
Payments	-317,424.81
Payments	-2,879.06
Past Due Amount	1,194,732.97

Current Charge	349,112.65
----------------	------------

Summary Of Current Charges by Provider

Frontier	349,112.65
Monthly Service	
Charges	320,020.71
Other Charges &	
Credits	24,170.99
DSL	4,920.95

New Current Charges	349,112.65
New Balance	\$1,543,845.62

### Bill Messages

This account balance is the total of all of the subordinate accounts  
Billing Questions? Call 800 344-7710



New Billing  
Account 304 189-1547  
Bill Date May 20, 2013  
Bill Period April 20, 2012 - May 19, 2012

Please make your payment to Frontier

Total Amount Due 1,543,845.62

Amount Paid

\$ \_\_\_\_\_

WVA State of  
Office of Technology- Attention Pam James  
1900 Kanawha Blvd E  
Building 5, 10th Floor  
Charleston WV, 25305

Frontier  
PO BOX 20550  
Rochester NY 14602-0550

## SUMMARY BY AGENCY

	New BAC	Agency	Local SVC	Frontier Tolls	OCC	DSL	Total FTR Charges
		WV BUREAU SENIOR					
0102	3045580004	SERVICES	413.44				413.44
0103	3042542941	AGR-ADMIN	3,300.72			39.99	3,340.71
		DEP-DAQ-GUTHRIE LAB &					
0105	3042506530	AIR	208.65				208.65
0106	3043727837	ALCOHOL BEV COMM	473.27				473.27
0108	3045581666	Office of Tax Appeals	188.82				188.82
0109	3042853252	AG - Charleston	1,616.63				1,616.63
0110	3045580326	AUDITORS OFC	2,284.17			79.99	2,364.16
0111	3045580159	DIVISION OF BANKING	198.48				198.48
		WVDE HEALTHY SCHOOLS					
0113	3045584160	OFC	78.40				78.40
0114	3045588164	VETERANS AFFAIRS - BONUS	39.20				39.20
0115	3042506570	DOE - Inst Ed (Off Campus	292.04				292.04
0116	3045580005	WVDHSEM	1,967.19				1,967.19
0117	3045580134	DOA - PERSONNEL	559.18		-3.92		555.26
0118	3045580127	WVA DEV OFC	670.61			59.99	730.60
0120	3045580316	DDS/ Charleston	3,078.93				3,078.93
0121	3045585678	PAROLE BOARD	47.20		-4.32		42.88
		EDUCATIONAL					
0122	3042677102	BROADCASTING	3,919.72				3,919.72
0123	3045580048	DOE - Capitol Complex	3,727.36				3,727.36
0125	3045580021	WORKFORCE - CHARLESTON	5,724.95		206.00		5,930.95
		<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



