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WV PURCHASING
DIVISION

Response For
West Virginia Library Commission

Broadband Services - West Virginia Library Commission - WV-PRC-CRFP-001

Due Date: April 20, 2020



Customized Solution Presented By:

Chad Stepp

Enterprise Account Executive

Frontier Communications®

Office (304) 410-5659

chad.stepp@ftr.com





Frontier Communications Corporation
401 Merritt 7, Norwalk, CT 06851

April 17, 2020

West Virginia Library Commission
2019 Washington Street East
Charleston, WV 25305-0130

Dear Mr. Guy L. Nisbet,

Frontier Communications is pleased to present this proposal to West Virginia Library Commission in response to your RFP: Broadband Services - West Virginia Library Commission - WV-PRC-CRFP-001. Please find our response attached.

Frontier's goal is to be the leading provider of communications services, so you can focus on continuous improvement. We have a rich heritage with over 82 years in the communications industry and employ a force of extensively trained employees who can assist with any of your communication requirements. We are confident in the strengths we bring. Among them are:

- One Company for any issues impacting your network services. This will prevent West Virginia Library Commission from having to deal with multiple vendors for upgrading or troubleshooting.
- Financial Strength and Stability: We bring a solid blend of financial strength and local presence. We are one of the nation's most trusted and respected organizations, delivering proven solutions.
- Personal Service: Our account management philosophy is designed for your success. Our Customer Care Team is committed to achieving high levels of customer satisfaction and to resolving problems quickly and efficiently. You will receive account management support along with voice, data, network and customer premises equipment engineers.

Our executive staff is committed to your success and is accessible at any time. We sincerely appreciate your consideration and look forward to future opportunities providing services to meet your network and data requirements

Please do not hesitate to contact me if you need more information or have questions.

Sincerely,

Chad Stepp
Enterprise Account Executive
chad.stepp@ftr.com

Executive Summary

On behalf of Frontier Communications, we are pleased to provide this comprehensive response to the State of West Virginia Library Commission, to establish Broadband Internet Access for our public libraries.

Frontier is a leader in voice and data combining one of the fastest, most powerful networks with a robust line-up of voice and data services, managed solutions, and other technologies and applications that are helping define global communications. We look forward to building a strategic partnership with WV Libraries and are proud to count the State of WV among our enterprise business partners.

- Frontier operates in all 55 West Virginia counties. West Virginia is divided into seven geographic markets. A general manager leads each market and is responsible for the overall customer experience, as well as sales, marketing, government relations and community relations.
- Frontier Communications completed construction of a middle-mile network across West Virginia that supports increased bandwidth and service reliability in the state. The **MEF 2.0 certified**, 2,600-mile fiber optic network supports leading-edge broadband services and encourages business investment.
- Frontier has dramatically expanded the number of Ethernet switches in West Virginia. Today, Frontier has 237 copper and 222 fiber Ethernet switches for a total of 459 switches – up from 60 in 2010. Ethernet switches allow businesses to establish high-speed communications networks that support investment, expansion and job creation.
- Through the use of bonded Asymmetric Digital Subscriber Line (ADSL) and Very-high-data-rate Digital Subscriber Line (VDSL) technology, Frontier is upgrading speeds in many areas of West Virginia to support download speeds of up to 24 megabits per second (Mbps) for residential customers and 40 Mbps for business customers.
- During 2013, Frontier completed construction of its portion of a federally funded and state-managed project that resulted in 645 West Virginia schools, libraries, health facilities and other facilities having fiber-optic connections.

We believe the combination of a robust, widely deployed, modern network, and proven management expertise makes the Frontier solution the premier choice. Should you have any questions, please feel free to call on any of your account team members. Once again, thank you for this exciting opportunity- we look forward to working with you on this project.

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Restriction on Disclosure and Use of Data

This proposal includes data that shall not be disclosed outside of your organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than in connection with your evaluation of this proposal. If, however, a contract is awarded as a result of, or in connection with, the submission of this proposal, you shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract. This restriction does not limit your right to use data contained in this proposal if it is lawfully obtained from another source without restriction or to disclose such data as may be required by law. If your organization is required by law to disclose such data (including, without limitation, pursuant to any Freedom of Information Act request), you shall timely notify us of such compelled disclosure so that we have a reasonable opportunity to limit or challenge such disclosure.

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Nature of Proposal

Frontier Communications of America, Inc., on behalf of itself, and where applicable, on behalf of its local exchange carrier and service affiliates, ("Frontier"), hereby proposes to provide the services identified in this response to the Request for Proposal for Broadband Services - West Virginia Library Commission - WV-PRC-CRFP-001 for West Virginia Library Commission. Customer includes its employees, agents and entities controlled by it. This proposal is submitted in good faith with the intention of negotiating a legally binding definitive agreement following an award of business to Frontier.

Frontier does not consider the proposal itself to be a legally binding offer to contract. Frontier's proposal will serve as the starting point for negotiation between the parties of a resulting contract that contains mutually agreeable terms and conditions. For avoidance of any doubt, in the event of an award to Frontier, Frontier will provide Customer with a written agreement that includes mutually agreeable terms and conditions. Frontier expects that neither the RFP nor Frontier's proposal will be incorporated in any definitive agreement, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

Confidentiality Statement

The attached documentation, and any oral communications regarding such documentation (collectively, the "Frontier Materials"), are the property of Frontier and contain confidential and proprietary information of Frontier and are submitted to Customer, in confidence subject to the following:

The Frontier Materials may be used by Customer solely for the purpose of evaluating Frontier's products and services for possible purchase by Customer. Customer agrees to treat such Frontier Materials, including, without limitation, any pricing, terms and conditions, and any information relating to Frontier's technology, business affairs, or marketing or sales plans, as strictly confidential.

Customer agrees not to copy the Frontier Materials, in whole or in part, or disclose them to others, except to persons who have a need to know for the evaluation purpose stated above and who agree, in advance, in writing, to be bound by this provision, except as may be required by law. If Customer is required by law to disclose the Frontier Materials (including, without limitation, pursuant to any Freedom of Information Act request), Customer shall timely notify Frontier of such compelled disclosure so that Frontier has a reasonable opportunity to limit or challenge such disclosure. Upon written request by Frontier, Customer agrees to promptly return or destroy and verify in writing the completeness of the return or destruction of all tangible Frontier Materials.

Customer agree that in the event of a breach or threatened breach of confidentiality, in addition to other remedies, Frontier shall be entitled to seek specific performance and injunctive or other equitable relief. Customer shall be liable for its breach of the terms above. Customer's review, use, or disclosure of the Frontier Materials shall constitute acceptance of the terms above.


Pricing Disclaimer

Notwithstanding anything to the contrary in the RFP, and unless otherwise indicated in this proposal, prices do not include all taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Frontier. Frontier's proposed pricing is based upon its response to this RFP. Frontier reserves the right to adjust the proposed pricing, if Customer, does not accept the proposal in its entirety. In addition, unless otherwise noted, all third-party charges are subject to change during the service term.

Validity Period

Unless otherwise stated in this proposal, this proposal is valid for a period of ninety (90) days from the date submitted. During this period promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guidebook unless fixed in this RFP or otherwise negotiated by the parties.

Response to RFP

	Purchasing Division 2519 Washington Street East Post Office Box 50130 Charleston, WV 25325-0130	State of West Virginia Request for Proposal 33 -- Service - Misc

Proc Folder: 650709 Doc Description: WV Library Commission Broadband Proc Type: Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No.		Version
2020-02-06	2020-03-03 13:30:00	CRFP	0432 1152M03000001	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

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 566-2988
 guy.l.nisbet@wv.gov

Signature: *[Handwritten Signature]* FEIN# DATE

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

ADDITIONAL INFORMATION

Request for Proposal
(Broadband Services - West Virginia Library Commission)

In accordance with WV Code 5A-3 and WV Code 5A-3-10b, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Library Commission to establish an open-end broadband services contract for the State Library Network (SLN) per the specifications, terms and conditions that are a part of this solicitation and reference herein.

