



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
DATA09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

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O

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

Citizens Telecommunications of West  
 Virginia d/b/a/ Frontier Communications  
 of West Virginia  
 1108 N. Mildred Street  
 Ranson, WV 25438-5571

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
12/02/2008						
BID OPENING DATE: 01/13/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE DATA SERVICES IN THE MCDOWELL AND MERCER COUNTY AREAS OF WEST VIRGINIA. THIS INCLUDES CIRCUITS FOR THE DEPARTMENT OF EDUCATION K-12 COMMUNITY AND THE PUBLIC LIBRARY COMMISSION.</p> <p>*****          INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, DECEMBER 15, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED DRALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS          DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          FAX: 304-558-4115          EMAIL: JO.A.ADKINS@WV.GOV</p> <p>*****          ATTACHMENTS TO THIS REQUEST FOR QUOTATION:          1. DATA09 SPECIFICATIONS AND COST SHEETS, DATED 12/01/2008, 12 PAGES.          2. VENDOR PREFERENCE CERTIFICATE, 1 PAGE.          3. PURCHASING AFFIDAVIT, 1 PAGE.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
			518-773-6688		1-9-09	
TITLE		FEN		ADDRESS CHANGES TO BE NOTED ABOVE		
SVP-GM		060449041				
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'						

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 2009 JAN 13 AM 11:32  
 WV PURCHASING  
 DIVISION

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

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



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OR  
**JO ANN ADKINS**  
**304-558-8802**

VENDOR

Citizens Telecommunications of West Virginia d/b/a Frontier Communications of West Virginia  
 1108 N Mildred St  
 Ranson, WV 25438-5571

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/02/2008						
BID OPENING DATE: 01/13/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		205-39		
<p>PER ATTACHED PRICE QUOTES</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO 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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

ROBERT V. PROFFER

Citizens Telecommunications of West Virginia d/b/a Frontier Communications of West Virginia  
 1108 N Mildred St  
 Ranson, WV 25438-5571

S H I P T O

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
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<p>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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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 CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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# Request for Quotation

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**4**

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 304-558-8802**

VENDOR

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<p>ELECTRONIC MEDIUM SUCH AS CD-ROM.            REV. 04/11/2001            EXHIBIT 5</p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR APPLICABLE COUNTY, PURSUANT 80 WEST VIRGINIA CODE 21-5A, ET,SEQ.</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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### Request for Quotation

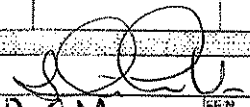
RFQ NUMBER  
**DATA09**

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JO ANN ADKINS**  
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12/02/2008						
BID OPENING DATE: 01/13/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>***** THIS IS THE END OF RFQ DATA09 ***** TOTAL: _____</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 			TELEPHONE 518-773-6688		DATE 1-9-09	
TITLE SVP-GM		FERN 061449041		ADDRESS CHANGES TO BE NOTED ABOVE		

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

# DATA09

## **SPECIFICATIONS and COST SHEETS**

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting quotations from qualified Vendors to establish a statewide contract for the procurement of data services in the McDowell and Mercer county areas of West Virginia. The successful vendor will be required to replace the existing circuits (ATTACHMENT 1) and install any new circuits that may be requested. The State of West Virginia will not guarantee any minimum number of circuits to be installed under this contract.

**Frontier Response: Read and Understood**

### CURRENT ENVIRONMENT

Currently, there are approximately 80+ circuits that will be covered by this RFQ (refer to Attachment 1.) All requests for service are submitted to the vendor from the WV Office of Technology (WVOT) via a Telecommunications Change Request (TCR) form hosted on the State of West Virginia's website (commonly referred to as the DATA05 portal). No service is to be installed by the vendor unless the request has been electronically approved and routed to the vendor via the DATA05 portal. The vendor updates the TCR request via the portal by providing, at a minimum, the vendor's work order number, the due date of installation, and the effective bill date.