### DETAIL BY AGENCY

Summary	BAC	Old BAC	Agency Name	Telephone Number	Description	Rate
3041891547	3047921172	8395	General Services - Logan	3047921172	Mlti-Ln Sub Ln Chrg Credi	-8.48
3041891547	3047921172	8395	General Services - Logan	3047921172	WV Logan E911 Centrex	0.19
3041891547	3047921172	8395	General Services - Logan	3047921172	Acc Rec Chrg Multi-Ln Bus	1.00
3041891547	3047921172	8395	General Services - Logan	3047921172	CX 2nd Loc-Unrstr ExcAc	5.69
3041891547	3047921172	8395	General Services - Logan	3047921172	CX 2nd Loc-Unrstr Intrcn	7.50
3041891547	3047921172	8395	General Services - Logan	3047921172	Multi-Ln Fed Sub Ln Chrg	8.48
3041891547	3047921172	8395	General Services - Logan	3047921172	State of WV-Band B Mlg	10.50
3041891547	3047921172	8395	General Services - Logan	3047921173	Mlti-Ln Sub Ln Chrg Cred	-8.48
3041891547	3047921172	8395	General Services - Logan	3047921173	WV Logan E911 Centrex	0.19
3041891547	3047921172	8395	General Services - Logan	3047921173	Acc Rec Chrg Multi-Ln Bus	1.00
3041891547	3047921172	8395	General Services - Logan	3047921173	CX 2nd Loc-Unrstr ExcAc	5.69
3041891547	3047921172	8395	General Services - Logan	3047921173	CX 2nd Loc-Unrstr Intrcn	7.50
3041891547	3047921172	8395	General Services - Logan	3047921173	Multi-Ln Fed Sub Ln Chrg	8.48
3041891547	3047921172	8395	General Services - Logan	3047921173	State of WV-Band B Mlg	10.50
3041891547	3047921172	8395	General Services - Logan	3047921174	Mlti-Ln Sub Ln Chrg Cred	-8.48
3041891547	3047921172	8395	General Services - Logan	3047921174	WV Logan E911 Centrex	0.19
3041891547	3047921172	8395	General Services - Logan	3047921174	Acc Rec Chrg Multi-Ln Bus	1.00
3041891547	3047921172	8395	General Services - Logan	3047921174	CX 2nd Loc-Unrstr ExcAc	5.69
3041891547	3047921172	8395	General Services - Logan	3047921177	Mlti-Ln Sub Ln Chrg Cred	-8.48
3041891547	3047921172	8395	General Services - Logan	3047921177	State of WV-Band B Mlg	10.50
<b>TOTAL</b>						<b>\$320,020.71</b>

### DETAIL – OCC BY AGENCY

Summary	BAC	Old BAC	Agency	WTN	Description	MRC	OC&C	PON	
3041891547	3045580134	0117	DOA - PERSONNEL	3045583528	Mlti-Ln Sub Ln Chrg Credi	- 8.27	1.65	130509- 99	Disconnect lines
3041891547	3045580134	0117	DOA - PERSONNEL	3045583528	MACSTAR/CSC Feature-Plan1	0.11	-0.02	130509- 99	Disconnect lines
3041891547	3045580134	0117	DOA - PERSONNEL	3045583528	WV Kanawha E911 Ctx>8Ln- B	0.80	-0.16	130509- 99	Disconnect lines
3041891547	3045580134	0117	DOA - PERSONNEL	3045583528	Acc Rec Chrg Multi-Ln Ctx	1.00	-0.20	130509- 99	Disconnect lines
3041891547	3045580134	0117	DOA - PERSONNEL	3045583528	State of WV- Band A Mlg	4.50	-0.90	130509- 99	Disconnect lines
<b>TOTAL</b>							<b>\$\$\$</b>		

### SUMMARY – DSL BY AGENCY

Summary #	BAC	Old BAC	Agency	WTN	Description	RATE
3041891547	3042542941	0103	AGR-ADMIN	3046526090	DSL 3.0M Basic Dynamic Month to Month	39.99
3041891547	3045580326	0110	AUDITORS OFC	3046272417	DSL 3.0M Static 1 IP Month to Month	79.99
3041891547	3045580127	0118	WVA DEV OFC	3045285618	DSL 3.0M Static 1 IP Month to Month	59.99
3041891547	3042381027	0133	INSURANCE DEPT	3048554325	Bus DSL Max 6.0/768K	35.00
3041891547	3042356007	0150	FAMILY LAW MASTERS	3042690565	DSL 3.0M Static 1 IP Month to Month	79.99
				TOTAL		\$\$\$

# SAMPLE LONG DISTANCE

TEXT CODE: CTFAB  
FIN: 1234

PAGE X OF Y

Date of Bill 2/01/13

Current Amount Due By Date 2/25/13

Account Number 304-555-0000 Total Amount Due \$ 999.99  
Customer Name  
Street Address  
City, State, Zip Amount Paid

186129252 0

12345689999945860

www.frontier.com  
Business

1-800-921-8102

Account Number Date of Bill 2/01/13  
Amount of Last Bill 350.36  
Payments Received Thru 2/01/13 .00  
Balance Before Current Charges 350.36  
New Charges 303.28  
Total Amount Due \$653.64

