



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 226529

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: 000000199946

SO Doc ID: SWC1600000012

Legal Name: FRONTIER COMMUNICATIONS

Published Date: 7/8/16

Alias/DBA:

Close Date: 7/27/16

Total Bid: \$0.00

Close Time: 13:30

Response Date: 07/27/2016

Status: Closed

Response Time: 11:22

Solicitation Description: Addendum #1 SIP Trunking and Transport

Total of Header Attachments: 0

Total of All Attachments: 0



State of West Virginia Solicitation Response

Solicitation Description : Addendum #1 SIP Trunking and Transport

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-07-27 13:30:00	SR 0212 ESR07271600000000358	1

VENDOR

000000199946

FRONTIER COMMUNICATIONS

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X

FEIN #

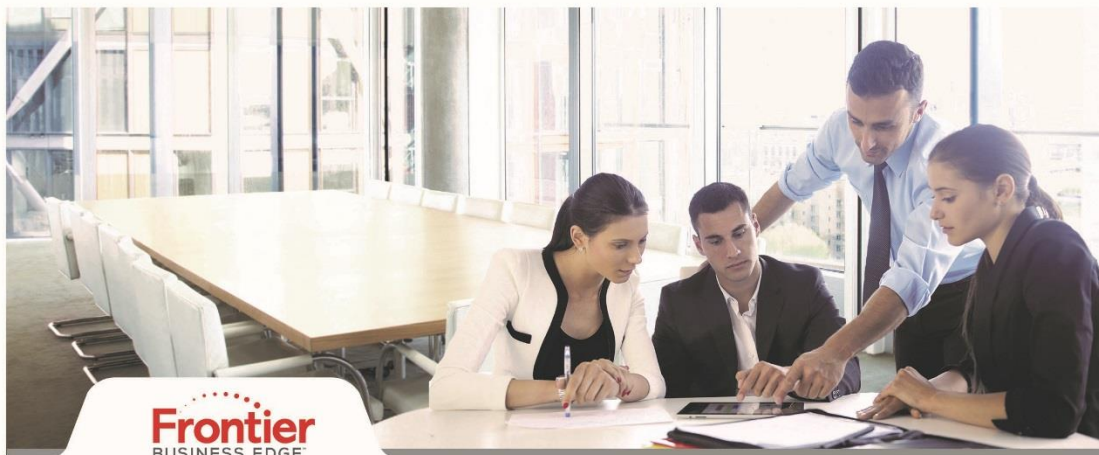
DATE _____

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SIP Trunking and Transport	0.00000	EA	\$751,104.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description :	SIP Trunking and Transport
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Frontier Response For:
The State of West Virginia



Session Initiation Protocol Trunks with Transport
Request for Quotation – CRFQ 0212 SWC1600000012

July 27, 2016

Presented by:
Chad Stepp

Enterprise Account Executive

(304) 410-5659

Chad.Stepp@ftr.com

Frontier Communications Corporation
401 Merritt 7, Norwalk, CT 06851 [frontier.com]

July 27, 2016

State of West Virginia

Department of Administration, Purchasing Division
Attn: Stephanie Gale, Buyer
2019 Washington Street East
Charleston, WV 25305-0130

Re: State of West Virginia CRFQ 0212 SWC 16000000012 SIP Trunking and Transport Services

Dear Ms. Gale:

On behalf of Frontier Communications Corporation, we appreciate the opportunity to provide a response to State of West Virginia CRFQ 0212 SWC 16000000012 SIP Trunking and Transport Services. Frontier will continue to be your conscientious and dedicated partner that can deliver the solutions and changes the 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 the 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 the 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 the 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 if you would like additional information, please do not hesitate to contact your Enterprise Account Executive, Chad Stepp at (304) 410-5659, chad.stepp@ftr.com.

Sincerely,



Kevin Wallick
Senior VP West Virginia
1500 MacCorkle Ave. SE
Charleston, WV 25396



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

State of West Virginia
Request for Quotation
21 – Info Technology

Proc Folder: 226529

Doc Description Session Initiated Protocol (SIP) Trunking and Transport

Proc Type Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	version
2016-06-21	2016-07-13 13:30:00	CRFQ 0212 SWC1600000012	1

BID RECEIVING_LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Frontier West Virginia Inc.
1500 MacCorkle Avenue SE
Charleston, WV 25396
(304) 410-5659

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X

FEIN# 55-0142020

DATE July 27, 2016

All offers subject to all terms and conditions contained in this solicitation

Table of Contents

General Terms and Conditions:.....	5
Specifications.....	18
Sample SIP Bill	35
Addendum Acknowledgement	39
Purchasing Affidavit	40
Vendor Preference Certificate	41

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document 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.

Frontier Response: Frontier has read, understands and will comply.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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.

Frontier Response: Acknowledged.

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 on July 1, 2016 and extends for a period of One 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 should be submitted to the Purchasing Division 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 Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

Frontier Response: Frontier has read, understands and will comply.

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 Award Document will be considered notice to proceed.

Frontier Response: Frontier has read, understands and will comply.

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.

Frontier Response: Frontier has read, understands and will comply.

6. 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 a 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.

Frontier Response: Frontier has read, understands and will comply.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders 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.

Frontier Response: Frontier has read, understands and will comply.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

Frontier Response: Frontier has read, understands and will comply.

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. AU 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.

Frontier Response: Frontier has read, understands and will comply.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ 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.

Frontier Response: Acknowledged

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

Frontier Response: Frontier has read, understands and will comply.

12. 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.

Frontier Response: Frontier has read, understands and will comply.

13. 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.

Frontier Response: Frontier has read, understands and will comply.

14. 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.