**Frontier Response: Understood with exception. Frontier currently has access to the TCR data portal. Within the current environment services for the K-12 communities are accepted outside this process and would be invoiced separately from WVOT.**

### REQUESTED SERVICES

The services to be provided shall be for speeds identified, but not limited to, those in the attached Price Quotes. These services will replace the services currently provided via the Data05B contract between the State of West Virginia and Frontier Communications and allow for installation of any new circuits that may be requested during the life of the new contract. The Price Quote B allows space for the responding vendors to include any circuit types that they may provide that are not specified on the Price Quotes. It is important to note that only those services identified on the Price Quotes can be provided by the successful vendor. It is anticipated that the contract that results from this RFQ will remain in effect for one (1) year, with an option to renew for two (2) additional one (1) year periods.

**Frontier Response: Understood with exception**

**All Circuit Type Pricing is dependant on sufficient existing facilities being available. Frontier will negotiate an appropriate price if construction is required. Pricing is from Verizon meet-point to agency location within Bluefield LATA or between two (2) agencies within Bluefield LATA.**

**Ethernet pricing requires both ends of circuit to be within Frontier's Bluefield LATA footprint.**

**Bonded Frame Relay availability is based on your ability to do Multi-Link Point-to-Point Protocol (MLPPP) and providing there are no IP address conflicts. BRI: provisioning of this service may require the use of alternative services such as PRI.**

### E-RATE SERVICES

The services requested on 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 Federal Communications Commission ("FCC") in connection with the Universal Service Order. The school districts and libraries intend to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis.

**Frontier Response:** Frontier is a member in good standing with USAC. Our SPIN number is 143001430

### **COST QUOTES & WORKING ENVIRONMENT**

All price quotes for each level of service shall be a **POSTALIZED RATE** within the Frontier Communications footprint and **shall not include any mileage charges**. Vendors shall quote one postalized rate for circuits that are used to connect to the State's backbone network and a second postalized rate for circuits used locally. The successful vendor shall be responsible for, and include as part of the postalized rate, any meet-point charges and any other monthly recurring charges that are required for providing the requested service. Any unidentified charges will be the responsibility of the successful vendor to pay and shall not be passed on to the State.

In the geographic area served by Frontier Communications for the Mercer and McDowell counties there are three (3) services provided - Frame Relay, ATM, and DDS. All services provided to state agencies in this geographic area shall be provided to the switching center for Frontier located at their Bluefield, WV, Central Office. The CLLI codes are as follows:

ATM Switch	BLFDWVXABB1
FR Switch	BLFDWVXABB5
DDS Switch	BLFDWVXABB5

All Services shall be provided and priced to go from the State's user site to the above switches. The pricing shall be inclusive, including customer premise to Frontier switches.

All services shall be provided and priced to go from the State's user site to the above meet points. Vendors shall provide monthly postalized price quotes via the attached Price Quote Sheets. Both Price Quote Sheets must be completely filled out and submitted with the vendor's response in order for their response to be considered for evaluation. In addition, in order to be considered for award, vendors shall include costs for all requested circuit types listed on the cost sheet. A vendor's failure to provide a circuit or pricing will result in that vendor not being considered for award. Vendors may add any circuit type not listed on the cost sheet but these costs will not be used in the Cost Evaluation. NOTE: Any additional circuit added by the vendor shall only be considered if all of the pricing information is provided.

**Frontier Response:** Read and Understood

### **INSTALLATION TIMEFRAMES**

#### **Existing Circuits:**

The successful vendor is to have all circuits converted to the new contract within one hundred twenty (120) calendar days (not business days) of receipt of Purchase Order. If the successful vendor's pricing is less than the existing circuit price, then for any circuit not converted within one hundred twenty (120) calendar days (not business days), the successful vendor shall credit the user for the difference for each month the new circuit is delayed, including the meet-point charges, if applicable.



## New Circuits:

All newly requested circuits shall be installed within thirty (30) calendar days of the vendor's receipt of the TCR from THE WVOT. Requests for new service where there are no facilities available shall be installed within sixty (60) days of the vendor's receipt of the TCR from THE WVOT. It is the responsibility of the vendor to notify THE WVOT of the lack of facilities or any other problems associated with the installation of the circuit within five (5) business days of the vendor's receipt of the TCR. If there are extenuating circumstances that are beyond the control of the vendor, such as Force Majeure or an Act of God, that prohibit the vendor from meeting the required installation dates, the vendor must notify THE WVOT in writing within five (5) business days of the receipt of the TCR. The State will agree to a reasonable extension that shall not extend past sixty (60) calendar days except in the case of a disaster or similar catastrophe. The State will receive one (1) month of service at no charge for every seven (7) calendar days that the installation of a requested circuit is delayed.

