



June 21, 2006

Department of Administration
IS&C Division
Attn: Division Director
One Davis Square
Charleston, WV 25301

RE: RFQ ISCF0097

Dear IS&C Division Director:

FiberNet is pleased to submit the attached response to your RFQ to provide LATA crossing services to transport voice, video, and data traffic within the State's network.

FiberNet is in receipt of three (3) addenda to the original RFQ dated May 2, 2006. FiberNet will meet or exceed the requirements of the RFQ as amended by the addenda. FiberNet is providing pricing for non-redundant circuits. FiberNet will be glad to provide the additional information requested in the RFQ for an end-to-end circuit diagram and for a service escalation list upon request. They will be provided within the specified time indicated in the RFQ.

FiberNet is attaching our standard Service Level Agreement, but if there is a conflict or discrepancy, FiberNet will meet or exceed the minimum expectations required by the State of West Virginia's Public Service Commission as described in Section 3.4.1 of the RFQ.

FiberNet will be pleased to answer any follow-up questions or inquiries that either the Purchasing Department or IS&C may have regarding our response. You can contact me at my office at 304/720-2108 or via email at tsmarr@wvfibernet.net; or you can contact David Blevins at his office at 304/720-2116 or via email at dblevins@wvfibernet.net.

We appreciate the opportunity to bid on these services and to work with the State of West Virginia.

Sincerely,

Terry C. Smarr
Vice President
Wholesale and Enterprise Networks

Attachments



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

Request for Quotation

RFQ NUMBER
 ISCF0097

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

VENDOR

*423152404 304-720-2149
 FIBERNETLLC
 211 LEON SULLIVAN WAY
 CHARLESTON WV 25301

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DIVISION DIRECTOR
 ONE DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/13/2006				

BID OPENING DATE: 06/21/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS RECEIVED CONCERNING THE ABOVE RFQ PER THE ATTACHED PAGES.		
				BID OPENING DATE IS EXTENDED TO 06/21/2006 BID OPENING TIME REMAINS 1:30PM		
				***** END ADDENDUM NO. 3 *****		
0001	1	LS		915-77		
				PROVIDE LATTA CROSSING PER THE ATTACHED (RFQ) SPECS		
				***** THIS IS THE END OF RFQ ISCF0097 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jerry C. Brown* TELEPHONE *304-720-2108* DATE *06-21-06*
 TITLE *VP, Wholesale & Enterprise Mkt* FEIN *84 145 2950*
 ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM

Part 1: General Information, 1.1: Since this is an RFQ and not an RFP, what is the specific service being requested since OC-3, MPLS, and VPLS-Level 2 are all mentioned as viable options? FiberNet would like confirmation or clarification.

Please delete the other options. The vendor will be expected to replace the current OC-3's with like raw OC-3's.

Part 1: General Information, 1.1: Since the facility being requested connects ATM equipment in different LATA's, the throughput and utilization information would be provided by the ATM equipment. The winning vendor could request this information on behalf of the State or the State could request this information directly. FiberNet would like confirmation or clarification.

The winning vendor is required to get the CLLI codes and ATM specifics from Verizon. The Vendor is also required upon receiving a written request from the State to obtain actual traffic utilization reports. The State will provide a written request that Verizon provide said information to the winning Vendor.

Part 1: General Information, 1.2: A vendor could assume that the State is responsible for coordination with their ATM equipment vendor. The winning vendor would be responsible for connection to the ATM equipment but not for the ATM equipment itself. Vendors could also assume that the State is responsible for coordinating all ATM and Frame Relay PVC's and SVC's between the ATM equipment as has been true in the past. FiberNet would like confirmation or clarification.

The winning vendor is responsible for all coordination with Verizon to ensure reliable transition and nominal downtime as required. The State will continue to coordinate PVC's and SVC's and UBR's VBR's and CBR's as we do today. WVNET handles the majority of this work and will continue to through the length of this contract.

Part 3: Procurement Requirements, 3.1.1 and 3.1.2: Vendors could assume that "INTEREXCHANGE TELECOMMUNICATIONS" should be interpreted as a point-to-point OC-3. FiberNet would like confirmation or clarification.

It is a point to point OC-3 that is required; all other options are to be disregarded.

Part 3: Procurement Requirements, 3.1.1 and 3.1.2: FiberNet questions the accuracy of the CLLI codes provided for Clarksburg, Charleston, Hagerstown, and Bluefied. FiberNet would like confirmation or clarification.