Frontier Response: Frontier has read, understands and will comply.

15. 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.

Frontier Response: Frontier has read, understands and will comply.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

Frontier Response: Frontier has read, understands and will comply.

17. FUNDING: This Contract shall continue for the term stated herein, 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.

Frontier Response: Frontier has read, understands and will comply.

18. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

Frontier Response: Frontier has read, understands and will comply.

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

Frontier Response: Frontier has read, understands and will comply.

20. 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.

Frontier Response: Frontier has read, understands and will comply.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

Frontier Response: Frontier has read, understands and will comply.

22. 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.

Frontier Response: Frontier has read, understands and will comply.

23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Frontier Response: Frontier has read, understands and will comply.

24. 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.

Frontier Response: Frontier has read, understands and will comply.

25. 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.

Frontier Response: Frontier has read, understands and will comply.

26. 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.

Frontier Response: Frontier has read, understands and will comply.

27. 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: Frontier has read, understands and will comply.

28. 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.

Frontier Response: Frontier has read, understands and will comply.

29. 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.

Frontier Response: Frontier has read, understands and will comply.

30. PRIVACY, SECURITY, AND 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>.

Frontier Response: Frontier has read, understands and will comply.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ SA-3-1 et seq., 5-22-1 et seq., and SG-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 298-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Frontier Response: Frontier has read, understands and will comply.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

Frontier Response: Frontier has read, understands and will comply.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document 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.

Frontier Response: Frontier has read, understands and will comply.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

Frontier Response: Frontier has read, understands and will comply.

35. 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.

Frontier Response: Frontier has read, understands and will comply.

36. 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: Frontier has read, understands and will comply.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-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.

Frontier Response: Frontier has read, understands and will comply.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Frontier Response: Frontier is willing to extend the prices, terms, and conditions of its bid and

subsequent contract to the Other Government Entities.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

Frontier Response: Frontier has read, understands and will comply.

40. 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 www.purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-20-3, 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.

Frontier Response: All Frontier employment offers and subsequent employment are contingent upon receipt of acceptable results of a background and reference checks including, criminal record check, drug screening, and verification of education, employment and professional references. Certain positions will also require a motor vehicle and/or credit check. All drug screens must be completed within 48 hours from when the chain of custody form is received by the prospective employee. The drug test is registered by Frontier. In addition Frontier will comply with the State's requirement that employees who are regularly employed on the grounds or in the buildings of the Capitol complex or

who have access to sensitive or critical information submit to a fingerprint-based state and federal background inquiry through the state repository. Frontier will assume responsibility for any costs associated with the fingerprint-based state and federal background inquiry.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS : Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § SA-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 JW1e 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 of 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:
- c. 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
- d. 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.

Frontier Response: Not applicable to this Request for Quotation

43. 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 awarded 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.

Frontier Response: Not applicable to this Request for Quotation

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 open-end contract for Session Initiated Protocol (SIP) Trunks with Transport. These services are intended to replace the current SIP services available from the MPLS07 contract which is set to expire June 30, 2016. A current inventory of services is included as Exhibit A. It should be anticipated that new locations may be requested. The State of WV also seeks additional functionality from the replacement services for the purposes of business continuance and cost efficiencies.

When vendor-hosted or bundled applications or services are sought by State Agencies, the services from this contract may not be appropriate due to the custom nature of those vendor-provided services. In those cases the State will procure SIP trunks with transport as part of those bundled application or service.

Frontier Response: Frontier has read, understands and will comply.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Pricing Sheet – Attachment A, and used to evaluate the Solicitation responses.
 - 2.3 **"SIP Trunks with Access/Transport (SIP Trunks)"** means a Voice over Internet Protocol (VOiP) and streaming media service based on the Session Initiation Protocol which service providers deliver voice services and unified communications to customers equipped with IP-based premises equipment. For the purposes of this solicitation, the telecommunications transport necessary to deliver the services to the State must also be included.
 - 2.4 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Frontier Response: Frontier has read, understands and will comply.

3. GENERAL REQUIREMENTS

Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

Frontier Response: Frontier has read, understands and will comply.

3.1 VENDOR QUALIFICATIONS

- 3.1.1 Vendor must have a minimum of eight (8) years of experience providing the proposed services to customers with networks of equivalent size and complexity as this bid.

Frontier Response: Frontier confirms it has been engaged in the sale and installation of SIP services for a minimum of 8 years to customers with networks of equivalent size and complexity as that of the State of West Virginia.

- 3.1.2 Vendor must not have had a contract terminated for default during the past five (5) years. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance.

Frontier Response: Frontier is a nationwide supplier of telecommunication services and products and therefore enters into multiple contracts on a routine basis. In the normal course of business, Frontier may be informed from time to time of its failure to perform and enters into discussions and negotiations to remedy any such failure. There may be occasions when a contract has been terminated, but Frontier is not aware of any contract termination or litigation that is pending which would materially affect Frontier's performance under any contract which may result from this proposal. Significant litigation, to the extent it may exist, is described in the Annual Report of Frontier Communications.

- 3.1.3 Vendor account team will be expected to participate in weekly status meetings to discuss order status, issues, and any other information regarding pending orders, expected orders, and the ordering process. The Vendor account team will also be expected to meet with the WVOT Billing team on as "as needed" basis to report on or reconcile contract, service, or billing issues.

Frontier Response: Frontier has read, understands and will comply. The Account Manager will be available for all matters with the State of West Virginia. The dedicated State of WV account team will provide all support to the state for billing, services, and provisioning issues. Frontier agrees and will meet weekly as well as "as needed" with the WVOT to discuss all order activity including upcoming expected orders.