**Frontier Response: Understood with exception. Should there be lack of available facilities on the larger bandwidth circuits a (60) day installation may not be feasible. Frontier would prefer to reach a mutually agreed upon installation date should that situation arise.**

## ACCOUNT MANAGEMENT

At a minimum, the successful bidder to this Quote will provide account management support to the State of West Virginia and participating entities at levels described herein. The successful vendor shall provide appropriate personnel to provide overall account management and to work in tandem with dedicated State staff at the WVOT and agency personnel with telecommunications responsibility. The Account Manager(s) will meet with THE WVOT 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 THE WVOT after the contract is awarded.

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 in geographic West Virginia. Escalation procedures for account management personnel shall be provided in response to this RFQ. This shall include, but not be limited to, the escalation as a result of an outage, installation and/or billing matters. Escalation schedules should contain names, titles and telephone numbers of account management escalation personnel.

**Frontier Response: Read and Comply. Refer to Addendum 1 for escalation list.**

## SERVICE OUTAGES

The successful vendor shall be responsible for on-going maintenance of all circuits. The successful vendor shall specify a toll-free phone number and other appropriate contact information where problems or outages are to be reported. 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 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). If a vendor fails to describe their service level or does not meet the PSC requirements, they will be removed from further consideration.

**Frontier Response: Understood, refer to Addendum 2**

## **SERVICE ORDERS**

All requests for service under this contract will be submitted to the successful vendor by the WVOT via a TCR, as described in the CURRENT ENVIRONMENT section of this RFQ. No service shall be installed by the successful vendor for any State of West Virginia entity without a TCR that has been approved by the WVOT. The vendor's failure to conform to this requirement could result in non-payment of services. TCR's will not be submitted by the State for the conversion of existing service. They will only be submitted when requesting new service.

**Frontier Response: Understood with exception. Frontier currently has access to the TCR data portal. Within the current environment services for the K-12 communities are accepted outside this process and would be invoiced separately from WVOT.**

## **BILLINGS**

All billings for services installed under this contract shall be accurate and delivered in a timely manner. In addition, the vendor shall be required to provide a quarterly Accounts Receivable report to the State's Billing Coordinator.

Additionally, if requested by the State, the vendor must be able to bill each agency directly. Any additional cost associated with this billing method must be indicated on the Cost Sheets. If costs are not identified, it will be understood that the State's chosen method of billing will be at no additional cost to the State.

If the WVOT elects to exercise the direct billing option, a copy of each of these bills (electronic or paper, as determined by the WVOT) may be requested by the WVOT and shall be sent to:

(Vendor's Name) Billing Coordinator  
WVOT-Telecomm  
One Davis Square  
PO Box 50110  
Charleston, WV 25305

**Frontier Response: Read and Understood**

**SECTION VI - COST EVALUATION**

For each vendor submitting a response to the RFQ, the following cost methodology will be used to determine the vendor with the lowest bid.

1. The State intends to award the contract to the vendor with the lowest grand total costs.
2. The Evaluation Methodology will be based on the costs submitted by the vendor for Price Quote A, B and Miscellaneous Charges. Vendor's proposal with the lowest grand total costs will be recommended for award.
3. The quantities listed on the price quotes are for evaluation purposes only and do not reflect actual quantities.