NOTE On-Line submission of CRFP are prohibited. Vendors please see Instructions to Vendors submitting bids, Item 6.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		LIBRARY COMMISSION CULTURE CENTER 1900 KANAWHA BLVD E	
No City	WV99999	CHARLESTON	WV 25305-0620
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Broadband Services	0.00000	MO		

Comm Code	Manufacturer	Specification	Model#
91112100			

Extended Description :

Vendors are to use Attachment B and follow instructions for submitting.

REQUEST FOR PROPOSAL Broadband Services West Virginia Library Commission

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Library Commission (hereinafter referred to as the "Library Commission") to solicit proposals for broadband service for the State Library Network (SLN) that currently serves 144 libraries across the state. The goal is to secure an agreement that will allow the Library Commission to increase bandwidth speed at all libraries served by the State Library Network. The Library Commission expects vendors to provide varying connection speeds between 25 MbPS and 1 Gigabyte from which the Commission may choose to implement at each of its locations in order to provide connectivity for each site in the most cost-effective and practicable manner.

The Library Commission desires to have a Vendor and its subcontractors, if needed, provide varying connection speeds from which the Commission may choose to implement at each of its locations. The Commission further desires that these speeds vary between 25 MbPS and 1 Gigabyte, with additional speeds options that fall with this range. The Commission's goal is to provide connectivity for each site in the most cost-effective and practicable manner.

This is a multiple award RFP in that it will be awarded to the highest scoring vendor at each location. The winning Vendor(s) will be expected to have the capacity to provide services to existing sites it bids on as well as any growth or change in the network during the contract term. The Library Commission is seeking to establish a contract(s) to extend existing services, allow for convergence of the existing services, and to improve Intranet/Extranet applications and services. This solicitation is for conventional broadband Internet access via land-based ISP connections.

The Library Commission participates in the Federal Communication Commission's (FCC) E-rate program that makes telecommunications and information services more affordable for schools and

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REQUEST FOR PROPOSAL Broadband Services West Virginia Library Commission

libraries. The Vendor(s) must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN) issued by the Universal Service Administrative Company.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposals published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specifies in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

1.2. RFP Schedule of Events:

RFP Released to Public.....	February 6 th , 2020
Vendor's Written Questions Submission Deadline.....	02/18/2020 at 9AM. ET.
Addendum Issued.....	TBD
Technical Bid Opening Date.....	xx/xx/xx
Technical Evaluation Begins.....	TBD
Cost Bid Opening.....	March 3 rd , 2020 at 1:30 PM. ET.
Cost Evaluation Begins.....	TBD
Contract Award Made.....	TBD

REQUEST FOR PROPOSAL
Broadband Services
West Virginia Library Commission

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 02/18/2020 at 9:00 AM. ET.

Submit Questions to: Guy Nisbet
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: WV Library Commission Broadband Services
BUYER: Guy L. Nisbet
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME: 1:30 PM. ET.
FAX NUMBER:

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The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus four (4) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 3rd, 2020 at 1:30 PM. ET.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

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equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

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minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. 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 §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-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.

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22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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**REQUEST FOR PROPOSAL
Broadband Services
West Virginia Library Commission**

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SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a 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.
- 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.

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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 _____
award and extends for a period of three (3) 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____
successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

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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.

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

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

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

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

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

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

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(e), 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

Revised 01/03/2020

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance in at least an amount of: 500,000.00 per occurrence.
- Automobile Liability Insurance in at least an amount of: 500,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance in an amount of: 500,000.00 per occurrence.
- Cyber Liability Insurance in an amount of: _____ per occurrence.
- Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance in an amount of: _____ per occurrence.
- Aircraft Liability in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ N/A _____ for _____

Liquidated Damages Contained in the Specifications

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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16. 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.

17. 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.

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

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24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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>.

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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 §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-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.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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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.

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.

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.

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37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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.

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 purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

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"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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Chad Stepp
(Name, Title)
Chad Stepp
(Printed Name and Title)
1500 MacCorkle Ave SE, Charleston, WV 25304
(Address)
(304) 410-5659
(Phone Number) / (Fax Number)
chad.stepp@ftr.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Frontier West Virginia Inc.

(Company)


(Authorized Signature) (Representative Name, Title)

Richard O'Brien, GVP, Enterprise Sales
(Printed Name and Title of Authorized Representative)

3-19-20
(Date)

(304) 344-6474
(Phone Number) / (Fax Number)

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REQUEST FOR PROPOSAL
Broadband Services West Virginia Library Commission

SECTION 4: PROJECT SPECIFICATIONS

4.2 Project Goals and Mandatory Requirements: Vendor should describe its approach and methodology to meeting the goals/objectives identified below. **Acknowledged.**

4.2.1

Goals and Objectives – The project goals and objectives are listed below. **Acknowledged.**

4.2.1.1 Increase existing bandwidth speeds for all public libraries currently hosted on the State Library Network.

Acknowledged.

4.2.1.2 Provide for continuing enhancements of Internet speeds and related applications and services, **Acknowledged.**

4.2.1.3 The Library Commission desires the Vendor to provide business class broadband services that demarcate into customer owned equipment. Electrical RJ-45 Ethernet is preferred. Please state how your company would achieve this goal.

Frontier Response: Frontier will install equipment at the customer premise that terminates the Ethernet service. This Network Interface Device (NID) offers both electrical (RJ-45) Ethernet and optical customer interfaces. The optical connectivity can be either single-mode (SMF) or multi-mode (MMF). Customer will need to specify desired hand-off at time of circuit order.

4.2.1.4 Vendor should provide a minimum of two static public IP addresses. Please describe your company's ability to meet this goal.

Frontier Response: Frontier's Ethernet Internet Access (EIA) service comes standard with a /29 Public IPv4 Address block that provides 5 usable IP addresses for the customer. Additional or larger IPV4 Address blocks are available with additional MRC/NRC charge.

4.2.1.5 Vendor should provide a solution that allows network traffic destined for the SLN to be sent via Generic Routing Encapsulation (GRE) tunnel. Please describe your company's ability to meet this goal. Please describe your company's ability to meet this goal.

Frontier Response: Frontier's Ethernet Internet Access (EIA) service is a Layer-2 networking topology. Generic Routing Encapsulation (GRE) is a Layer-3 protocol that encapsulates packets in order to route other protocols over IP networks. Frontier maintains data separation through the use of port-based VLANs, allowing users to only access only their own data. Each customer will see a private, virtual bridging network, referred to as a Virtual LAN (VLAN) domain, or Closed User Group (CUG). Customers may use any Layer-3 protocol or addressing scheme between locations because of the separation of traffic.

4.2.1.6 The Commission desires a dedicated account representative for E-rate

during the life of any contracts awarded as a result of this solicitation. The Vendor should provide this employee's contact information and experience with its submitted response but must provide it prior to award. The Commission reserves the right to request and have furnished a new E-rate representative for any reason. Should the Vendors E-rate designee change, the Vendor should notify the Commission with seven (7) days of the change and provide the new designee's contact information. Please describe your company's ability to meet this goal.

Ms. Denise McIntosh is the Federal/USAC Manager for Frontier Communications She brings 21 plus years of E-Rate experience to this company, which includes working with a variety of schools, libraries, and healthcare agencies. Denise has worked with the Frontier's regulatory teams, including legislative affairs to ensure Frontier remains in compliance with the Report and Order. She has been in the Telecommunications business for 33+ years. Her experience in the telecommunications business includes supervision of sales processes and procedures, implementation of services and support of billing systems, as well as ensures compliance with Federal rules and regulations beginning with the bidding process. Her history includes bidding, contracts, orders, billing, and various types of audits (internal and external). Denise has strong communication skills which she uses to inform the sales team of the FCC guideline requirements and acts as a liaison with internal and external auditors. She ensures Frontier maintains virtual files and reviews files, a random, to assure adherence to policy and procedures. Denise's experience with E-Rate makes her a valuable member of the Frontier Sales and Support Teams.