The winning Vendor is required to obtain this information.



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 IS&C - DIVISION DIRECTOR
 ONE DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/07/2006				

BID OPENING DATE: 06/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO EXTEND THE BID DATE OF THE ABOVE RFQ FROM 06/08/2006 TO 06/14/2006. BID OPENING TIME REMAINS 1:30 PM		
				ALSO, VENDORS HAVE THE OPPORTUNITY TO ASK QUESTIONS CONCERNING THIS RFQ UNTIL THE 5:00 PM ON FRIDAY JUNE 9, 2006. ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL TO KRISTA FERRELL AT KFERRELL@WVADMIN.GOV.		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		915-77		
				PROVIDE LATTA CROSSING PER THE ATTACHED (RFQ) SPECS		
				***** THIS IS THE END OF RFQ ISCF0097 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Jerry C. Mann TELEPHONE 304-720-2108 DATE 06-21-06
 TITLE VP Wholesale Enterprise Network FEIN 84 145 2950 ADDRESS CHANGES TO BE NOTED ABOVE

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/15/2006				

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-77		
<p>ADDENDUM NO. 1</p> <p>THIS ADDENDUM IS ISSUED FOR CLARIFICATION OF SECTION 3.1.3 AND 3.1.4 OF THE ORIGINAL SPECIFICATIONS.</p> <p>THE ORIGINAL SPECIFICATIONS STATE THAT THE CIRCUIT COST MUST INCLUDE THE COST OF THE PORT ON THE SWITCH. THESE PORTS ON BOTH OF THE SWITCHES BELONG TO VERIZON. IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT VERIZON'S WHOLESALE DIVISION AND NEGOTIATE AN AGREEMENT AND PRICING. THE STATE OF WEST VIRGINIA DOES NOT HAVE THE AUTHORITY TO REQUIRE VERIZON TO PROVIDE A PORT TO ANY VENDOR AT ANY FIXED PRICE.</p> <p>THE BID OPENING DATE IS EXTENDED FROM 06/06/2006 TO 06/08/2006.</p> <p>THE BID OPENING TIME REMAINS: 1:30 PM.</p> <p>***** END ADDENDUM NO. 1 *****</p> <p>PROVIDE LATTA CROSSING PER THE ATTACHED (RFQ) SPECS</p>						

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SIGNATURE <i>Jerry C. Oman</i>	TELEPHONE 304-720-2108	DATE 06-21-06
TITLE VP, Wholesale Enterprise Net.	FEIN 84 145 2950	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2006				

BID OPENING DATE: 06/06/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-77		
PROVIDE LATA CROSSING PER THE ATTACHED (RFQ) SPECS REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DIVISION OF INFORMATION, SERVICES, AND COMMUNICATIONS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH LATA CROSSING BETWEEN CLARKSBURG, HAGERSTOWN, CHARLESTON, AND BLUEFIELD PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Jerry C. Dmaw</i>	304-720-2108	06-21-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP, Wholesale Enterprise Net.</i>	84 145 2950	

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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

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<p>CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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<p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

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SIGNATURE	TELEPHONE	DATE
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SHIP TO

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 25301 304-558-5472**

DATE PRINTED 05/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/06/2006	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>FiberNet, LLC</u></p> <p>DATE: <u>06-21-06</u></p> <p>SIGNED: <u>Jerry C. Maw</u></p> <p>TITLE: <u>VP Wholesale & Enterprise Networks</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p style="text-align: center;">STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 21</p> <p>RFQ. NO.: ISCF0097</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		06/06/2006
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>304-720-2121</i> -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Terry Smarr 304-720-2108 or David Blevins 304-720-2116</i>						
***** THIS IS THE END OF RFQ ISCF0097 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION
Office of Technology
ISCF0097

PART 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting proposals for the Department of Administration, Office of Technology, to obtain bids from vendor(s) to provide connectivity between the Clarksburg lata and the Hagerstown lata and between the Charleston lata and the Bluefield lata as described in this RFQ. Replacing the current OC-3's with OC-3's with the ability to monitor traffic throughput is the minimum acceptable solution. The Office of Technology realizes technologies such as a Multi-Point Label Switching (MPLS) or a Virtual Private LAN Service (VPLS) - Level 2, may be viable options. Our primary goal is to solicit a cost-effective solution that meets our requirements and maintains an acceptable quality of service.