**FOR EVALUATION PURPOSES ONLY**

Total Cost of Price Quote A:	<u>\$ 38,036.00</u>
Total Cost of Price Quote B:	<u>\$218,772.00</u>
Total Cost of Misc. Charges:	<u>\$ 1,140.00</u>
<b>TOTAL:</b>	<b><u>\$257,948.00</u></b>

**MANDATORY PRICE QUOTE A FOR EXISTING CIRCUITS -  
MONTHLY COSTS WITH INSTALL COSTS INCLUDED\***

Circuit type	Estimated Qty	Monthly Circuit Cost with INSTALL Costs Included	Total Monthly Cost (a * b)	
	(a)	(b)		
2.4 DDS MP	60	\$ 82.00	\$ 4,920.00	
9.6 DDS MP	2	\$ 105.00	\$ 210.00	
19.2 DDS MP	2	\$ 105.00	\$ 210.00	
19.2 DDS PP	2	\$ 105.00	\$ 210.00	
56Kb DDS MP	2	\$ 150.00	\$ 300.00	
56Kb DDS PP	2	\$ 150.00	\$ 300.00	
56Kb FR	15	\$ 150.00	\$ 2,250.00	
1.54Mb DDS MP	10	\$ 400.00	\$ 4,000.00	
1.54Mb DDS PP	10	\$ 400.00	\$ 4,000.00	
1.54Mb FR(128CIR)	15	\$ 400.00	\$ 6,000.00	Note 1
each 128KCIR increment	1	\$ 6.00	\$ 6.00	Note 2
1.54Mb ATM (DS1)	3	\$ 575.00	\$ 1,725.00	
1.54Mb FR PP	1	\$ 400.00	\$ 400.00	
1.54Mb ATM PP	1	\$ 575.00	\$ 575.00	
45Mb FR - Copper	3	\$ 3,640.00	\$ 10,920.00	
Bonded Frame Relay	5	\$ -	\$ -	
ISDN BRI <sup>1</sup>	3	\$ 70.00	\$ 210.00	
ISDN PRI <sup>2</sup>	3	\$ 600.00	\$ 1,800.00	
<b>QUOTE A TOTAL</b>			\$ 38,036.00	
MP=Multi Point		PP = Point to Point		
<b>Note 1:</b> Currently these circuits are at a 768K CIR, not 128K				
<b>Note 2:</b> The incremental CIR is for additional PVC's being added to an existing T-1 Frame Relay Circuit.				

Frontier Response: All Circuit Type Pricing is dependant on sufficient existing facilities being available. Frontier will negotiate an appropriate price if construction is required. Pricing is from Verizon meet-point to agency location within Bluefield LATA or between to agency within Bluefield LATA.

<sup>1</sup> Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

<sup>2</sup> Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

**MANDATORY PRICE QUOTE B - NEW CIRCUITS\***

CIRCUIT TYPE	Estimated Qty.	MONTHLY CIRCUIT COST		TOTAL COST
		(B1)	(B2)	
	(a)	Circuit Costs	Install Costs	(C) = A* (B1*12+B2)
2.4 DDS MP	5	82.00	0.00	4920.00
9.6 DDS MP	1	105.00	0.00	1260.00
19.2 DDS MP	1	105.00	0.00	1260.00
19.2 DDS PP	1	105.00	0.00	1260.00
56Kb DDS MP	1	150.00	0.00	1800.00
56Kb DDS PP	1	150.00	0.00	1800.00
56Kb FR	1	150.00	0.00	1800.00
1.54Mb DDS MP	1	400.00	0.00	4800.00
1.54Mb DDS PP	1	400.00	0.00	4800.00
1.54Mb FR (128CIR)	1	400.00	0.00	4800.00
each 128KCIR increment	1	6.00	0.00	72.00
1.54Mb ATM (DS1)	1	575.00	0.00	6900.00
1.54Mb FR PP	1	400.00	0.00	4800.00
1.54Mb ATM PP	1	575.00	0.00	6900.00
45Mb FR - Copper	1	3640.00	0.00	43,680.00
<b>**45Mb ATM – Fiber</b>	1	3640.00	0.00	43,680.00
<b>**155Mb ATM - Fiber</b>	1	6200.00	0.00	74,400.00
Bonded Frame Relay	5	30.00***	0.00	1,800.00
ISDN BRI <sup>1</sup>	1	70.00	0.00	840.00
ISDN PRI <sup>2</sup>	1	600.00	0.00	7200.00
<b>NEW CIRCUIT TOTAL</b>				<b>\$218,772.00</b>
MP = Multi Point		PP = Point to Point		
<b>NEW CIRCUIT TYPES</b>		<b>(Cost not used in evaluation)</b>		
<b>Circuit Type</b>		<b>Circuit Costs</b>	<b>Install Costs</b>	
Ethernet – 10 Meg		900.00	0.00	
Ethernet – 100 Meg		2725.00	0.00	
Ethernet – 1 Gig		6000.00	0.00	