Denise McIntosh:

Email: denise.mcintosh@ftr.com

Office: 260-451-8574

4.2.1.7 The Commission desires that in the event of an E-rate audit or Program Integrity Assurance (PIA) review, the successful Vendor(s) would respond to any and all requests or question within three (3) business days. Please provide your company's plan to meet this goal.

Frontier understands the urgency of the PIA audits. The account management team, E-rate Team, and accounts payable team works in collaboration with legal and our regulatory team to ensure we are responding with efficiency and accuracy in compliance with the E-rate Report and Order. Frontier ensures that the customers and/or consultants are fully engaged to ensure common parties are providing identical information for compliance purposes.

4.2.1.8 The Vendor should have an internal audit process for determining and monitoring its compliance with E-rate program rules and regulations. Please describe your company's programs and how it can assure the Commission of its effectiveness.

Along with the audit processes overseen by Ms. Denise McIntosh, Manager Sales Support, Frontier has additional audits performed by the accounts payable team for payment and balance sheet accurately. Sales Compliance, has a dedicate team to ensure compliance of contract. Project Managements, ensure the compliance of installations or cut-overs for newly installed or upgraded services. Quality Assurance Analyst review accounts for billing accuracy to ensure the accounts are billing to contracted rates. Frontier has added multiple check points over the past few years. To ensure we are and remain in compliance with the FCC and PUC rules around the regulated services.

4.2.1.9 The Vendor should allow for entities to select Service Provider Invoice (SPI)

method upon notification by the customer. Additionally, the Vendor should describe its abilities and plan to work with E-rate eligible entities. Please describe your company's plan for this goal. **Frontier's dedicated E-rate Team reaches out our E-rate customer's beginning approximately the end of May/beginning of June to offer the option of the SPI or the BEAR billing choice. Frontier also offers an easy on-line SPI request process, found at www.frontier.com/discountprograms. Frontier's E-rate Team may also be reached via a shared email address: erate-ctf@ftr.com.**

4.2.1.10 The Commission desires that the successful Vendor ensure Lowest Corresponding Price (LCP) is provided to all eligible entities. Please describe you company's strategy for guaranteeing this outcome, including processes, notifications, and requirements of the entities.

Each year Frontier participates in the E-rate process. As part of the process to adhere to LCP guidelines an internal comparison of rates in the market for commercial and public clients to insure that the competitively bid rates meet the requirement of LCP. The local Account Team will add an additional review each year for WV Libraries rates in their local markets to guarantee that LCP is being met.

4.2.1.11 The Vendor's monthly bill should include, at minimum, the following data elements; billing month, billed entity name, customer name (if different from billed entity), service location, service identification, service period, cost for individual billing components, itemized cost for any one time or non-recurring charges, and total cost. The cost identified in the bill must be the correct contract rates for the specified services. A uniform description of the service being billed that matches the description of service provided on the contract should also be included. Please provide a copy of your typical bill as well as how your company can best meet this goal.

Please see "Sample Invoice" under Supporting Documentation. An Online Portal is also available which has an easier to read format.

4.2.1.12 Vendor should provide paper billing/invoicing at no additional cost. Please describe your company's ability to meet this goal.

We do provide paper billing at no additional cost.

4.2.1.13 The Vendor should provide high-speed packet transport that is based on Business class broadband transmission standards. Vendor should provide options for 25MbPS, 50MMbPS, 75MbPS, 100MbPS S, 150MbPS, 200MbPS, 250MbPS, 300MbPS, 350MbPS, 400MbPS, 450MbPS, 500MbPS, and 1 Gbps increments. Please describe your company's offerings at the various identified locations by completing the Locations Bid and Available Speeds List. Vendor should complete the form by indicating which locations it is bidding on, and what speeds it is offering at each location bid. The Locations Bid and Available Speeds List form should be included with the Vendor's technical proposal for evaluation purposes.

Frontier Response: See "Locations Bid" and "Available Speeds List" in RFP Response.

4.2.1.14 The Vendor should clearly label demarcation points with the site-specific service identification information. Please describe your company's ability to meet this goal.

Frontier Response: Frontier will assign a circuit identifier that will be associated with each customer circuit. These will be provided to customer as part of the installation process and will be labeled on the Network Interface Device (NID).

4.2.1.15 The awarded business class broadband services should support the transport of the existing applications and related data currently being utilized by the Libraries (see Appendix 2). The vendor's proposed solutions(s) should allow the existing applications to function normally and perform properly. Examples of existing applications include:

- 4.2.1.15.1 H.323 video
- 4.2.1.15.2 VOIP
- 4.2.1.15.3 High Volume Database transmissions
- 4.2.1.15.4 Network Monitoring
- 4.2.1.15.5 Security Monitoring
- 4.2.1.15.6 Content Filtering
- 4.2.1.15.7 Virtual Private Networking.

Please describe your company's ability to meet this goal.

Frontier Response: Frontier's Layer-2 network and Ethernet services are transparent to Layer-3 protocols as long as the Customer uses standard Ethernet frame formats.

4.2.1.16 The Vendor should provide the following service level objectives (SLO) for every service being proposed in response to this RFP. The Library Commission reserves the right to negotiate SLOs if deemed necessary. **Frontier Response: See Frontier "Service Level Agreement" under Supporting Documentation.**

4.2.1.16.1

Network Availability (NA) - the percentage of total minutes 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 minutes shall 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. It is desired that the minimum target availability be 99.00%. When the availability SLA is not met, the customer desires a credit equal to 1/30th of the monthly recurring charges for the affected services for each cumulative hour or portion thereof during which such services are unavailable to the customer. Please describe your company's ability to meet this goal.

Frontier Response: See Frontier "Service Level Agreement" under Supporting Documentation.

4.2.1.16.2

Mean Time to Repair (MTTR) - the monthly average time over any calendar month it takes for the provider to resolve any outage problem. MTTR is calculated by dividing the total outage minutes by the total outage occurrences. It is desired that the minimum target MTTR is 24 hours. This objective will be measured and reported monthly and should the objective be missed more than 3 times in any given contract year, the customer desires a 1% credit of the annual cost of the contract. Please describe your company's ability to meet this goal.

Frontier Response: See Frontier "Service Level Agreement" under Supporting Documentation.

4.2.1.16.3

Average Latency - the monthly average round-trip latency of designated portions of the provider's network. The customer desires the vendor to provide details as to how they measure latency and provide diagrams that indicate where in its network they measure latency. The objective for Average Latency is to not be greater than 100 milliseconds. For any month in which the objective is not met, the customer desires a credit equal to 10% of the monthly recurring charges for the services. Exceptions to this SLO include performance problems caused by the customer, for reasons of Force Majeure, circumstances beyond the control of the provider, or scheduled service maintenance. Please describe your company's ability to meet this goal. **Frontier Response: See Frontier "Service Level Agreement" under Supporting Documentation.**

4.2.1.16.4

Packet Loss - the monthly average round-trip packet loss of designated portions of the provider's network. The customer desires the vendor to provide detail as to how they measure packet loss and provide diagrams that indicate where in its network they measure packet loss. The objective for Average Packet Loss is to not be greater than 1.0%. For any month in which the objective is not met, the customer desires a credit equal to 1/30th of the monthly recurring charges for the provided services. Exceptions to this SLO include performance problems caused by the customer, for reasons of Force Majeure, circumstances beyond the control of the provider, or scheduled service maintenance. Please describe your company's ability to meet this goal.

Frontier Response: See Frontier "Service Level Agreement" under Supporting Documentation.

4.2.1.17

As part of the costs quoted, the Vendor must provide a transport solution for the customer where the provider owns the problems associated with the telecommunications services from the demarcation at the customer site to the provider core equipment in its network. The vendor must be able to test and troubleshoot the services continuity and integrity end-to-end. Please describe your company's ability to meet this goal.

Frontier has read, understands, and will comply.

4.2.1.18 The Commission desires that the successful Vendor coordinate with and assist the Customer entity and its incumbent Vendor(s) in transitioning from the currently provided services to replacement services without degrading disruption to existing services. Please describe your company's ability to meet this goal, as well as any requirements for the entity to meet this goal.