CURRENT BILLING SUMMARY  
Local Service from 02/01/13 to 02/28/13

Qty Description	Charge
Basic Charges	
4 Business One Party	87.12
8 Multi-Line Federal Subscriber Line Charge	40.80
4 E911 Luzerne	5.00
4 PA Telecom Relay Svc Bus	.32
Other Charges-Detailed Below	4.38
Prorated Charges-Detailed Below	2.44CR
Federal Tax	4.09
Federal USF Recovery Charge	6.47
State Gross Receipts Tax Surcharge	2.07
PA State Sales Tx	8.16
Total Basic Charges	155.97
Optional Services	
Additional Listing Res	.50
4 Class-Caller Name & Num B	39.96
Call Forward Business Per Line	2.00
2 Trunk Hunting Srv Per Line	4.40
Other Charges-Detailed Below	17.24
Prorated Charges-Detailed Below	3.57
Federal Tax	1.55
FCA Long Distance - Federal USF Surcharge	2.76
PA State Sales Tx	4.30
Total Optional Services	76.28
Toll/Other	
800 Monthly Plans Bus	9.95
Frontier Com of America -Detailed Below	48.96
Other Charges-Detailed Below	1.99
Federal Tax	.06
FCA Long Distance - Federal USF Surcharge	3.64
State Gross Receipts Tax Surcharge	2.44
PA State Sales Tx	3.99
Total Toll/Other	71.03
TOTAL	303.28

Date of Bill 2/01/13

## Detail of Frontier Com of America Charges

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
4	JAN 22	4:29P	1.2	DD	ASHLAND PA (570) 555-7777	.05	
						Subtotal	.20

Subtotal Minutes: 6.6 \*\*\*REF LINE ONLY

## Detail of Frontier Com of America Charges

Toll charged to 304-555-1111

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
5	JAN 11	5:07P	.8	DE	PITTSBURGH PA (570) 999-2222	.04	
						Subtotal	.04

Subtotal Minutes: .8 \*\*\*REF LINE ONLY

## Detail of Frontier Com of America Charges

Toll charged to 304-555-2222

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
6	JAN 22	5:06P	.1	DE	PITTSBURGH PA (570) 999-7777	.01	
						Subtotal	.01

Subtotal Minutes: .1 \*\*\*REF LINE ONLY

## Detail of Frontier Com of America Charges

Toll charged to 304-555-3333

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
7	JAN 07	5:18P	1.0	DE	PITTSBURGH PA (570) 555-9999	.04	
8	JAN 07	5:19P	4.8	DE	ATLANTA NE GA (770) 555-7777	.20	
9	JAN 29	11:24A	2.1	DD	WYOMING PA (570) 555-9999	.09	
						Subtotal	.33

Subtotal Minutes: 7.9 \*\*\*REF LINE ONLY

## Detail of Frontier Com of America Charges

Toll charged to 304-555-4444

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
10	JAN 02	10:25A	1.9	DD	PITTSBURGH PA (570) 555-1234	.08	
11	JAN 02	3:00P	1.4	DD	PITTSBURGH PA (570) 555-7777	.06	
12	JAN 04	9:06A	2.1	DD	PITTSBURGH PA (570) 555-9999	.09	
13	JAN 28	9:27A	3.2	DD	PITTSBURGH PA (570) 555-9999	.13	
14	JAN 29	8:49A	.6	DD	PITTSBURGH PA (570) 555-3333	.03	
						Subtotal	.39