\*Vendors are required to supply the information requested on this price quote and submit with the response. Frontier Response: All Circuit Type Pricing is dependant on sufficient existing facilities being available. Frontier will negotiate an appropriate price if construction is required. Pricing is from Verizon meet-point to agency location within Bluefield LATA or between two (2) agencies within Bluefield LATA. Ethernet pricing requires both ends of circuit to be within Frontier's Bluefield LATA footprint.

Bonded Frame Relay availability is base on your ability to do MLPPP and providing there are no IP address conflicts. BRI: provisioning of this service may require the use of alternative services such as PRI.

\*\*\*In addition to base circuit price.

<sup>1</sup> Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

<sup>2</sup> Monthly Cost will include unlimited usage. For per minute pricing outside of the geographical area, refer to Misc. Cost Sheet.

**MANDATORY PRICE QUOTE FOR MISCELLANEOUS CHARGES\***

To meet the requirements of this RFQ, the vendor shall identify any additional costs. If charges are not identified, it is the Vendor's intent to provide these services at no additional charge to the State.

Service	Billing Rate (a)	Billing Unit (i.e. per acc't, media, etc.) (b)	Estimated Quantity (c)	Cost d = (a * c)
Electronic Media – Monthly	\$0.00	Per media	1 cartridge tape	\$0.00
Processing TCR's/Work Orders	\$0.00	Per TCR	10/month	\$0.00
BRI usage per minute <sup>3</sup>	\$ .10	Per Minute	100 min./month	\$10.00
PRI usage per minute <sup>4</sup>	\$ .10	Per Minute	100 min./month	\$10.00
Mapping Charge (Section III.A.4 and B.3)	\$0.00	Per Occurrence	5 occurrences/month	\$0.00
Other Charges (Please describe):	See Addendum 3			
Extend Demark	\$120.00	Per Occurrence	1/month	\$120.00
Expedite Services (15/22 days)	\$1000.00	Per Occurrence	1/month	\$1000.00
<b>MISCELLANEOUS COST TOTAL</b>				<b>\$1,140.00</b>
NOTE: The above quantities are for evaluation purposes only and do not reflect actual quantities.				
*Vendors are required to supply the information requested on this price quote and submit with the response				

<sup>3</sup>This price is to reflect the usage pricing OUTSIDE of the geographical area. The Monthly Cost quoted on Price Quote A and/or B is to include unlimited usage within the same geographical area.

<sup>4</sup> This price is to reflect the usage pricing OUTSIDE of the geographical area. The Monthly Cost quoted on Price Quote A and/or B is to include unlimited usage within the same geographical area.

# ATTACHMENT 1 CURRENT CIRCUIT LISTING

CIRCUIT #	CIRCUIT EXTENSION	ADDRESSES	CITY
G5HCGS219462	CZUC	90 WYOMING ST,WELCH,	Welch
G5HFGA076563	CZUC	PO BOX 1000-D126, Concord College Computer Center	Athens
G5YBGA036002		5 Mercer Plaza, Mercer Plaza, Bluefield	Bluefield
G5XHGS194382		100 ROGERS STREET, MERCER COUNTY MAGISTRATE	Bluefield
G5XAGS200010	GTES	300 Bland Street, Rt 460 ByPass	Bluefield
G5XAFS200057	GTES	3224 E Cumberland Rd, B&T Quick Mart	Bluefield
G5XAFS200055	GTES	3108 Cumberland Rd, Blue Flash Food Mart	Bluefield
G5XAFS200023	GTES	1716 Princeton Ave, Cargo Oil # 2	Bluefield
G5XAFS014707	GTSE	Rt 52 N, Dor-Dig Corp Texaco	Bluefield
G5XAFS014675	GTSE	315 Bluefield Ave, Grants Supermarket	Bluefield
G5XAFS014674	GTSE	Rt 52 Bluefield Shop Center, Kroger 176	Bluefield
G5XAFS014673	GTSE	3224 E Cumberland Rd, Mountaineer Bowling	Bluefield
G5XAFS014672	GTSE	1319 Bland St, Hot Stop	Bluefield
G5XAFS014670	GTSE	3189 E Cumberland Rd, One Stop Beverage	Bluefield
G5XAFS014666	GTSE	419 Federal St, Manor Market	Bluefield
G5XAFS014658	GTSE	Rt 460 Green Valley, KO Convenience Center	Bluefield
G5XAFS014652	GTSE	US 19 & 460, Kayo-Jef Store 48007	Bluefield
G5XAFS299724	CZUC	3022 B Cumberland Rd, #145431 Patty's	Bluefield
G5XAFS299715	CZUC	307454, #145431 Patty's	Bluefield
G5XAFS265004		Rt 2, S&S Express #5	Bluefield
G5HFGL233704	CW	229 Rock Street	Bluefield
G5XAFS200002	GTES	Rt 52, Citgo Oil	Bluewell
G5XAFS014654	GTSE	Rt 52, S & S Express	Bluewell