Frontier Response: Service installation date will be communicated/coordinated through Frontier's Project Management Organization. Once circuit installation is complete, Frontier will notify customer that service is ready for testing. Customer is responsible for connecting their end-user equipment to the Frontier NID.

4.2.1.19 The Vendor must acknowledge that termination points will be specified by the Library Commission. Please describe your company's ability to meet this goal.

Frontier Response: Frontier will deliver service to the minimum point of entry (MPOE) or if necessary to a location agreed upon by Frontier, Customer, and building owner. The MPOE demarcation location must provide adequate AC or DC power, temperature controlled environment, and adequate hardware mounting – rack or wall. The Customer

will be responsible for extending service from the designated MPOE demarcation location to the Customer equipment. As needed, Frontier is able to extend the Customer side of the Ethernet service demarcation by charging labor time and materials for the additional work.

4.2.1.20 The West Virginia Library Commission desires the right to relocate or change any business class broadband service to an alternate speed with a 30-day notice to the vendor. Please describe your company's ability to meet this goal, as well as any requirements for the Commission.

Frontier Response: Frontier's service delivery interval begins upon receipt of all critical and necessary information to process the service order after contract signature. It is essential that the Customer expeditiously provide Frontier all the necessary information to enable Frontier to quickly as possible deliver service.

No Build Required: If Frontier finds facilities exist from a previous build or prior service delivery to the location, then Frontier will deliver requested service within 30 business days. Any requested EVC VLAN management changes or speed provisioning changes can easily be provisioned within that interval.

Minor Build Required: If Frontier discovers a minor build of facilities is required to provide service to the location, then Frontier will deliver service within 60-90 business days. Service delivery timeframe is dependent on weather, right-a-way access, city moratoriums for construction permits, cooperation of the building owner, or State/County/Municipality coordination.

Major Build Required: If Frontier discovers a major build of facilities is required to provide service to the location, then Frontier will periodically keep the Customer aware of progress and anticipated service delivery date. Major builds can include significant hardware purchase and installation or major route construction involving building facilities across bridges, under rivers or streams, through mountain ranges, across environmentally controlled land, within or across city/town street construction, and accommodating any construction moratorium due to Holidays or major events being held within the City/Town. Major builds can drive service delivery to take 60-180 days.

Off Net Required: Any customer connectivity requiring Frontier to coordinate with another Ethernet service providers to enable end-to-end service will lengthen the service delivery interval. Frontier will expeditiously work on the Customer's behalf to deliver service as soon as possible. Off-net connectivity can easily take 60-120 days to deliver service.

4.2.1.21 The Commission desires that the Vendor provide telephone response to customer problems in one (1) hour or less and provide onsite support (if required) in four (4) hours or less. Please describe your company's response times and its ability to meet this goal.

Frontier Response: See Frontier "Service Level Agreement" under Supporting Documentation.

4.2.1.22 The Vendor should provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via both a local number and 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, and 3) maintain and own trouble tickets reported by the State of West Virginia customers until those troubles are resolved. Please describe your company's support structure and its ability to meet these goals.

Frontier Response: Please see Frontier's "Commercial Customer Support Center (CCSC)" document under Supporting Documentation.

4.2.1.23 The Vendor should contact the Library Commission by phone within 30 minutes of a network outage that affects multiple services on the contract. This verbal notification should 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. Please describe your company's notification methods and its abilities to meet this goal.

Customer would open a trouble ticket to report an outage and then Frontier will status the customer hourly. Frontier will also provide an RCA if requested.

4.2.1.24 The Vendor should provide both verbal and written notification in advance of any planned upgrades, modifications, etc. that may affect the State customers within sixty (60) days of the event. Please describe your company's ability to meet this goal.

Frontier Network Maintenance Process

Purpose: This document outlines the Frontier network maintenance process which provides the guidelines for executing planned network changes. If the work has the potential to impact customers or the Frontier network, it must be done during a maintenance window and have an approved Matrix4 event.

Target Audience: This process applies to:

- ALL Frontier employees and contractors involved with installation, maintenance and/or support of Frontier's switching, transport, data or video network(s).
- Any supplier that provides equipment or services for Frontier's network

The criteria below are the rules governing network maintenance activities:

- All activities that will impact customer service, or where the potential to impact customer service exists; except where noted, must be scheduled within the maintenance window.
 - Midnight (00:00) – 06:00 AM local time
 - Activity should complete by 05:00 local time to allow any backouts necessary in the final hour
 - Possible exceptions (not a complete list) to performing work outside maintenance window
 - Customer dictates window
 - Work involving Department of Transportation
 - Safety issues
 - Involved events where more time is necessary to complete the changes
- All network activities must be entered, approved and tracked in the Matrix4 application; which can be accessed via <http://matrix4.corp.pvt>.
 - This is a non-comprehensive list of work that is to be performed within a maintenance window:
 - Building environmental system work, electrical circuitry
 - Central Office conversion work

- Cable cuts/splicing repairs or cut-over work
 - Equipment removals (cables and equipment within close proximity to working equipment exists)
 - Additions:
 - Setting new bays alongside or between working bays containing equipment that supports critical infrastructure (Power, ROADM (Reconfigurable Optical Add-Drop Multiplexer), DACS (Digital Access and Cross-connect System), BUNW (Base Unit Network, GTD5 Internal Network), Space Switch, etc)
 - Running cables from an addition to working equipment
 - Equipment additions in common control areas of a central office
 - Building additions or repairs over or near equipment (roof, plumbing)
 - Power/signaling:
 - Activity that could cause working equipment to lose power
 - Replacement of rectifiers and/or batteries
 - Grounding activity
 - Transmission equipment work where activity could isolate trunks or a complete trunk group (e.g. radio, fiber or carrier) or host remote links
 - System Version Release (SVR)/Trans
 - Transmission Product Release Update (TPR):
 - Patch Level Updates
 - Generic Upgrades
 - Batch Change Supplement (BCS) implementation or generic upgrade
 - Auxiliary equipment generic upgrade work
 - Common control equipment work:
 - Any on-line common control activity
 - Additions to common control equipment
-
- The customer impact must clearly be identified on the entry.
 - A detailed description of the work that is to be performed and/or a Method of Procedure (MOP) must accompany all maintenance requests including backout procedures and/or steps.
 - Any deviations from the above established criteria will require approval from the area General Manager and/or Central Office Equipment Installation (COEI) Manager, Technical Manager/Supervisor and possibly additional input from NOC leaders. Director level approval may be sought for those activities not following established guidelines.

- The Network Operations Center MUST be called PRIOR to executing and AFTER completing the work at 888-608-8029 Transport Option 1; Switching/Power/Battery Rundown option 2; Data/HSI/FIOS Option 3.
- Standard interval for a planned event is 5 business days from the creation date.

Review Calls: Calls are held daily to discuss network changes to have additional discussion and approval for execution. The calls also cover network maintenance activities being performed by carriers affecting Frontier services

Please be prepared on the call to cover the following associated with your entry:

- what is taking place
- why is this change necessary
- is there a planned outage/interruption associated
- what is the potential impact
- what services are affected; major customer affected
- is there a plan from start to finish outlining what is being done; method of procedure
- what to do in the event of something unexpected/backout plan

Call logistics – Monday thru Friday 1:00pm ET (one hour)

- Conference bridge 585-254-7283 passcode : contact representative for current passcode
- Webinar: <http://webinar.frontiercorp.com/anne-webinar/>

Network Moratoriums: On occasion, it is necessary to limit network changes taking place during a specified timeframe and only those activities critical in nature are allowed to proceed. Events entered into Matrix4 during a moratorium are subjected to a higher level of approval by the network operations leadership.

- Events are placed in HOLD status of Matrix4 when the start or end date falls in the moratorium range
- It is the responsibility of the team requesting the change to provide details as to why the change needs to be executed during the moratorium to:
 - **Brian Kavanagh**
 - **Michael Salmon**
 - **Larissa Singh**
 - **Sheila Moseley**

Method of Procedures (MOP): MOPs are required for all Severity Level 3 activities outlining:

- Steps being taken (not high level)
- Vendor documentation for routine events is adequate
- Procedure and recovery must be included – thought process, if this then do x or if this then execute y

Plan to mitigate any problems if they should arise

4.2.2

Mandatory Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 General E-Rate Requirements

4.2.2.1.1

The Vendor must comply with the requirements and guidelines 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.