- 3.1.4 The partnership between the State and the awarded Vendor is linked through the dedicated account team. In order to minimize misunderstandings and maximize

effective communications of the State's goals and objectives, all contact with governmental and educational entities regarding the services under this contract must be done through the dedicated account team. Under no circumstances should an authorized reseller contact a governmental or educational entity as a representative under this agreement without prior consent from the dedicated account team and the State.

Frontier Response: Frontier has read, understands and will comply.

- 3.1.5 Vendor's Account Team shall consist of the following team members:
- Account Manager –Responsible for overall account management including account team coordination, acting as primary point of contact, and serves as the corporate liaison for State, Education and Library issues.
 - Network Engineer (as many as required to adequately support customer base) –Provide technical support for the network and assist with design and planning for special projects and/or changes in the network.
 - Service Manager – Serves as the primary escalation point for service and maintenance issues, communicates with the State regarding routine network maintenance that may affect the network, provides documentation for service and maintenance functions as well as critical or chronic problems in the network, and manages and reports on contract Service Level Agreements.
 - Project Manager – Serves as the project team lead to migrate to and from this contract from previous contract and successor contract, as applicable.

Frontier Response: Frontier has read, understands and will comply. The State of West Virginia is currently supported by an account team comprised of the titles referenced above. The current support structure will remain in place.

- 3.1.6 Vendor must comply with the requirements of the Universal Service Fund (USF) program.
- E-Rate eligible entities utilizing the contract(s) resulting from this solicitation reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USF funding commitments.
 - All services and products requested within this solicitation will be made available to schools, RESAs, consortia, and libraries statewide and therefore must meet all E-Rate guidelines for eligible services and products, service providers, and contracts.
 - The Vendor must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN) in the appropriate field in the Pricing Section (Pricing Sheet - Attachment A).
 - The Vendor must commit to meet all required participation guidelines.

Frontier Response: Frontier has read, understands and will comply.

3.3 SIP TRUNKS AND TRANSPORT (SIP Trunks)

- 3.2.1 Vendor must provide two-way Public Switched Telephone Network (PSTN) access via SIP Trunks over secure private connections engineered for voice quality of service.

Frontier Response: Frontier's SIP service provides two-way access to the Public Switched Telephone Network over secure, private connections which are engineered to support voice quality service.

- 3.3.2 Vendor must provide private network handoffs via dedicated T1 or Ethernet circuits.

Frontier Response: Handoff from Frontier's SIP trunks is accomplished via dedicated Ethernet circuits.

- 3.3.3 Vendor's connection to the PSTN must not exceed 30 ms latency within the State. All other calls must not exceed 80 ms latency from the WVOT handoff through the Vendor's network to the terminating switch.

Frontier Response: Frontier's service meets the recognized industry standard for latency.

- 3.3.4 Vendor's SIP Trunk services must be compatible with the State's IP-based voice systems - Cisco Unified Communications Manager (CUCM) 7.x and 10.x and with Skype for Business.

Frontier Response: Frontier SIP trunks are compatible with the Cisco Unified Communications Manager 7.x and 10.x as well as Skype for Business.

- 3.3.5 Vendor's SIP Trunks must provide comprehensive site coverage to meet the State's local and long distance IP-based calling requirements:

- 3.3.5.1 Must provide local telephone numbers in West Virginia

Frontier Response: Frontier SIP service complies.

- 3.3.5.2 Must support inbound Automatic Number Identification (ANI)

Frontier Response: Frontier SIP service complies.

- 3.3.5.3 Must support outbound custom telephone number and outbound custom name display

Frontier Response: Frontier's SIP solution will support outbound customer telephone number and outbound custom name display as provided by the voice carrier.

- 3.3.5.4 Must provide load balancing capability between inbound and outbound traffic

Frontier Response: Frontier SIP service is capable of providing load balancing on inbound traffic (PSTN to Customer); the State's PBX would be responsible for handling any calls that are sent to Frontier.

- 3.3.5.5 Must support Dialed Number Information Service (DNIS) on 800 # toll free telephone services
Frontier Response: Frontier SIP service complies.
- 3.3.5.6 Must support Vector Directory Number (VDN) service
Frontier Response: Frontier SIP service complies.
- 3.3.5.7 Must include Direct Inward Dial (DID) feature and service
Frontier Response: Frontier SIP service complies.
- 3.3.5.8 Must support rerouting of calls to an alternate site at the State's directive
Frontier Response: Frontier SIP service complies.
- 3.3.5.9 Must provide domestic outbound/inbound local, long distance and toll free IP-based services
Frontier Response: Frontier SIP service complies.
- 3.3.5.10 Must support Caller ID
Frontier Response: Frontier SIP service complies.
- 3.3.5.11 Must support 900/976 blocking
Frontier Response: Frontier SIP service complies.
- 3.3.5.12 Must support x11 services (currently 211, 411, 511, 611, 811, 911)
Frontier Response: Frontier SIP service complies.
- 3.3.5.13 Must support Private Switch/Automatic Location Identification (PS/ALI) services for 911 calls
Frontier Response: PS/ALI services are supported for 911 calls. A separate contract is required for this service.
- 3.3.5.14 Must support Operator services
Frontier Response: Frontier SIP service complies.
- 3.3.5.15 Must support G.711 and G.729 protocols
Frontier Response: Frontier SIP service complies.
- 3.3.5.16 Must support T.38 FAX protocol
Frontier Response: Frontier SIP service complies.
- 3.3.5.17 Must support local number portability
Frontier Response: Frontier SIP service complies.
- 3.3.5.18 Must support the ability to scale the number of simultaneous concurrent calls on a monthly or seasonal basis
Frontier Response: Requests to scale concurrent calls can be accomplished via change processes currently in place. A portal which will enable customers to perform this task independently is on the roadmap for 2017.
- 3.3.5.19 Must support strict toll-fraud protection services to keep intruders from gaining access to the network
Frontier Response: Frontier SIP service complies.