G5XAFS014646	GTSE	US Rte 52, S & S Express	Bluemell
G5XAGS365101	CZUC	408 Simmons Ave. Riverside Pop Shop	Bramwell
G5XAFS014635	GTSE	Rte.102 Nemours, Nemours Grocery	Bramwell
G5XAFS200061	GTES	Rt. 103, A + B Enterprises	Gary
G5XAFS208103		Rt 10, C&J Enterprise	Kegley
G5XAGS183843		55 Main Street, Eilers Quick Stop	Keystone
G5XAFS014639	GTSE	Main Street, Gianto's	Kimball
G5XAFS014650	GTSE	Rt 10 Lashment, L&M Market	Matoaka
G5XAFS200024	GTES	Rt # 52 N, Cargo Oil # 1	Powhata
G5YBGA263664		195 Davis Street, Princeton	Princeton
G5YBGA248325		92 McDowell Street, Welch	Princeton
G5YBGA239886	CZUC	1450 Main Street, Princeton Parole Offices	Princeton
G5YBFQ290785		843 Shelter Road, Sam Purdue Juvenile Center	Princeton
G5XHFS200212	GTES	Rt 20, Mercer Co, Disconnecting 827	Princeton
G5XHFS200211	GTES	Ambrose Lane, I-77 Lab	Princeton
G5XAGS342764	GTES	1021 Stafford Drive, Liquors & More #2	Princeton
G5XAGS204342		228 1, Rt. 20 Kwik Stop	Princeton
G5XAGS200042		1000 Oakvale Road	Princeton
G5XAGL332384	CZUC	1314 E Main Street, Grants Supermarket	Princeton
G5XAGL221662	CZUC	1281 Stafford Dr, Smoker Friendly #12	Princeton
G5XAGL012361	CZUC	Rt 20 Athens Road, Buckners Trading Post	Princeton
G5XAFS353307	CZUC	306 S Walker Street, Joy Food Store #825	Princeton
G5XAFS200054	GTES	Rogers St., Short Stop # 6	Princeton
G5XAFS200053	GTES	Low Gap Road, Village Store	Princeton
G5XAFS200048	GTES	1020 Stafford Drive,	Princeton
G5XAFS200031	GTES	1000 Oakvale Road, Little General Store	Princeton
G5XAFS200022	GTES	Rt 20 South, Fast Stop # 2	Princeton
G5XAFS200000	GTES	710 Stafford Dr, S&S Express	Princeton
G5XAFS085542	CZUC	605 Rogers St, Fat Daddy's	Princeton
G5XAFS014704	GTSE	750 Old Oakvale Dr, Exxon #286062	Princeton
G5XAFS014663	GTSE	191 Ambrose Lane, S & S Mart	Princeton



**ADDENDUM 1  
Escalation List**

**Reference: Account Management**

**SPOC CONTACT:** Lisa Leakey Sales Engineer 800-370-1948  
717-355-9198 – fax

**Escalation procedures**

**Account Management**

Lisa Leakey	Sales Support Specialist	800-370-1948
Chet Cole	Regional Sales Mgr	304-728-2060 – 8 hrs
Mark Murphy	RSVP	585-777-7677 – 4 hrs