Frontier has read, understands, and will comply.

4.2.2.1.2

The Vendor must commit to meet all required E-rate participation guidelines. Guidelines can be found at <https://www.usac.org/e-rate/service-providers/>

Frontier has read, understands, and will comply.

4.2.2.2 Service Provider E-Rate Participation Requirements

4.2.2.2.1

The Vendor must agree to maintain the Service Provider Annual Certification Form (FCC Form 473).

Frontier has read, understands, and will comply.

4.2.2.2.2

The Red Light Rule states that the Federal Communications Commission (FCC) shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Federal Communications Commission (FCC). Universal Service Administrative Company (USAC) shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within (30) days of being notified. The Vendor must agree to notify the State of West Virginia in the event the Vendor/Service Provider has been subjected to the "Red Light Rule."

Frontier has read, understands, and will comply.

4.2.2.2.3

The Vendor must commit to work with the applicant to ensure that all services for which E-Rate discounts are being requested under the contracts resulting from this solicitation, are indeed eligible services as described in the Eligible Services List (ESL) which can be found at the link provided below and in Appendix 3. <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

Frontier has read, understands, and will comply.

4.2.2.2.4

The Vendor must agree to abide by all E-Rate rules, regulations, and limitations as described by the Federal Communication Commission (FCC), Universal Service Administrative Company (USAC), and Schools and Libraries Division (SLD) of USAC.

Frontier has read, understands, and will comply.

4.2.2.3 Business Class Broadband

4.2.2.3.1

The vendor should provide a turn-key solution that provides full bandwidth for each site's use only that will be installed, tested, fully operational, and accepted by the West Virginia Library Commission within ninety (90) calendar day after issue of purchase order. This must occur to start services by July 1, 2020. Billing must only begin once a service has successfully completed testing, been accepted by the agency and turned-up, and costs must reflect that speed only and not build in costs for higher bandwidth expenses at lower speeds.

Frontier has read, understands, and will comply.

4.2.2.4 Installation Requirements:

4.2.2.4.1 Vendor's solution must provide for installation at no additional cost.

Frontier has read, understands, and will comply.

4.2.2.4.2

The Vendor must agree to 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 has read, understands, and will comply.

4.2.2.5 Security Requirements

4.2.2.5.1

The Vendor must understand that the customer has standard security policy and access requirements and the Vendor's services, processes, or employees must comply with those standard security policy requirements.

Frontier has read, understands, and will comply.

4.2.2.5.2

The Vendor must commit to support the customer and/or fund any forensics actions required that is associated with a security breach on the customer's network attributable to their action(s).

Frontier has read, understands, and will comply.

4.3 Qualifications and Experience:

Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager

name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1

Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 Vendor should discuss staffing levels it can devote to this contract and whether Vendor intends on hiring additional staff and/or subcontracting work related to this contract.

Please see the dedicated account team in section 4.3.1.2. This team has been in place as a dedicated team to support the CENTREX19 and MPLS07(all versions including emergency extensions) although the MPLS07 services have eroded over the years. This team has been accustomed to much more activity with the State of WV and previously supported most of the libraries through the MPLS07 contract. Should Frontier be awarded all of the libraries it would still be a small fraction of the connectivity that this team has supported in the past for the State of WV. With that said Frontier management periodically reviews the workloads and will add staff to the team if needed. Note that only the E-rate Specialist is based outside of the state of West Virginia. The makeup of our dedicated account team is representative of how Frontier will manage the majority of the projects and services for the Library Commission with our proud WV based workforce of approximately 2,000 employees. Nation-wide Frontier adds over 200 of the proposed Internet access circuits over Ethernet each month; additionally, many more ELAN Ethernet circuits to build private networks are installed each month.

4.3.1.2 The Vendor should provide a dedicated account team consisting of, but not limited to, Account Manager, E-Rate Specialist, Billing Specialist, Technical Specialist, and Salesperson. Further the Vendor should provide the Commission the contact information and experience of its proposed team. The Commission reserves the right to request and have furnished a new member of the team for any reason. Please describe your company's ability to meet this goal.

Dedicated Account Team

Enterprise Account Executive (Salesperson) - Chad Stepp

Frontier Communications

Charleston, WV

Phone: (304)410-5659; Email: chad.stepp@ftr.com

Chad has nearly three decades of leading edge telecommunications experience which began in the U.S. Air Force as a computer programmer, UNIX Systems Administrator, and Network Security Officer.

After returning home to WV from four years of military duty; Stepp completed degrees in Business Administration with Computer Information Systems and Computer Science while beginning a private sector career that includes representing major Silicon Valley networking giants Cisco Systems and Nortel Networks. Was named Cisco Systems Regional Account Manager of the Quarter in 2001 based on goal attainment while also holding the distinction as the only AM in the region to reach CCDA (Cisco Certified Design Associate) certification. An early adopter of Cisco's VoIP technologies; Stepp sold many of the first implementations in the

state including packetized toll bypass tie lines using Voice over ATM for Walker Machinery in 1997 and IP Telephony for the City of Huntington in 1999, these solutions built the foundation for advanced production systems still in use today.

His career includes more than 23 years of selling progressive technology solutions to the State of WV; bookending that experience locally Chad has managed large client relationships to develop productivity enhancing technology solutions primarily for wire line carriers in West Virginia beginning with Bell Atlantic in 1997 through Frontier Communications today.

SE Manager (Technical Specialist) - Jeff Grimes

Frontier Communications, Inc.
Solutions Engineering Manager, Southeast Region
Huntington, WV
Phone: (304) 523-5245; Email: jeff.grimes@ftr.com

Jeff has worked in the telecommunications industry since 2001 as a network Sales Engineer. During his career Jeff has received numerous company awards, including President's Club and other distinctions. With Frontier, Jeff continues that experience and is responsible for managing Solutions Engineering personnel in the Southeast Region which include the Frontier markets serving WV, NC, SC, TN, and FL. The Frontier Network Solutions Engineering team serves as a technical resource in support of Frontier Account Executives and customer base.

Jeff is a veteran of the US Marine Corps Reserve and graduated with a Master of Arts in Communications from Marshall University in 1999 and has continued his network and telecommunications education by completing training courses and certifications from Cisco, Cienna, and Adtran.

Network Engineer (Technical Specialist) - Richard Fowler

Frontier Communications
Sales Engineer – WV
1108 N Mildred St, Ranson, WV
Phone: (540)931-4590; Fax: (304) 342-6092; Email: richard.a.fowler@ftr.com

Richard has over 24 years of experience in the telecommunications industry and is currently responsible for designing voice and data solutions for customers in West Virginia.

When it comes to customer service, Richard focuses on building relationships through trust and mutual respect, taking the time to get to know his customers and the companies for which they work. This approach ensures that the solutions he designs will not only meet his customer's technical specifications, but will also meet the current and future needs of their business.

He has experience in Telecom engineering, Network Operations Centers (NOC), and provisioning. These areas of experience have required designing, implementing, testing, and planning the following services: Private Line, Frame Relay, ATM, Ethernet, and Dedicated Internet ranging in speeds from DS0 to OC192 and 5Mb to 10 Gb. His job functions have also entailed working with Dark Fiber, DWDM, and PoP (Point of Presence) builds. One of his specific jobs was designing back-up data centers for large financial institutions. This became a specialized function after the terrorist attacks of 9-11. The FCC issued a directive for large

financial institutions with data centers in New York City to establish back-up data centers at a geographically diverse location.

In addition to his work at Frontier, Richard keeps extremely busy as a father of four children and enjoys spending time serving in his community.