3.3.5.20 Must include unlimited nationwide calling at no charge

Frontier Response: Frontier has read, understands and will comply.

3.3.6 Vendor must provide the following interoperability:

3.3.6.1 Must support IPv4 addressing (RFC 791)

Frontier Response: Frontier SIP service complies.

3.3.6.2 Must follow RFC 1918 for private IP addressing

Frontier Response: Frontier SIP service complies.

3.3.6.3 Carrier grade NAT (RFC 6598) will not be accepted

Frontier Response: Frontier SIP service complies.

3.3.6.4 Link-local IP Addresses (RFC 3927) will not be accepted

Frontier Response: Frontier SIP service complies.

3.2.6.5. Multicast addresses (RFC 3171) will not be accepted

Frontier Response: Frontier SIP service complies.

3.2.6.6 Must support SIP over TCP or UDP

Frontier Response: Frontier SIP service complies.

3.2.7 Vendor must provide the following Quality and Reliability:

3.2.7.1 Must support QoS tagging using IEEE 802.1Q-2011

Frontier Response: Frontier SIP service complies.

3.2.7.2 Must not rewrite, mark, or re-mark any VLAN tags affixed to packets by the State, without the State's expressed consent

Frontier Response: Frontier SIP service complies.

3.2.7.3 Must ensure Vendor does not impede the ability of the State to utilize 802.1Q-2011 tagging (Q-in-Q)

Frontier Response: Frontier SIP service complies.

3.2.7.4 Must provide a minimum of one Class of Service (COS) marking per Ethernet service

Frontier Response: Frontier SIP service complies.

3.2.7.5 Must support the capability to automatically failover or balance traffic between two different State locations

Frontier Response: Frontier SIP service complies.

3.2.7.6 Vendor's network must provide two (2) geographically diverse exit points from their network to support PSTN redundancy, both inbound and outbound. This requirement will permit the State to route inbound and outbound traffic through redundantly provisioned backup Vendor-provided Session Border Controller (SBC) High Availability (HA) Pairs serving the State's enterprise in the event of an outage on the primary Vendor-

provided SBC HA Pair, or an outage affecting the State's facilities or equipment that necessitates secondary routing.

Frontier Response: Frontier SIP service complies.

3.3 ORDERING REQUIREMENTS

- 3.3.1 Vendor must work with the WVOT using the established Telecommunications Change Request (TCR) procedures for ordering and implementing these telecommunications services.

Frontier Response: Frontier has read, understands and will comply. Frontier currently accepts the Telecommunications Change Request form and will continue to do so.

- 3.3.2 Vendor must have the capability to receive service orders from the State electronically and provide confirmation of receipt and subsequent order detail electronically to the State. The detail must include, at a minimum, the following data elements: 1) TCR #; 2) Date order received; 3) Customer name; 4) Customer on-site address; 5) Projected due date; 6) Circuit ID; and 7) Additional order detail. An example of the State's current TCR is included as Exhibit B, it may be modified slightly for SIP services.

Frontier Response: Frontier has read, understands and will comply. Frontier currently accepts the Telecommunications Change Request form and will work directly with the State to establish standard procedures for ordering and implementing the services resulting from this Request for Quotation.

3.4 BILLING REQUIREMENTS

- 3.4.1 Prior to award, the Vendor must identify a single point of contact for billing issues, disputes, or general questions and have an established process for resolving billing errors.

Frontier Response: A dedicated account team is in place today to address and resolve current and future billing issues which may arise for the State. The Account Management Specialist and single point of contact for the State of West Virginia is Matt Sigman.

- 3.4.2 If incorrect rates or quantities are discovered, these errors must be corrected prior to the next billing cycle, and must be credited back to the effective billing start date for that service. The customer shall reserve the right to withhold payment until corrections have been made and credit is received.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.3 Vendor cannot back-bill for a service beyond three (3) months.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.4 Vendor's bill must include, at minimum, the following data elements; billing month, billed entity name, customer name/account (if different from billed entity), service location, circuit identification, service period, itemized cost for individual billing components, itemized call detail, itemized cost for any one time or non-recurring charges, itemized cost for any surcharges and total cost. The cost identified in the bill must match contract rates for the specified services. A uniform description of the circuit being billed that matches the description of circuits provided on the contract must also be included. The Vendor must provide a copy of its typical bill as part of this response.

Frontier Response: Frontier has read, understands and will comply. An extract of a bill for a current Frontier SIP customer is included at the end of this response. It can be found in the section titled Sample SIP Bill.

- 3.4.5 The Vendor's bill must show E-rate discounts, per Funding Request Number (FRN), on the bill for E-rate eligible entities.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.6 The Vendor must provide the billing information, at a minimum, provided in Exhibit C. WVOT recommends that you use this format/layout when submitting monthly billing.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.7 The monthly bill provided to the State shall be an electronic version for the purposes of rebilling by the State. The following are the minimum requirements for this data.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.7.1 The customer must be able to extract the data to specific file format (MS Excel and/or csv).

Frontier Response: Frontier has read, understands and will comply.