**Billing Issues**

Lisa Leakey	Sales Engineer	800-370-1948
Jeff Weibers	Director, Access Billing	952-435-1338 – 8 hrs
Mike Swatts	Area General Manager	304-325-1216 – 4 hrs

**Installation/Disconnects – Shall follow State of WV's TCR Process**

Lisa Leakey	Sales Engineer	800-370-1948
Rick Umberger	Technical Supervisor	304-325-1401 – 8 hrs

**Repair/Outage**

Repair Department		866-387-3662
Lisa Leakey	Sales Engineer	800-370-1948 – 4 hrs
Rick Umberger	Technical Supervisor	304-325-1401 – 1 hr
Mike Swatts	Area General Manager	304-325-1216 – 1 hr

## **ADDENDUM 2**

### **Service Level Agreement**

Frontier shall provide the services in accordance with the service level requirements set forth in its tariff. Subject to staffing and facility limitations, Frontier shall use reasonable efforts to support the service level requirements (SLAs) required by the State. The SLAs are set forth in this RFP which is listed below. Subject to the adoption of mutually acceptable procedures for service ordering, provisioning, installation activities and maintenance and repair activities; if Frontier performance fails to meet the service level requirements set forth in its filed tariffs or fails to make reasonable effort to meet SLAs incorporated into a contract, WVOT shall have the right upon sixty (60) days advance written notice to Frontier to terminate or cancel the affected services or this Agreement but WVOT shall remain liable for payment of services provided by Frontier up to and including the date of termination.

#### **I. Service Level Agreements**

- a. Frontier will commit to dispatch within your requested 4 hours interval 24 x 7.

#### **II. Testing Procedures**

- a. In the event of a service issue, WVOT will contact the Frontier Communications Repair Center by calling 800-387-3662.
- b. The Repair Center will release a Trouble Ticket describing the nature of the difficulty, the location being affected and any additional information appropriate to the situation.
- c. The Repair Center will dispatch local technicians to begin investigation at a physical layer.
- d. In the event the difficulty lies in a layer higher than physical, the Technician will escalate the trouble to the Frontier Network Operations Center.
- e. Frontier Repair Center will in turn contact the customer (WVOT) and advise them of their restored service.

**ADDENDUM 3**  
**MANDATORY PRICE QUOTE**  
**FOR MISCELLANEOUS CHARGES**

In accordance with the request for regulatory fees included in the current flat rate pricing they are as follows:

<u>Fee Description</u>	<u>Type Service</u>	<u>Tariff Reference</u>	<u>Rate</u>
End User Common Line	BRI	FCC#1 Sections 20.1.2.1.1 20.2.2.1.1	\$7.00
End User Common Line	PRI	FCC#1 Sections 20.1.2.1.1 20.2.2.1.1	\$46.00
Universal Service Fund	BRI/PRI	FCC#1 Sections 20.1.2.1.1 20.2.2.1.1	Current Rate

G5XHFS200214	GTES	Rt 103 Box 727, Welch, WV, Disconnecting 826	Welch
G5XAGL171946	CZUC	Main Street, Hillbilly Markt #6	Welch
G5XAGL166602		788 Stewart Station, Sterling Drive Inn	Welch
G5XAFS014636	GTSE	Rte 52 South, H&C Bantam Markets	Welch
G5HCGS219488		Welch Comm Hospital, 454 McDowell Street	Welch
G5HCGS200293		331 Court St, WV Div of Enviro Prot	Welch
G5HCGJ168884	CZUC	McDowell Co. Public Library/Welch	Welch
G5HCFS200251	GTES	840 Virginia Ave, Welch, WV	Welch
G5HCFL230844	CZUC	Welch Comm Hospital, 454 McDowell Street	Welch
G5YBGA248346	CZUC	Mount View High	Welch
G5YBGA248344	CZUC	Big Creek High School	War
G5YBGA186346	CZUC	Fall River Elementary	Big Sandy
G5YBGA186344	CZUC	Big Creek High School	War
G5YBGA175724	CZUC	Kimball Elementary	Kimball
G5YBGA175723	CZUC	Anawalt Elementary	Anawalt
G5YBGA155039	CZUC	McDowell Co. BOE - 30 Central Avenue	Welch
G5YBGA151197	CZUC	Mount View High	Welch
G5YBGA085386	CZUC	McDowell Voc. Tech. Ctr	Welch
G5XHFS200168	GTES	Phoenix Center	Welch
G5XHFS200108	GTES	Northfork Pub. Lib.	Northfork
G5XEFA200007		Mercer Physical Plant	
G5HCGS366003	CZUC	Southside K-8	War
G5HCGS366000	CZUC	Southside K-8	War
G5YBGA19022		Craft Memorial Public Library	Bluefield