1.2 Prime Contractor:

The Vendor(s) is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor(s) to be the sole point of contact with regard to all contractual matters. The Vendor(s) may enter into written subcontracts for performance of work under this contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

1.3 Term of Contract & Renewals:

This contract will be effective July 1, 2006 or upon award, whichever is later, and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewal shall be for an additional six (6) months, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

PART 2 CURRENT ENVIRONMENT

2.1 Current Environment:

There is currently an OC-3 that runs between Charleston and Bluefield which is partitioned by end user and the total partitioned allocation is 69,809 Kbps. The State estimates this circuit to have actual traffic of no more than 41,100 Kbps. The other OC-3 runs between Clarksburg and Hagerstown. This OC-3 is also partitioned and the allocated total is 75,880 Kbps. The State's estimate for the actual traffic on this circuit is to be no more than 51,840 Kbps. The minimum acceptable bandwidth is 100Mbps.

Circuits located within the Charleston area terminate at the Local Exchange Carrier's (LEC's) respective hub and the same is true for circuits in the Bluefield, Clarksburg and Hagerstown areas. The circuits then leave the local LEC's hub and ride the OC-3 crossing to make their way to Charleston, Bluefield, Clarksburg or Hagerstown.

PART 3 PROCUREMENT REQUIREMENTS

3.1 Mandatory Technical Requirements

- 3.1.1 Install an INTEREXCHANGE TELECOMMUNICATIONS between the following Asynchronous Transfer Mode (ATM) Common Language Location Codes (CLLI codes):

Charleston lata	ATM Switch	CHTNWVLEBB0
Bluefield lata	ATM Switch	BLFDWVXABB1

3.1.2 Install an INTEREXCHANGE TELECOMMUNICATIONS between the following ATM CLLI codes:

Clarksburg lata	ATM Switch	CLBGWVMABB0
Hagerstown lata	ATM Switch	HGTWMDHGBB2

3.1.3 The circuit cost between the Bluefield Switch and the Charleston Switch must include the cost of the port on both the Bluefield Switch and the Charleston Switch. This cost must be for full bandwidth utilization of the port.

3.1.4 The circuit cost between the Clarksburg Switch and the Hagerstown Switch must include the cost of the port on both the Clarksburg Switch and the Hagerstown Switch. This cost must be for full bandwidth utilization of the port.

3.1.5 The vendor must be able to add additional INTEREXCHANGE TELECOMMUNICATIONS circuits between the above CLLI codes if requested by the State.

3.1.6 The vendor must be able to upgrade to 200MB Ethernet or add OC-12s between the above CLLI codes if requested by the State.

3.1.7 All circuits will be dedicated exclusively for the use of the State of West Virginia unless an alternative solution guarantees the State of privacy and availability.

3.1.8 Any and all equipment required to provide the circuits or to support any other relevant requirements of this procurement must be housed in the same Central Office as the ATM switches identified by the CLLI codes above. Any cross connects that may be required will be the responsibility of the vendor. Any cost associated with these cross connects or the housing of the equipment must be identified as a one-time charge on the Price Sheet.

3.1.9 All circuits installed as a result of this procurement effort must have the capability of redundancy. **Vendors must describe how they propose to meet this requirement.** If a vendor quotes distinct point-to-point circuits, the vendor must ensure the path is kept diverse end-to-end for the term of this contract.

3.1.10 The vendor must submit the vendor's transition plan to convert the State's current service to the new service; and any benefits their solution brings to the State versus the current environment; etc.

3.1.11 **The vendor must provide an end-to-end network diagram, both hard copy and in electronic Visio 2003 format** for the mandatory circuits. **Additionally, the vendor must provide a detailed design and documentation** that must include at a minimum: specifications for all components; quoted facility routes; method of installation; and warranty terms and periods. Upon the request of the Purchasing Buyer, this information must be provided within three (3) business days from the date requested. **If the vendor fails to provide this document within the specified timeframe, the vendor will be removed from further consideration.**

3.1.12 The vendor shall bear all financial and scheduling responsibility (i.e. traffic control, flagmen, orange barriers, etc.) required to install the circuits and to ensure access to work areas.

3.2 INSTALLATION REQUIREMENTS

3.2.1 All circuits installed and/or upgraded and accepted as a result of this procurement are to be installed and operational within sixty (60) calendar days After Receipt of Purchase Order (ARO). If the vendor does not meet the provisioning requirements, the State will receive a credit equal to the installation charges. If the provisioning deadline extends thirty (30) calendar days past the agreed upon installation date, the State may terminate the contract.