- 3.4.7.2 The Vendor's electronic bill must be received by the State within ten (10) business days of the end of the previous billing cycle. It should be understood that timely receipt of the Vendor's bill is directly correlated to timely payment of the Vendor's bill.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.7.3 The Vendor must state any system requirements to operate the Vendor's billing software, if applicable.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.8 The Vendor's billing cycle must be on a monthly billing cycle and must be consistent across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is turned up or down relative to that monthly billing cycle.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.9 Services cannot be billed until they have been accepted as functional by the State.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.10 Services must be disconnected by the Due Date on TCRs submitted for disconnection. No billing can occur after this date.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.11 If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.12 If requested by an applicant, service providers must use the Service Provider Invoice (SPI) method for invoicing the applicant. It is understood that should a provider extend this service to an applicant, that the applicant will be responsible for the discounted portion of those invoices should E-Rate funding be denied; however, applicants will not be responsible for any discounted portion that is the direct result of negligence or error in the SPI invoicing process on the part of the service provider.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.13 Inbound and Outbound call channels must be unlimited and billed monthly based on call volume occurrence.

Frontier Response: Frontier has read, understands and will comply.

- 3.4.14 Vendor must agree not to hold the State of WV or its Agencies responsible for the payment of any charges determined to be unauthorized or fraudulent by the State of WV and its Agencies.

Frontier Response: Frontier has read, understands and will comply.

3.5 INSTALLATION REQUIREMENTS

- 3.5.1 Vendor must port existing telephone numbers at no expense to the State.

Frontier Response: Frontier has read understands and will comply.

- 3.5.2 Termination points will be specified by the State. The Vendor must be capable of extending the circuit to the desired location behind the minimum point of entry. The additional cost for this service must be provided in the Pricing Sheet - Attachment A along with the identification of whether the Vendor or a subcontractor will be providing this extension.

Frontier Response: Frontier has read understands and will comply.

- 3.5.3 Vendor's installation services must include all required products and services needed to install a functional service. This includes planning/engineering, termination, cross-connects, splices, terminating hardware setup, programming, mounting, and related documentation.

Frontier Response: Frontier has read understands and will comply.

- 3.5.4 Vendor must comply with all applicable codes, licenses, certifications, and standards in the State of West Virginia as it relates to the proposed installation services.

Frontier Response: Frontier has read understands and will comply.

- 3.5.5 Vendor must perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The Vendor may be required to provide documentation of test results if so requested.

Frontier Response: Frontier has read understands and will comply.

3.6 SUPPORT REQUIREMENTS

- 3.6.1 Vendor must provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via a toll free number. The support center must 1) provide advanced technical expertise, 2) be staffed with resources that are proficient in spoken and written English, 3) maintain and take responsibility for trouble tickets reported by the State of West Virginia customers until those troubles are resolved and 4) provide a tiered support escalation process.

Frontier Response: Frontier operates a Commercial Customer Support Center which is accessible to customers 24x7x365. The Center is accessible via toll-free number and is staffed by Frontier technical support staff, all of whom are based in the United States and are proficient in spoken and written English. All customers are provided with a tiered escalation list. In addition, the State's dedicated account team is available to provide assistance if needed.

- 3.6.2 Vendor must provide telephone response to customer problems in one (1) hour or less and provide onsite support (when required) in twenty-four (24) hours or less.

Frontier Response: Frontier has read, understands and will comply.

- 3.6.3 The Vendor should provide a web portal with real-time access to network utilization, latency and packet loss with reporting capabilities.

Frontier Response: Frontier is in the latter stages of development for a customer web portal which will provide access to additional information such as inbound and outbound circuit utilization, circuit speed, latency etc. which will significantly enhance the State's ability to monitor and manage its network. Upon completion and introduction of the portal Frontier will advise the State of West Virginia of its availability and will provide training in its use. While the portal is under development Frontier will provide the State with manually prepared network metric reports as requested.

- 3.6.3 The severity of the issue/support problem shall determine the average problem resolution response time under the contract as follows:

3.6.3.1 Severity Level 1 shall be defined as an urgent situation, where the customer's services are out of service and the customer is unable to use/access the network. The Vendor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business hours. If repair inside the 2 hour is not feasible, then regular 2-hour updates are required.

3.6.3.2 Severity Level 2 shall be defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc.). The Vendor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed four (4) business hours. If repair inside the 4-hour window is not feasible, then regular 4-hour updates are required.

3.6.3.3 Severity Level 3 shall be defined as a minor problem that exists with the service but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business hours. If repair inside the 10-hour window is not feasible, then updates are required at the start of the next business day and every day thereafter until repairs are complete.

Frontier Response: Frontier has read understands and will comply.

- 3.6.4 Vendor must contact the State engineering points of contact by phone within 30 minutes of a network outage that affects multiple circuits on the State's network.

This verbal notification must be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to attempt to prevent a reoccurrence.

Frontier Response: Frontier has read understands and will comply.

- 3.6.5 Vendor must provide both verbal and written notification a minimum of ten (10) days in advance of any planned upgrades, modifications, etc. that may affect the State customers to all State engineering points of contact.

Frontier Response: Frontier has read understands and will comply.

- 3.6.6 Vendor will be required to participate in regular customer status meetings with the State engineering contacts during the implementation and migration phases of the resulting contract as well as ongoing contract management meetings to review new service issues, plan and coordinate network upgrades, and report on progress related to active network issues.

Frontier Response: A Frontier project manager will be assigned to oversee the implementation of the SIP service. The project manager along with members of the Frontier dedicated account team will develop a schedule, in consultation with staff from the West Virginia Office of Technology, for regular status meetings to ensure that the requirements itemized above are fully met.