G5XAFS014662	GTSE	RT 19 Kegley, Jay's Grocery	Princeton
G5XAFS014661	GTSE	Athens Road, Blue Flash Oil	Princeton
G5XAFS014660	GTSE	Ingleside Rd, The Colony Center	Princeton
G5XAFS014657	GTSE	Rt 20 New Hope Road, Blue Flash Oil	Princeton
G5XAFS014655	GTSE	Rt 20 & 71, Sutphing Gulf	Princeton
G5XAFS014651	GTSE	Athens Rd Rt 20 Box 123, Little General Store	Princeton
G5XAFS014649	GTSE	1223 Stafford Dr, Kroger 316	Princeton
G5XAFS014645	GTSE	704 Thorn St, East End Food Mart	Princeton
G5XAFS014645	CZUC	4037 Beckley Road, #145454 Prima 7-11 #5518	Princeton
G5XAFS014645	CZUC	605 Roger St, Blue Spot & Fuel	Princeton
G5XAFS014645	CZUC	236 Meadowlane, Blue Flash 6	Princeton
G5HCGS220922	CZUC	1500 Main Street, Mercer County Courthouse	Princeton
G5HCGS220922	CZUC	1500 Main Street, Mercer County Courthouse	Princeton
G5HCGS220922	CZUC	200 Davis Street, 200 Davis Street	Princeton
G5HCGS220922	CZUC	Princeton Library	Princeton
G5HCGS220922	GTES	120 Scott St., Dist. 10 Princeton	Princeton
G5HCGS220922	CZUC	Rogers Street, Pilot Food Mart # 19	Princeton
G5HCGS220922	CZUC	War Public Library	War
G5HCGS220922	GTSE	US Rte 52, C & V Exxon Amoco	War
G5HCGS220922	GTSE	Rt 12 Squire, Pop Shop Squire	War
G5HCGS220922	CZUC	11386 Main St., RASK'S	War
G5YBGA364809		Welch Comm Hospital, 454 McDowell Street	Welch
G5YBGA364802		Welch Comm Hospital, 454 McDowell Street	Welch
G5YBGA284724		10 Park Drive, Welch	Welch
G5YBGA248245		92 McDowell Street,	Welch
G5YBGA241184	CZUC	McDowell Correctional Complex, McDowell	Welch
G5YBGA175725	CZUC	Correctional Complex	Welch
G5YBGA035962	CZUC	Welch Elementary	Welch
G5YBGA035962	CZUC	20 McDowell Street, Welch	Welch
G5YBFA304404	CZUC	110 Park Ave., Rm 111, 110 Park Ave., Rm 111	Welch
G5YBFA325365	CZUC	891 Stewart St, WV Miners Health Safety	Welch

**Vendor Contact Information**

**Company**

**Name:** Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia

**Contact**

**Person:** Lisa Leakey

**Signature:** Lisa Leakey  
(Print Name)

**Phone:** 717-355-7363 or 800-370-1948

**Date** 1/12/09

**Fax:** 717-355-9198

**Email:** lisa.leakey@frontiercorp.com

# 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.

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: Citizens Telecommunication of West Virginia Signature:   
d/b/a Frontier Communications of West Virginia

Date: 1/9/09 Title: SVP - GM

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

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

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

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

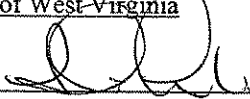
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://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 is in compliance with the requirements as stated.

Vendor's Name: Citizens Telecommunications of West Virginia  
d/b/a Frontier Communications of West Virginia

Authorized Signature:  Date: 1-9-09