3.2.2 Upon notification by the vendor that any new or relocated circuits are installed and have passed all vendor testing, the State will perform an acceptance test no later than ten (10) business days from

the date of notification to assure that the circuits work as specified. The circuits shall be deemed installed upon successful completion of this acceptance test.

3.2.3 If any downtime is required for the installation of the circuits, the end-user shall experience downtime only during the night of the cut-over which shall be scheduled between 2AM and 6AM.

3.2.4 Billing for the circuits shall commence only after successful acceptance testing by the State.

3.3 MAINTENANCE REQUIREMENTS

3.3.1 The successful vendor shall be responsible for the on-going maintenance of all circuits, even those that may utilize a third-party to provide the "last mile".

3.3.2 Scheduled maintenance must occur on Sunday mornings beginning no earlier than 2AM with completion no later than 6AM EST.

3.3.3 Vendor must provide seven (7) calendar days advance notification of scheduled maintenance.

3.3.4 In the event of required emergency maintenance, the vendor shall inform the State's point of contact and receive verbal approval prior to working on the circuits or any infrastructure that may affect the traffic flowing across the circuits.

3.4 SERVICE LEVEL GUARANTEE

3.4.1 The vendor must describe, in detail, their level of service guarantee and remedies for outages. The vendor's response must meet or exceed the minimum expectations required by the State of West Virginia's Public Service Commission (PSC) as described in Title 150, Legislative Rule for the Public Service Commission entitled, Series 6 – Rules and Regulations for the Government of Telephone Utilities. (see <http://www.wvsos.com/csrdocs/worddocs/150-06.doc>)

3.5 SERVICE ORDERS

3.5.1 The successful vendor must have a Network Operations Center (NOC) with a 24 x 7 x 365 availability with on-duty network engineers that can be reached via a nationwide toll-free phone number. **All calls into the NOC must be answered by a live operator (i.e. no IVR or Automated Attendant).** Upon such a report, the vendor shall note the time of the report, assign a reference number for the report, and provide this information to the caller. The vendor shall also provide other appropriate contact information where problems or outages are to be reported. If not provided with the vendor's bid response, upon the request of the Purchasing Buyer, this information must be provided within three (3) business days from the date requested. **If the vendor fails to provide this document within the specified timeframe, the vendor will be removed from further consideration.**

3.5.2 The vendor shall provide escalation and reporting procedures for service outages. Escalation schedules shall contain escalation timeframes from point of incident and telephone numbers for all levels of activity on the escalation schedule. Trouble call management escalation may include high priority reporting and resolution centers and not necessarily individuals. If not provided with the vendor's bid response, upon the request of the Purchasing Buyer, this information must be provided within three (3) business days from the date requested. **If the vendor fails to provide this document within the specified timeframe, the vendor will be removed from further consideration.**

3.5.3 Any vendor responding to this RFP must be willing to grant authorization to map the logical paths, across the proposed circuit type, to the vendor (s) who owns the equipment located at the CLLIs identified in Section II.A.1 and II.A.2.

3.6 ACCOUNT MANAGEMENT

- 3.6.1 The successful vendor shall provide appropriate personnel to provide overall account management and to work in tandem with dedicated staff at Office of Technology (OT). The Account Manager(s) will meet with OT staff on a regular basis to discuss contractual matters, technology planning, billing issues and other administrative matters. The timing and location of these meetings shall be determined by OT after the contract is awarded.
- 3.6.2 This account management function shall include a single point of contact (SPOC) for all problem resolutions, billing issues, installation activity and maintenance. The single point of contact shall be available to state staff via toll free calling. Escalation procedures for account management personnel shall be provided in response to this RFP. This shall include, but not be limited to, the escalation as a result of an outage, installation and/or billing matters. Escalation schedules shall contain names, titles and telephone numbers of account management escalation personnel.
- 3.6.3 The vendor must provide a statistical report of network reliability that, at a minimum, is to be presented at the OT/Vendor scheduled meetings. The State, however, may request such statistical reports outside of the meeting times. If so, such reports shall be given to the State within three (3) business days from the date requested.

Examples of reports are network availability and reliability (all types), outage durations (all types), measure of provisioning commitment. Summary reports will be prepared in graphical format and statistical backup on a per/incident report will be available.

3.7 MISCELLANEOUS

- 3.7.1 Vendor(s) must include, per circuit, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate, in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.
- 3.7.2 E-Rate
The successful vendor MUST participate in the E-Rate program. The vendor shall register with the Schools and Library Division of the Universal Service Administrative Company (USAC) and a get SPIN (service provider) identification number. Vendor must register with the USAC each year of the contract term, and remain in good standing.