3.7 SECURITY REQUIREMENTS

- 3.7.1 Vendor shall be responsible for the physical and cyber security of the network infrastructure that provides transmission services to the customer.
- 3.7.2 Vendor shall be responsible for resolving all security vulnerabilities that may affect equipment or transmission services provided to the customer.
- 3.7.3 Vendor's policies, services, processes, or employees cannot create conflicts with the customer's standard security policy requirements. In the event of a standard security policy conflict, the customer's policy will be upheld. (Policies available at <http://www.technology.wv.gov>)
- 3.7.4 Vendor must support customer evaluation of security incidents and compliance verification evaluations, as deemed necessary by the customer.
- 3.7.5 The Vendor must have an established and documented policy governing personnel security to include the validation of employee trustworthiness.

Frontier Response: Frontier has read, understands and will comply with all requirements specified in *Section 3.7 Security Requirements*.

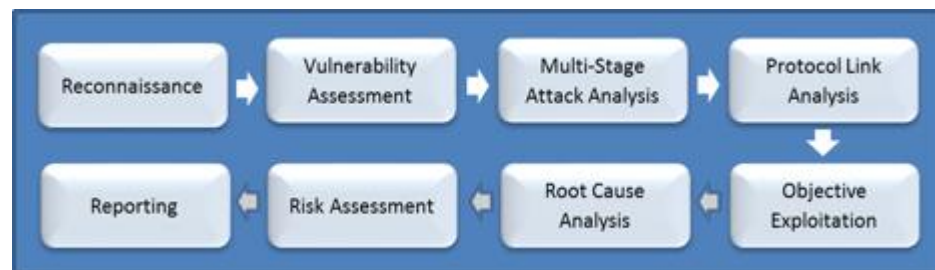
Frontier has recently completed a PCI assessment, as well as the PCI-mandated

penetration test. During this process, Frontier generates a Vulnerability Assessment Report (VAR), as well as a Penetration Test Report (PTR). The difference between the two is primarily in approach: Vulnerability Assessments include thorough, authenticated scans that produce items such as missing patches, and configuration issues. Penetration Tests allow for the use of tactics that include any method of gaining unauthorized access to otherwise protected information and data.

The Frontier Governance, Risk, and Compliance team uses a combination of the ISECOM's OSSTMM v2.0, and the OWASP Testing Guide (TG) V3, to conduct Internal and External Penetration Tests. The functional OSSTMM domains mapped to the scope of our engagements are as follows:

- Information Gathering and Posture Review
- Network Surveying and Enumeration
- System Services Verification and Port Scanning
- Application Testing
- Vulnerability Research and Verification

The following also gives a high-level process methodology used to perform network assessments:



For web applications and online services, the OWASP Top Ten list served as an objective test list, coupled with the scope and objectives laid out by the requestor.

- Injection Flaws
- Broken Authentication and Session Management
- Cross-Site Scripting (XSS)
- Insecure Direct Object Reference
- Security Misconfiguration
- Sensitive Data Exposure
- Missing Function Level Access Control
- Cross-Site Request Forgery (CSRF)
- Using Components with Known Vulnerabilities
- Unvalidated Redirects and Forwards



To address employee security and trustworthiness all Frontier employment offers and subsequent employment are contingent upon receipt of acceptable results of a background and reference checks including, criminal record check, drug screening, and verification of education, employment and professional references. Certain positions will also require a motor vehicle and/or credit check. All drug screens must be completed within 48 hours from when the chain of custody form is received by the prospective employee. The drug test is registered by Frontier.

After being hired all employees are required to read and certify compliance with the Frontier Code of Business Conduct which addresses employee obligations to safeguard the security of our customers. Annual recertification is required and tracked through Frontier's online talent development application.

3.8 PERFORMANCE REQUIREMENTS

- 3.8.1 **NETWORK AVAILABILITY** – Vendor's service must be available twenty-four (24) hours per day, three hundred sixty-five calendar days per year.

Frontier Response: Frontier's network, including the service discussed in this RFQ, is proactively managed and maintained 24x7x365.

- 3.8.2 **Network Availability Service Credit** - Vendor must provide Network Availability Service Credit as follows:

Defined as the percentage of total hours or partial hours during a calendar month that the services are available to the customer. Services shall be deemed to be unavailable when an outage is officially recorded with the Vendor because the customer does not have the ability to transmit or receive packets by means of the Vendor's services. The total outage should be deemed to be the length of time during which the services are unavailable to the customer beginning with the official notification and ending upon restoration of the service and notification to the customer. Outage minutes will not apply to scheduled maintenance activities, problems caused by the customer, or for reasons of Force Majeure or other causes beyond the reasonable control of the provider. When service is interrupted for four hours or more, a credit will be calculated and will be issued to the State entity experiencing the outage as follows. A month is considered to have 720 hours (24 hours * 30 days). Credit should be calculated based on the monthly rate for

the service multiplied by the ratio of the number of hours of interruption to 720 hours.

Frontier Response: Frontier has read, understands and will comply.

4. CONTRACT AWARD:

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

Frontier Response: Acknowledged

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling out the Monthly Recurring Cost (MRC) and the Non-Recurring Cost (NRC) for each Service Item. The Total Cost will then be calculated. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Frontier Response: Frontier has read, understands and will comply.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Frontier Response: Frontier has read, understands and will comply.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: stephanie.l.gale@wv.gov.

Frontier Response: Frontier has read, understands and will comply.

5. ORDERING AND PAYMENT

- 5.1 Ordering:** The Vendor must work with the WV Office of Technology using the established Telecommunications Change Request (TCR) procedures for ordering and implementing these telecommunications services. The Vendor must have the capability to receive service orders from the State electronically and provide confirmation of receipt and subsequent order detail electronically to the State. The detail must include, at a minimum, the following data elements: 1) TCR #; 2) Date order received; 3) Customer name; 4) Customer on-site address; 5) Projected due date; 6) Circuit ID; and 7) Additional Order detail. The current TCR is included as Exhibit B – it may be modified slightly for SIP services.