Subtotal Minutes: 9.2 \*\*\*REF LINE ONLY

## Detail of Frontier Com of America Charges

Toll charged to 304-555-5555

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
15	JAN 03	1:54P	.4	DD	SHICKSHINY PA (570) 555-8888	.02
16	JAN 03	1:55P	3.9	DD	FRIEDENSBG PA (570) 555-4444	.16
17	JAN 03	2:00P	2.7	DD	ATLANTA NE GA (770) 555-4444	.11
18	JAN 03	2:03P	1.5	DD	ATLANTA NW GA (770) 555-9999	.06
19	JAN 03	2:07P	4.5	DD	CHESTERHRS PA (610) 555-1234	.18
20	JAN 04	9:41A	5.3	DD	CHESTERHRS PA (610) 555-7777	.22
21	JAN 04	11:31A	12.2	DD	TAMPACEN FL (813) 555-7777	.49
22	JAN 04	2:37P	6.3	DD	PITTSBURGH PA (570) 555-4444	.26
23	JAN 04	3:16P	5.4	DD	BALLSTNSPA NY (518) 555-8888	.22
24	JAN 04	3:27P	12.1	DD	PITTSBURGH PA (570) 555-8888	.49
25	JAN 04	4:01P	4.9	DD	BALLSTNSPA NY (518)	.20

Date of Bill 2/01/13

## Detail of Frontier Com of America 800 Tolls

Ref #	Date	Time	Min	*Type	Place	Number	Subtotal	Charge
			800/555-0000					.64
Subtotal Minutes:			12.8	***REP LINE ONLY				

Legend Call Types:  
DD - Day  
DE - Evening  
TF - Toll Free

## Caller Summary Report


	Calls	Minutes	Amount
304/555-1111	4	6.6	.28
304/555-2222	1	.8	.04
304/555-3333	1	.1	.01
304/555-4444	3	7.9	.33
304/555-5555	5	9.2	.39
	68	266.6	10.92
Main Number	20	54.8	2.27
800/555-0000	53	49.1	2.17
***Customer Summary	197	779.3	31.91
	2	12.8	.64
	354	1187.2	48.96

## Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	144	384.8	15.96
Interstate	100	242.6	10.08
Intrastate	108	547.0	22.28
800 Calls	2	12.8	.64
***Customer Summary	354	1187.2	48.96

## Exhibit 1) Billing Report Options

### a. Summary Reports:



My Frontier Business Account  
PREMIUM ACCESS

Home | Statements | Cost Allocation | **Summary** | Detail | Setup | Help | [Logout](#)

### Summary Reports

View and order table and graph summaries to get an overall picture of your telecommunications usage. Edit existing reports, or create your own to meet your specific needs.


Level: Corporate

Data: All data Filter: (None)

[VIEW REPORT](#) [ADD REPORT](#) [EDIT REPORT](#) [REMOVE REPORT](#) [ORDER REPORT](#) [VIEW ORDER STATUS](#)

Report	Report Type	Shared
<input checked="" type="checkbox"/> Call Summary	Usage	
<input type="checkbox"/> Call Summary by jurisdiction	Usage	
<input type="checkbox"/> Calling Plans by BTN	Usage	
<input type="checkbox"/> Calling Plans by Local	Usage	
<input type="checkbox"/> Calling Plans by Long Distance	Usage	
<input type="checkbox"/> Calling Plans by WTN	Usage	
<input type="checkbox"/> <u>Customer Service Record Summary</u>	Customer Service Record	
<input type="checkbox"/> Monthly Service Charges by BTN	Account Summary	
<input type="checkbox"/> Monthly Service Charges by Circuit Id	Account Summary	
<input type="checkbox"/> Monthly Service Charges by Service Address	Account Summary	
<input type="checkbox"/> Product Code by BTN	Charges	
<input type="checkbox"/> Product Summary by Product Code	Charges	
<input type="checkbox"/> Summary of Charges by BTN	Usage	
<input type="checkbox"/> Summary of Charges by LD Provider	Usage	
<input type="checkbox"/> Summary of Charges by WTN	Usage	
<input type="checkbox"/> Summary-Products by WTN	Charges	

## B. Detail Reports Options:



My Frontier Business Account  
PREMIUM ACCESS

Home | Statements | Cost Allocation | Summary | **Detail** | Setup | Help Logout

### Detail Reports

View and order reports of individual data records. Edit existing reports, or create your own to meet your specific needs.