Sr. Solutions Engineer (Technical Specialist) - Kevin Walker

Frontier Communications
1500 MacCorkle Ave. SE
Charleston, WV 25396
Phone: (304) 344-6435; Email: andrew.k.walker@ftr.com

Kevin has over 25 years of experience in the telecommunications industry in various sales, engineering, and project management positions. He graduated with a Bachelor of Science degree in Electrical Engineering (B.S.E.E.) from West Virginia Institute of Technology. Since 2011, he has served as Senior Sales/Solutions Engineer for Frontier and is responsible for pre-sales engineering and technical sales support for the West Virginia Account Team.

His previous telecommunications work experience includes working as a Project Engineer for Virginia Power's Telecommunications where he managed voice and data projects. He worked as a Systems Engineer for Bell Atlantic where he provided technical support including the design, sales, and implementation of telecommunications systems involving voice, data, and video applications. He worked for Verizon as a Translations Engineer in their Network Operations department where he designed and maintained Verizon's network for business customer applications. He also worked as Specialist in Verizon's Network Trouble Center supporting their Voice Network Creation and Provisioning Department. His responsibilities included providing 24x7 Tier II support for trouble investigation and resolution, billing referral resolution, Carrier Access Services and Wireless Services investigations, E-911 Emergency re-routes, and initiating continuous improvement projects.

Customer Service Advisor (Account Manager) – Chris Null

Frontier Communications
Specialist, Account Manager
Charleston, WV
Phone: (304) 344-6699; Mobile: (304) 356-1503; Email: chris.null@ftr.com

Chris has 4 years of telecom experience in many areas of the industry, including sales, management, project management and quality assurance. In 2016, Chris began his telecom career at Frontier in Charleston WV. His previous experience was in the automotive industry where he was responsible for leading the production department in many areas. His responsibility included customer relations and quality control with the Big 3 automotive customers GM, Ford and Chrysler. He was a project manager for starting new process for Honda. He was responsible for passing many high detailed audits from these customers which include the industry standard of TS-19949 and ISO 14001 certification. In 2018 Chris was promoted to his current position Customer Service Analyst for all telecommunications accounts for the State of WV.

Communications Rep (Billing Specialist) - Vicki Hayes, MBA

Frontier Communications, Inc.
Communications Representative

Charleston, WV
Phone: (304) 344-6707; Email: vicki.hayes@ftr.com

Vicki has over 27 years of experience, starting as C&P Telco, Bell Atlantic, Verizon, and now Frontier Communications. In the telecommunications industry Vicki has experience in various customer service positions. Vicki began her career in 1992 as a Service Specialist in the Bell Atlantic Service Solution Center. Vicki also worked as a service order typist in this same Center. Management recognized her excellent customer skills, temporarily assigning her to a management position. In that position her responsibilities were to work directly with the Associate team, assisting and coaching them with their jobs and, as needed, working as a temporary supervisor in the Center. Vicki went on to be a Trainer and was selected to attend "Train the Trainer" and "Beyond Train the Trainer". She completed both certification courses. With certification, her responsibilities were expanded to include conducting training classes for new employees.

In 1999 Vicki was promoted to a Business Collections Consultant. Her work required proficiency in a number of Verizon data systems. She was responsible for correcting order errors and entering orders for suspensions, restorals, and disconnects for business accounts in Maryland, DC, VA and West Virginia. In addition, she was responsible for more complex service orders.

Vicki became a Communications Representative in 2005 caring for State of West Virginia's Data & Voice solutions. She is responsible for the billing, ordering, and implementation of Voice and Data solutions for the State of West Virginia Government account and subsidiaries including K12 schools across the state. She is the direct point of contact for data related services. When the Frontier buyout happened in 2010 the Frontier billing system would not accommodate the State of WV billing requests, therefore, Vicki created from scratch and is responsible for the manual billing for the voice services on the DAIN contract.

Service Consultant/Representative (Billing Specialist) - Michele Crockett

Frontier Communications
Service Representative Commercial Sales and Support
Charleston, WV
Phone: (304) 344-3068 or (304) 344-7018; Fax: (304) 345-2487; Email:
michele.crockett@ftr.com

Michele has more than 23 years of telecom experience beginning in the 90s with AT&T. She was able to obtain hands on sales experience and learned the critical importance of communication skills and customer support. Also, during her tenure at AT&T, Michele gained valuable team building skills and leadership qualities that allowed her to utilize those skills as a project leader for a self-reliant sales team. Additionally, she was able to establish and implement various policies and procedures as well as identify team strengths and weaknesses that added value and growth not only for the team environment but for the company as well. Michele received several performance-based awards that afforded her to participate in company sponsored trips.

Michele Crockett has been an employee with Frontier Communications for over 13 years and was appointed as a service representative to the State of WV(SOWV) team in 2011. In this role she works directly with the WV Office of Technology (WVOT) to diligently process telecommunication service requests as it relates the voice related products obtained by the SOWV. Furthermore, she is the direct point of contact for voice related troubles and enters trouble tickets as it pertains to each issue thus creating less downtime for the SOWV and

creating a more enjoyable customer experience. Finally, Michele is also responsible creating and sending the manual CENTREX19 bill as is required by the SOWV.

E-Rate Representative (E-rate Specialist) - Denise McIntosh

Frontier Communications

Manager, Customer Service

Phone: 260-451-8574; Fax: 585-262-9734; Email: denise.mcintosh@ftr.com

Ms. Denise McIntosh is the Federal/USAC Manager for Frontier Communications. She brings 20 plus years of E-Rate experience to this company which includes working with a variety of schools, libraries, rural healthcare, and federal agencies. Denise has worked with the Frontier's regulatory teams, including legislative affairs to ensure Frontier remains in compliance with the Report and Order. She has been in the Telecommunications business for 34 years. Her experience in the telecommunications business includes supervision of sales processes and procedures, implementation of services and support of billing systems, as well as ensures compliance with Federal rules and regulations beginning with the bidding process. Her history includes bidding, contracts, orders, billing, and various types of audits (internal and external). Denise has strong communication skills which she uses to inform the sales team of the FCC guideline requirements and acts as a liaison with internal and external auditors. She maintains files in the standard format and reviews files to assure adherence to policy and procedures. Denise's experience with E-Rate makes her a valuable member of the Frontier Sales and Support Teams.

Regional Sales Director (Salesperson) Jeffrey Kay, MBA

Frontier Communications

Morgantown, WV

Jeff is the Regional Sales Director of Frontier Communications and has 22 years of IT/telecommunications experience including various leadership roles in operations, network infrastructure design, marketing and sales. He has enterprise commercial sales responsibility for all aspects of Frontier in the state of West Virginia and Southeast US region. Jeff earned his undergraduate and graduate degrees from West Virginia University.

Richard O'Brien

Frontier Communications

Group Vice President – Commercial Sales

Charleston, WV

Mr. O'Brien has over 30 years of wireline telecommunications experience. Rich started his career in 1989 for C&P Telephone and has advanced through the ownership changes from Verizon in 2000 to Frontier in 2010. Rich has held numerous leadership positions in marketing, sales, and operations.

In 2018 he accepted the position of Group Vice President of commercial sales for the East region, which consists of NY, CT, PA, WV, NC, SC, and FL. Rich graduated from Saint Leo University with a degree in business administration.

His career includes more than 20 years of developing, selling and supporting technology solutions to state governments across the U.S. including the State of WV.

Rich, and his wife Teresa reside in Putnam County where they raised their three children who attended and graduated from Marshall University.

4.3.2

Mandatory Qualification/Experience Requirements - The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 Vendor must have a minimum of five (5) years' experience in completing similar projects

Frontier Response: Frontier is one of America's largest telecommunications providers with at least 5 years of experience completing similar projects. In fact, at Frontier we average more than 200 EIA installations every month and have many thousands installed nationwide. Locally this account team has experience for more than a decade completing similar projects for WV public schools and State agencies. Specific reference contact information available upon request for further evaluation; may require nondisclosure agreement.

4.3.2.2 Vendor must be recognized by the E-rate program as an Eligible Service Provider and should submit a copy of the Service Provider Identification Number (SPIN) and a copy of the current Service Provider Annual Certification (SPAC) with their submitted response. This information will be required prior to award of the contract

Frontier's SPIN number is SPIN: 143001432 and our SPAC is below.