Frontier Response: Frontier has read, understands and will comply.

The Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept

on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Frontier Response: Frontier has read, understands and will comply.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Frontier Response: Frontier has read, understands and will comply.

6. INSTALLATION AND CANCELLATION

- 6.1 Installation:** Installation shall be no more than forty-five (45) days after receipt of purchase order unless specifically addressed in Vendor's response. If a build-out is required, the Vendor must provide the cost and timeframes to the State for review and approval.

Frontier Response: Frontier has read, understands and will comply.

- 6.2 Late Installation:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in installation that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party vendor.

Frontier Response: Frontier has read, understands and will comply.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

Frontier Response: Acknowledged.

7. VENDOR DEFAULT

- 7.1** The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

Frontier Response: Frontier has read, understands and will comply.

- 7.2** The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Frontier Response: Frontier has read, understands and will comply.

8. MISCELLANEOUS

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

Frontier Response: Frontier has read, understands and will comply.

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Frontier Response: Frontier has read, understands and will comply.

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Frontier Response: Frontier has read, understands and will comply.

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Chad.Stepp

Telephone Number: 304-410-5659

Fax Number: 304-342-6092

Email Address: Chad.Stepp@ftr.com

Exhibit A - Current Inventory

Exhibit B - TCR sample

Exhibit C - Billing sample

SAMPLE SIP BILL

Immediately following you will find an extract of a current customer's SIP bill. Identifying information such as name and account numbers have been redacted to enable Frontier to meet its legal obligation to protect all customers' network proprietary information.



[REDACTED] - SIP
 Invoice Date 05/10/16
 Invoice Number 4623614
 Account Number [REDACTED]

Parent Account Number [REDACTED]

2 of 146

Current Account Activity

FRONTIER SERVICES

Product Level Charges	Recurring	Non-Recurring	Usage	Total
FCA LONG DISTANCE	0.00	0.00	546.44	546.44
FCA NETWORK SERVICES	1,196.00	0.00	0.00	1,196.00
Account Level Charges	5,500.00	0.00	546.44 cr	4,953.56
TOTAL	6,696.00	0.00	0.00	6,696.00
TOTAL FRONTIER SERVICES				\$6,696.00

TAXES, FEES AND SURCHARGES

Federal Universal Service Fund (USF) Surcharge at 17.9%	107.04
New York State Excise Surcharge at 2.65%	145.76
New York State Gross Receipts Surcharge at 0.378%	20.80
TOTAL TAXES, FEES AND SURCHARGES	\$273.60

ACCOUNT LEVEL CHARGES

Frontier Communications of America Charges	Recurring	Non-Recurring	Usage	Total
SIP Trunking Enterprise-Qty 2 05/10/16-06/10/16	5,500.00	0.00	0.00	5,500.00
Discounts				
100000 1+ BOT Discount	0.00	0.00	546.44 cr	546.44 cr
Account Level Charges	5,500.00	0.00	546.44 cr	4,953.56



██████████ - SIP
Invoice Date 05/10/16
Invoice Number 4623614
Account Number ██████████

Parent Account Number ██████████

3 of 146

Services

FCA NETWORK SERVICES - Frontier Communications of America

CIRCUIT ID: R2LMMQ1058
ROCHESTER, NY to ROCHESTER, NY

CUSTOMER PON: FRSTB
ACTIVATION DATE: 03/10/16

		Recurring	Non-Recurring
Metro Ethernet - Intrastate	05/10/16-06/10/16	598.00	0.00
	Total	598.00	0.00

CIRCUIT ID: R2LMMQ4347
ROCHESTER, NY to ROCHESTER, NY

CUSTOMER PON: FRSTB
ACTIVATION DATE: 03/10/16

Metro Ethernet - Interstate	05/10/16-06/10/16	598.00	0.00
	Total	598.00	0.00

TOTAL FCA NETWORK SERVICES - Frontier Communications of America \$1,196.00



Invoice Summary

Page 4 of 99

██████████ - SIP

Invoice Date 05/10/16

Invoice Number 4623614

Account Number ██████████

Parent Account Number ██████████

4 of 146

Call Detail

LONG DISTANCE SUMMARY REPORT

Current FCA Long Distance Charges	Calls	Minutes	Amount
SIGNATURE II SWITCHED 1+	7646	26289.7	546.44
TOTAL LONG DISTANCE	7646	26289.7	546.44