Level: Corporate ▼

Data: All data ▼ Filter: (None) ▼

VIEW REPORT	ADD REPORT	EDIT REPORT	REMOVE REPORT	ORDER REPORT	VIEW ORDER STATUS
Report	Report Type	Shared			
<input checked="" type="radio"/> All 800 Call Detail	Usage				
<input type="radio"/> All LD Call Detail	Usage				
<input type="radio"/> Billing Adjustments	Payments and Adjustments				
<input type="radio"/> Call Data Local Usage	Usage				
<input type="radio"/> Carrier PIC Report	Usage				
<input type="radio"/> Customer Service Record Detail	Customer Service Record				
<input type="radio"/> Payment Details	Payments and Adjustments				
<input type="radio"/> Report- Charges by Line no tax	Charges				
<input type="radio"/> Report-Charges by Line w/taxes	Charges				
<input type="radio"/> Report-Circuit Detail	Circuit				
<input type="radio"/> Sort- All Calls over \$2	Usage				
<input type="radio"/> Sort- All Calls over \$5	Usage				
<input type="radio"/> Sort- All Calls over 10 minutes	Usage				
<input type="radio"/> Sort- All Calls over 5 minutes	Usage				
<input type="radio"/> Sort by 800 Highest Minutes	Usage				
<input type="radio"/> Sort by Day of the Week	Usage				
<input type="radio"/> Sort by From City (800 Calls)	Usage				
<input type="radio"/> Sort by From Number for 800 Calls	Usage				

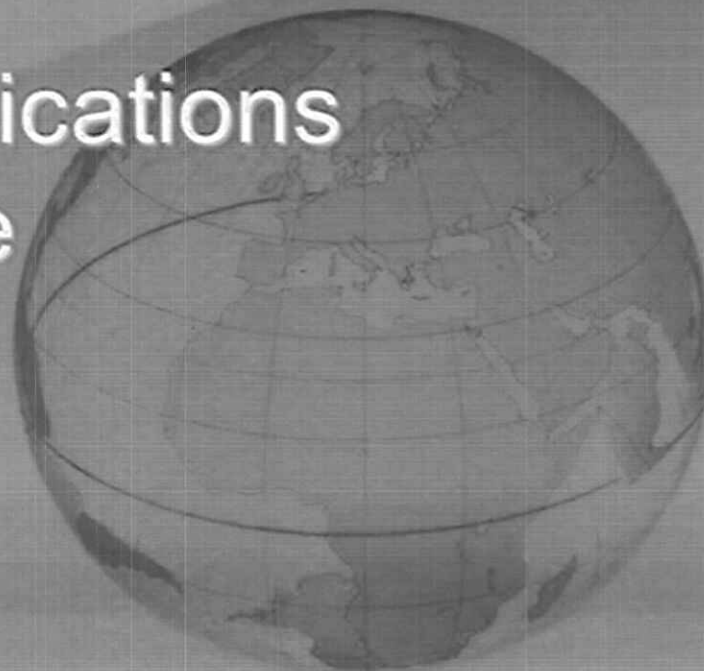
Frontier Response to LDPHONE13 RFQ

Page 78



CUSTOMER SUPPORT AND RESOLUTION

# Frontier Communications Customer Service



## State of West Virginia



Updated: July 2, 2013

# Table of Contents

Frontier Contact Information	page 3
DAIN Contract and Circuit Repair Process	page 4
DSL Repair Process	page 5
Frontier Sales/Service Support	page 6



## State of West Virginia Frontier Contacts

### Sales

#### Account Executive

Chad Stepp  
304 410-5659  
Chad.Stepp@ftr.com

#### Manager

Mark McKenzie  
(o) 304 347-1414  
(c) 304 993-2315

#### Sales Engineer

Kevin Walker  
(o) 304 344-6435

### Ordering, Billing & Provisioning

#### Email :

sowvteam@ftr.com

#### Manager

Dorina Flesher (o) 317 896-4037, (c) 317 502-1622  
Email: Dorina.Flesher@ftr.com