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143001432	Frontier West Virginia Inc.		Jennifer Oleniak	100 CTE Drive , Dallies, PA 18612	570631-8230	Y	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019

4.3.2.3 Any Vendor of telecommunication services must meet certain qualifications to be eligible to provide the services and receive Universal Service Administrative Company (USAC) reimbursement. Proof of compliance for the mandatories below should be submitted with their bid and will be required to be submitted prior to award.

Records Service Providers

#143001432 - Frontier West Virginia Inc.

Summary Consulting Firms FRN Appeals News Related Actions

Organization Details

Name Frontier West Virginia Inc.
Doing Business As Verizon West Virginia Inc.(FKA)
SPIN 143001432

Organization Type Service Provider Organization
DUNS Number 006918296
Status Active

Contact Information

Address 401 MERRITT 7 CORPORATE PARK
NORWALK, CT 06851
Mailing Address 401 MERRITT 7 CORPORATE PARK
NORWALK, CT 06851

Phone Number 570-631-6230
Email jennifer.oleniak@ftr.com
Website URL

Account Administrator

Name Sarah Knorr

General Contact

Name Jennifer Oleniak

Active circled, same as above:

Records Service Providers

#143001432 - Frontier West Virginia Inc.

Summary Consulting Firms FRN Appeals News Related Actions

Organization Details

Name Frontier West Virginia Inc.
Doing Business As Verizon West Virginia Inc.(FKA)
SPIN 143001432

Organization Type Service Provider Organization
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Status Active

Contact Information

Address 401 MERRITT 7 CORPORATE PARK
NORWALK, CT 06851
Mailing Address 401 MERRITT 7 CORPORATE PARK
NORWALK, CT 06851

Phone Number 570-631-6230
Email jennifer.oleniak@ftr.com
Website URL

Account Administrator

Name Sarah Knorr

General Contact

Name Jennifer Oleniak

4.3.2.4 Contribute to the Universal Service Fund
Yes, Frontier does participate in the Universal Service Fund.

4.3.2.5 Provide telecommunications services on a common carrier basis

Frontier is the incumbent service provider in 53 out of 55 counties

4.3.2.6 Provide a copy of the submitted FCC Form 498, Service Provider Information Form

Please see a copy of our Form 498 under Supporting Documentation.

4.3.2.7 Provide the Vendor's Service Provider Identification Number (SPIN) obtained through the FCC Form 498 process and the FCC Registration number tied to their EIN tax ID number

Frontier's SPIN number is 143001432.

Below is our FRN.

Registration Detail	
FRN:	0002011278
Registration Date:	06/24/2000 07:32:49 PM
Last Updated:	05/20/2015 10:05:00 AM
Business Name:	Frontier West Virginia Inc.
Business Type:	Private Sector , Corporation
Contact Organization:	Verizon
Contact Position:	Sr. Network Engineer
Contact Name:	Elissa E McOmber
Contact Address:	250 South Franklin Cookeville, TN 38501 United States
Contact Email:	elissa.mcomber@ftr.com
ContactPhone:	(931) 528-1584
ContactFax:	(931) 528-1581

4.3.2.8 Provide a copy of the most recent FCC Form 473, Service Provider Annual Certification Form, on an annual basis

Our new SPAC will be filed in May 2020 (next month), as we file each May:

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 498 Filer	SPAC Filed
143001432	Frontier West Virginia Inc.		Jennifer Oleniak	100 CTE Drive , Dallas, PA 18612	570631-6230	Y	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019

4.3.2.9 Provide a copy of the filed FCC Form 499. Provide a copy of the Red-Light Status of the Vendor

Frontier will not share a copy of the Form 499, as that is our financials, however please see our Red-Light Status under Supporting Documentation.

Attachment A - Available Speeds
WV Library Commission Broadband for Library

Instructions:

On the spreadsheet, indicate which locations your firm is bidding on, list the speeds available at that location, and submit this with the technical proposal submission.