SUMMARY SHEET FOR COST EVALUATION - REDUNDANT CIRCUITS

Total Months	Type of Circuit	Qty	Location	Costs (as per the Vendor's Price Quote)		Total
				One-Time Cost	Monthly Cost X Total mos. =	
12	INTEREXCHANGE TELECOMMUNICATIONS	1	Bluefield CLLI to Charleston CLLI	Not Available	"Not Available At This Time"	"Not Available At This Time"
12	INTEREXCHANGE TELECOMMUNICATIONS	1	Clarksburg CLLI to Hagerstown CLLI	Not Available	"Not Available At This Time"	"Not Available At This Time"
6	INTEREXCHANGE TELECOMMUNICATIONS	2	Bluefield CLLI to Charleston CLLI	Not Available	"Not Available At This Time"	"Not Available At This Time"
6	INTEREXCHANGE TELECOMMUNICATIONS	2	Clarksburg CLLI to Hagerstown CLLI	Not Available	"Not Available At This Time"	"Not Available At This Time"
GRAND TOTAL						

SUMMARY SHEET FOR COST EVALUATION - NON-REDUNDANT CIRCUITS

Total Months	Type of Circuit	Qty	Location	Costs (as per the Vendor's Price Quote)		Total
				One-Time Cost	Monthly Cost X Total mos. =	
12	INTEREXCHANGE TELECOMMUNICATIONS	1	Bluefield CLLI to Charleston CLLI	\$ 0	\$ 15,067. ⁰⁰	\$ 180,804. ⁰⁰
12	INTEREXCHANGE TELECOMMUNICATIONS	1	Clarksburg CLLI to Hagerstown CLLI	\$ 0	\$ 19,760. ⁰⁰	\$ 237,120. ⁰⁰
6	INTEREXCHANGE TELECOMMUNICATIONS	2	Bluefield CLLI to Charleston CLLI	\$ 6,000. ⁰⁰	\$ 30,134. ⁰⁰	\$ 186,804. ⁰⁰
6	INTEREXCHANGE TELECOMMUNICATIONS	2	Clarksburg CLLI to Hagerstown CLLI	\$ 6,000. ⁰⁰	\$ 39,520. ⁰⁰	\$ 243,120. ⁰⁰
GRAND TOTAL						\$ 847,848. ⁰⁰

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: FiberNet LLC

Authorized Signature: Jerry C. Smaw Date: 6-21-06

Service Availability Guarantee:

FiberNet's Service Availability Guarantee is to ensure that the FiberNet Network is available 99.999% of the time. This guarantee covers FiberNet's network, which extends throughout WV. The FiberNet network is the most advanced statewide network in WV qualifying FiberNet to be certified as an Eligible Telecommunications Carrier. SONET ring architecture ensures the reliability of FiberNet's network and its service guarantee to customers. Some remote end-points are on folded fiber rings.

The FiberNet continuum of proactive network-centric solutions ensures the availability of our network applications. This has evolved from a discretionary expense to a strategic investment for FiberNet. This also allows your Company to approach business continuity from a proactive perspective. FiberNet follows industry standard best practices to assure the utmost in availability and security to our customers.

This guarantee excludes service interruptions that are due to access circuits provided by other LEC'S (Local Exchange Companies) or maintenance service performed within a maintenance window.

All scheduled maintenance to the FiberNet network will be performed within a maintenance window of 2AM to 6AM local time of the FiberNet POP to which the Customers service is connected or as negotiated with a specific customer. As a courtesy, FiberNet will attempt to notify all affected customers at least 48 hours in advance by email, telephone or fax prior to performing any scheduled maintenance affecting service or as specified.

If the customer experiences an interruption of service, they should immediately notify FiberNet Customer Service of the trouble and obtain a ticket number relating to the outage. FiberNet's Network Operations Center (NOC) is manned 24 x 7 x 365 for our customer's convenience. Once service is restored, the customer needs to request a credit within 5 days of service restoration, providing the ticket number for reference. The calculated outage will be from the time of receiving the initial trouble report until service restoration. All times will be verified by FiberNet network surveillance.

Any outage lasting more than eight hours will be credited for 24 hours of service. In the event that the outage lasts more than 24 hours you will be credited for each 24-hour period that your service was out.

6.21.06