SIGNATURE II SWITCHED 1+

Telephone Number: ██████████

	Date	Time	Place Called	Number Called	Period	Minutes	Amount
1	Mar 15	02:38 PM	DIR ASST NY	585 555-1212	D	1.0	0.02
2	Mar 15	05:15 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
3	Mar 15	05:18 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
4	Mar 18	07:53 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
5	Mar 29	08:08 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
6	Mar 31	08:11 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
7	Apr 04	05:09 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
8	Apr 08	01:20 PM	DIR ASST NY	585 555-1212	D	1.0	0.02
9	Apr 13	06:02 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
10	Apr 22	07:01 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
11	Apr 22	07:02 PM	DIR ASST NY	585 555-1212	E	1.0	0.02
12	Apr 26	01:08 AM	BALTIMORE MD	443 707-0802	N	5.4	0.11
13	Apr 26	05:08 AM	GENEVA NY	315 719-7907	N	1.0	0.02
14	Apr 26	06:37 AM	BALTIMORE MD	443 707-0802	D	0.8	0.02
15	Apr 26	07:22 AM	COUDERSPT PA	814 274-4126	D	1.5	0.03
16	Apr 26	07:42 AM	BRADFORD PA	814 598-6864	D	0.7	0.01
17	Apr 26	07:47 AM	PENN YAN NY	315 536-5127	D	1.0	0.02
18	Apr 26	07:50 AM	BUFFALO NY	716 888-2301	D	1.1	0.02
19	Apr 26	07:54 AM	GREER SC	864 968-0102	D	3.5	0.07
20	Apr 26	08:04 AM	NWYRCYZN06 NY	347 221-4138	D	5.8	0.12
21	Apr 26	08:13 AM	BATAVIA NY	585 483-5705	D	3.4	0.07
22	Apr 26	08:14 AM	LAS VEGAS NV	702 619-2273	D	0.6	0.01
23	Apr 26	08:15 AM	COCOA FL	321 305-8116	D	3.9	0.08
24	Apr 26	08:17 AM	HORNELL NY	607 968-6189	D	0.9	0.02
25	Apr 26	08:17 AM	ALBANY NY	518 474-8181	D	0.1	0.01
26	Apr 26	08:18 AM	ALBANY NY	518 474-8181	D	1.2	0.02
27	Apr 26	08:18 AM	PROVIDENCE RI	401 458-4443	D	0.8	0.02
28	Apr 26	08:19 AM	BATAVIA NY	585 664-9120	D	3.8	0.08
29	Apr 26	08:22 AM	FARMINGDL NY	631 844-7800	D	1.3	0.03
30	Apr 26	08:22 AM	NWYRCYZN10 NY	347 455-4295	D	0.6	0.01
31	Apr 26	08:23 AM	BRIDGEPORT CT	203 526-7686	C	0.9	0.02
32	Apr 26	08:25 AM	MEMPHIS TN	901 505-1610	D	1.9	0.04
33	Apr 26	08:25 AM	MIDDLEPORT NY	585 866-8743	D	0.1	0.01
34	Apr 26	08:25 AM	WOODBURY NJ	856 853-5525	D	0.7	0.01
35	Apr 26	08:25 AM	LAKE WALES FL	863 241-0884	D	0.8	0.02
36	Apr 26	08:29 AM	ALBANY NY	518 473-7016	D	8.1	0.16
37	Apr 26	08:29 AM	ALBANY NY	518 474-8181	D	5.7	0.11
38	Apr 26	08:30 AM	STPETERSBG FL	727 456-0600	D	2.2	0.04
39	Apr 26	08:31 AM	RICHMOND VA	804 651-5503	D	1.6	0.03
40	Apr 26	08:33 AM	NIAGARAFLS NY	716 278-8641	D	2.2	0.04
41	Apr 26	08:35 AM	ALBANY NY	518 457-7040	D	88.9	1.78
42	Apr 26	08:36 AM	SNCPVISNDS FL	239 472-2220	D	4.0	0.08



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC1600000012

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)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> 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 West Virginia Inc.

Company



Authorized Signature

July 27, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

STATE 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.

Authorized Signature: [Signature] Date: 7/6/16

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 6th day of July, 2016.

My Commission expires December 27, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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 West Virginia Inc

Signed: _____

Date: July 27, 2016

Title: Senior VP, West Virginia

Pricing Sheet - Attachment A

CRFQ SWC* _____

A	B	C	D	E	F	G
Description of Service	Estimated Quantity	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - - Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - - Calculated (B * E)	Total Cost - - - - Calculated (D + F)
Access/ Transport						
T1 - 1.536 Mbps *	10	\$ 392.00	\$ 47,040.00		\$ -	\$ 47,040.00
Bonded T1s - quantity two (2)**	10	\$ 417.00	\$ 50,040.00		\$ -	\$ 50,040.00
10 Mbps Ethernet	10	\$ 504.00	\$ 60,480.00		\$ -	\$ 60,480.00
20 Mbps Ethernet	4	\$ 624.00	\$ 29,952.00		\$ -	\$ 29,952.00
50 Mbps Ethernet	4	\$ 909.00	\$ 43,632.00		\$ -	\$ 43,632.00
100 Mbps Ethernet	4	\$ 1,079.00	\$ 51,792.00		\$ -	\$ 51,792.00
1 Gbps Ethernet	2	\$ 1,757.00	\$ 42,168.00		\$ -	\$ 42,168.00
Class of Service - Real Time***			\$ -			
1.3 Mbps	10		\$ -		\$ -	\$ -
2.0 Mbps	10		\$ -		\$ -	\$ -
10 Mbps	10		\$ -		\$ -	\$ -
20 Mbps	4		\$ -		\$ -	\$ -
50 Mbps	4		\$ -		\$ -	\$ -
90 Mbps	4		\$ -		\$ -	\$ -
100 Mbps	4		\$ -		\$ -	\$ -
200 Mbps	4		\$ -		\$ -	\$ -
300 Mbps	2		\$ -		\$ -	\$ -
400 Mbps	2		\$ -		\$ -	\$ -
500 Mbps	2		\$ -		\$ -	\$ -
Simultaneous Calls			\$ -			
Per Simultaneous Call - Including Local and Long Distance calling	2000	\$ 17.00	\$ 408,000.00		\$ -	\$ 408,000.00
Telephone numbers			\$ -			
Block of 20 Telephone numbers****	500	\$ 3.00	\$ 18,000.00		\$ -	\$ 18,000.00
Cost Summary			\$ -			
Total Monthly and Non-recurring			\$ -			\$ 751,104.00

Notes:

* Will provision circuit as 2Mb Ethernet Access

** Will provision circuit as 3Mb Ethernet Access

*** Class of Service/Real Time costs are included in Access/Transport costs

**** If telephone numbers are required to be nomadic, cost per DID number is \$1.00 each (\$20.00 for block of 20).

Service Provider Identification Number (SPIN) for E-rate purposes:

143001432