### Trouble Management

#### Frontier Repair

Circuit Repair - 888/637-9620

1<sup>st</sup> level escalation: floor supervisor

2<sup>nd</sup> level: Jessica Shamblin  
(Customer Service Advocate)

(o) 304 344-6651  
(c) 304 389-5763

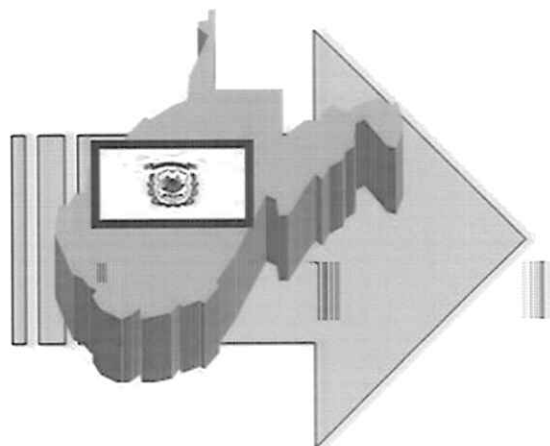
3<sup>rd</sup> level: Diane Camden  
(CSA Supervisor)

(o) 317-896-4109  
(c) 317-903-1280

4<sup>th</sup> level: Dorina Flesher  
(Manager)

(o) 317 896-4037  
(c) 317 502-1622

## DAIN Contract and Circuits purchased through Frontier *State of West Virginia Repair Process*



### Frontier RCMC

Open a trouble ticket for circuits: (888) 637-9620

#### RCMC Team Leader

Pamela Turner (o) 304-353-5599 (c) 304-904-6138

#### Customer Service Advocate

Jessica Shamblin (O) 304-344-6651 (C) 304-389-5763

Jessica.Shamblin@fr.com

#### CSA Supervisor

Diane Camden (o) 317-896-4109 (c) 317-903-1280

Diane.camden@fr.com

#### CSA Manager

Dorina Flesher (o) 317 896-4037 (c) 317 502-1622

Dorina.flesher@fr.com

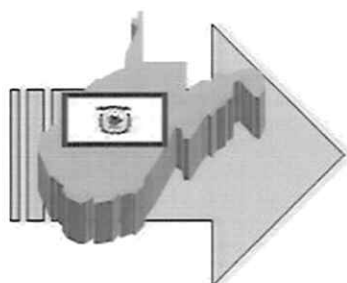
#### MCO Manager

Jeremy Clem (o) 304-526-0405 (c) 304-904-8628

Jeremy.clem@fr.com

7/2/2013

## State of West Virginia Repair Process (DSL)



Telephonic



### Frontier Business DSL

Number to open trouble ticket

877-352-7011

1<sup>st</sup> level escalation: floor supervisor

877 352-7011

(present ticket #)

2<sup>nd</sup> level Escalation Jessica Shamblin

304-344-6651

304-389-5763

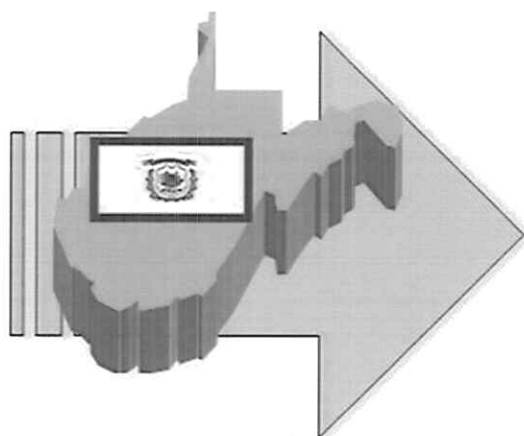
3<sup>rd</sup> level Escalation: Dorina Flesher

317 896-4037

cell 317 502-1622

7/2/2013

*State of West Virginia  
Frontier Customer Sales/Service Support Team*



**Escalation Process for Orders**

1<sup>st</sup> level - 800 -344-7710 or 304 558-3068

2<sup>nd</sup> level - Jessica Shamblin (O) 304-344-6651 (C ) 304-389-5763

7/2/2013