Locations Bid and Available Speeds List				
SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Belington PL	88 ELLIOTT AVE BELINGTON, WV 26250 USA	Barbour	YES	25Mb to 1Gb
Phillipi PL	51 S MAIN ST PHILIPPI, WV 26416 USA	Barbour	YES	25Mb to 1Gb
Hedgesville PL	207 NORTH MARY ST, HEDGESVILLE, WV 25427	Berkeley	YES	25Mb to 1Gb
Martinsburg-Berkeley PL	101 WEST KING ST MARTINSBURG, WV 25401 USA	Berkeley	YES	25Mb to 1Gb
Musselman-South Berkeley Community Lib.	126 EXCELLENCE WAY, INWOOD, WV 25428 USA	Berkeley	YES	25Mb to 1Gb
North Berkeley PL	1255 T J JACKSON DR, FALLING WATERS, WV 25419 USA	Berkeley	YES	25Mb to 1Gb
Barrett-Wharton PL	38487 POND FORK RD BARRETT, WV 25208 USA	Boone	YES	25Mb to 1Gb
Boone-Madison PL	375 MAIN ST MADISON, WV 25130 USA	Boone	YES	25Mb to 1Gb
Coal River PL, Racine Library	494 JOHN SLACK CIR RACINE, WV 25165 USA	Boone	YES	25Mb to 1Gb
Whitesville PL	38175 COAL RIVER RD WHITESVILLE, WV 25209 USA	Boone	YES	25Mb to 1Gb
Burnsville PL	235 KANAWHA AVE BURNSVILLE, WV 26335 USA	Braxton	YES	25Mb to 1Gb
Gassaway PL	536 ELK ST GASSAWAY, WV 26624 USA	Braxton	YES	25Mb to 1Gb
Sutton PL	500 MAIN ST SUTTON, WV 26601 USA	Braxton	YES	25Mb to 1Gb
Brooke County PL, Wellsburg Library	845 MAIN ST WELLSBURG, WV 26070 USA	Brooke	YES	25Mb to 1Gb
Follansbee PL	844 MAIN ST FOLLANSBEE, WV 26037 USA	Brooke	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Barboursville PL	728 MAIN ST BARBOURSVILLE, WV 25504 USA	Cabell	YES	25Mb to 1Gb
Cabell County PL	455 9TH STREET HUNTINGTON, WV 25701 USA	Cabell	YES	25Mb to 1Gb
Cox Landing PL, Lesage Library	6865 COX LN LESAGE, WV 25537 USA	Cabell	YES	25Mb to 1Gb
Gallaher Village PL	368 NORWAY AVE HUNTINGTON, WV 25705 USA	Cabell	YES	25Mb to 1Gb
Guyandotte PL	205 RICHMOND ST HUNTINGTON, WV 25702 USA	Cabell	YES	25Mb to 1Gb
Milton PL	1140 SMITH ST MILTON, WV 25541 USA	Cabell	YES	25Mb to 1Gb
Salt Rock PL	5575 MADISON CREEK RD SALT ROCK, WV 25559 USA	Cabell	YES	25Mb to 1Gb
West Huntington PL	901 14TH ST W HUNTINGTON, WV 25704 USA	Cabell	YES	25Mb to 1Gb
Calhoun County PL, Grantsville Library	250 MILL ST GRANTSVILLE, WV 26147 USA	Calhoun	YES	25Mb to 1Gb
Clay County PL	614 MAIN ST CLAY, WV 25043 USA	Clay	YES	25Mb to 1Gb
Center Point PL	8871 WV ROUTE 25 N SALEM, WV 26426 USA	Doddridge	YES	25Mb to 1Gb
Doddridge County PL, West Union	170 MARIE ST WEST UNION, WV 26456 USA	Doddridge	YES	25Mb to 1Gb
Ansted PL	102 OAK ST ANSTED, WV 25812 USA	Fayette	YES	25Mb to 1Gb
Fayetteville PL	200 W MAPLE AVE FAYETTEVILLE, WV 25840 USA	Fayette	YES	25Mb to 1Gb
Meadow Bridge PL	53 MONTRADO ST MEADOW BRIDGE, WV 25976 USA	Fayette	YES	25Mb to 1Gb
Montgomery PL	507 FERRY ST MONTGOMERY, WV 25136 USA	Fayette	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Mt. Hope PL	500 MAIN ST MOUNT HOPE, WV 25880 USA	Fayette	YES	25Mb to 1Gb
Oak Hill	611 MAIN ST, OAK HILL, WV 25903 USA	Fayette	YES	25Mb to 1Gb
Oak Hill HQ	531 SUMMIT ST OAK HILL, WV 25901 USA	Fayette	YES	25Mb to 1Gb
Gilmer Co. PL, Glenville Library	214 WALNUT ST GLENVILLE, WV 26351 USA	Gilmer	YES	25Mb to 1Gb
Allegheny Mountaintop Mt.Storm Library	8455 UNION HWY MOUNT STORM, WV 26739 USA	Grant	YES	25Mb to 1Gb
Grant County PL, Moorman Petersburg	18 MOUNTAIN VIEW ST PETERSBURG, WV 26847 USA	Grant	YES	25Mb to 1Gb
Alderson PL	308 WALNUT AVE ALDERSON, WV 24910 USA	Greenbrier	YES	25Mb to 1Gb
Greenbrier County PL, Lewisburg	152 ROBERT W MCCORMICK DR LEWISBURG, WV 24801 USA	Greenbrier	YES	25Mb to 1Gb
Rainelle PL	378 7TH ST RAINELE, WV 25962 USA	Greenbrier	YES	25Mb to 1Gb
Ronceverte PL	712 W MAIN ST RONCEVERTE, WV 24870 USA	Greenbrier	YES	25Mb to 1Gb
Rupert PL	224 GREENBRIER ST RUPERT, WV 25904 USA	Greenbrier	YES	25Mb to 1Gb
White Sulphur Springs PL	344 W MAIN ST WHITE SULPHUR SPRINGS WV 24986 USA	Greenbrier	YES	25Mb to 1Gb
Capon Bridge PL	2957 NORTHWESTERN PIKE CAPON BRIDGE, WV 26711 USA	Hampshire	YES	25Mb to 1Gb
Hampshire County PL, Romney Library	153 W MAIN ST ROMNEY, WV 26757 USA	Hampshire	YES	25Mb to 1Gb
Lynn Munay Memorial PL, Chester Library	601 RAILROAD ST CHESTER, WV 26084 USA	Hancock	YES	25Mb to 1Gb
Mary H. Weir PL, Weirton SubHub	3442 MAIN ST WEIRTON, WV 26062 USA	Hancock	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Swaney Memorial PL	210 S COURT ST NEW CUMBERLAND, WV 26047 USA	Hancock	YES	25Mb to 1Gb
Hardy County PL, Moorefield Library	102 N MAIN ST MDDREFIELD, WV 26836 USA	Hardy	YES	25Mb to 1Gb
Bridgeport PL	3200 JOHNSON AVE BRIDGEPORT, WV 26330 USA	Harrison	YES	25Mb to 1Gb
Clarksburg-Harrison County PL, SubHub	404 W PIKE ST CLARKSBURG, WV 26301 USA	Harrison	YES	25Mb to 1Gb
LOWE PL, Shirunston Library	40 BRIDGE ST SHINNSTON, WV 26431 USA	Harrison	YES	25Mb to 1Gb
Nutter Fort PL	1300 BUCKHANNON PIKE NUTTER FORT, WV 26301 USA	Harrison	YES	25Mb to 1Gb
Southern Area PL, Lost Creek Library	120 E MAIN ST LOST CREEK, WV 26385 USA	Harrison	YES	25Mb to 1Gb
Jackson Co PL, Ripley Library	208 CHURCH ST N RIPLEY, WV 25271 USA	Jackson	YES	25Mb to 1Gb
Ravenswood PL	525 VIRGINIA ST RAVENSWOOD, WV 26164 USA	Jackson	YES	25Mb to 1Gb
Bolivar-Harpers Ferry PL	151 POLK ST HARPERS FERRY, WV 25425 USA	Jefferson	YES	25Mb to 1Gb
Shepherdstown PL	100 E GERMAN ST SHEPHERDSTOWN, WV 25445 USA	Jefferson	YES	25Mb to 1Gb
South Jefferson PL, Summit Point Library	49 CHURCH ST SUMMIT POINT, WV 25446 USA	Jefferson	YES	25Mb to 1Gb
Clendenin	107 KOONTZ AVE SUITE 100 CLEDENIN, WV 25045 USA	Kanawha	YES	25Mb to 1Gb
Glasgow PL	129 4TH AVE GLASGOW, WV 25086 USA	Kanawha	YES	25Mb to 1Gb
Kanawha County PL	123 CAPITOL ST CHARLESTON, WV 25301 USA	Kanawha	YES	25Mb to 1Gb
Marmet PL	9508 OREGON AVE MARMET, WV 25315 USA	Kanawha	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Nitro PL	1700 PARK AVE, NITRO, WV 25143 USA	Kanawha	YES	25Mb to 1Gb
Riverside Branch PL	1 WARRIOR WAY, SUITE 104, BELLE, WV 25015 USA	Kanawha	YES	25Mb to 1Gb
Sissonville PL	1 TINNEY LANE, CHARLESTON, WV 25312 USA	Kanawha	YES	25Mb to 1Gb
South Charleston PL	312 4TH AVE SOUTH CHARLESTON, WV 25303 USA	Kanawha	YES	25Mb to 1Gb
St. Albans PL	602 4TH ST., SAINT ALBANS, WV 25177 USA	Kanawha	YES	25Mb to 1Gb
WVLC/Network	1900 KANAWHA BLVD E CHARLESTON, WV 25305 USA	Kanawha	YES	25Mb to 1Gb
Cross Lanes PL	5449 BIG TYLER RD CROSS LANES, WV 25313 USA	Kanawha	YES	25Mb to 1Gb
Dunbar PL	301 12TH ST MALL DUNBAR, WV 25064 USA	Kanawha	YES	25Mb to 1Gb
Elk Valley PL	313 THE CROSSINGS MALL ELKVIEW, WV 25071 USA	Kanawha	YES	25Mb to 1Gb
Louis Bennett PL, Weston Library	148 COURT AVE WESTON, WV 26452 USA	Lewis	YES	25Mb to 1Gb
Alum Creek PL	255 MIDWAY SCHOOL RD ALUM CREEK, WV 25003 USA	Lincoln	YES	25Mb to 1Gb
Guyan River PL	5320 MCCLELLAN HWY BRANCHLAND, WV 25506 USA	Lincoln	YES	25Mb to 1Gb
Hamlin-Lincoln County PL	799B LYNN AVE HAMLIN, WV 25523 USA	Lincoln	YES	25Mb to 1Gb
Buffalo Creek PL	511 E MCDONALD AVE MAN, WV 25635 USA	Logan	YES	25Mb to 1Gb
Chapmanville PL	740 CRAWLEY CREEK RD CHAPMANVILLE, WV 25508 USA	Logan	YES	25Mb to 1Gb
Logan PL	16 WILDCAT WAY LOGAN, WV 25601 USA	Logan	YES	25Mb to 1Gb
Fairview	500 MAIN ST FAIRVIEW, WV 26570 USA	Marion	YES	25Mb to 1Gb
Mannington PL	109 CLARKSBURG ST, MANNINGTON, WV 26582 USA	Marion	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Marion County PL	321 MONROE ST, FAIRMONT, WV 26554	Marion	YES	25Mb to 1Gb
Benwood-McMechen PL	201 MARSHALL ST MCMECHEN, WV 26040 USA	Marshall	YES	25Mb to 1Gb
Cameron PL	44 MAIN ST CAMERON, WV 26035 USA	Marshall	YES	25Mb to 1Gb
City-County PL, Moundsville Library	700 5TH ST MOUNDSVILLE, WV 26041 USA	Marshall	YES	25Mb to 1Gb
Mason City PL	502 BROWN ST MASON, WV 25260 USA	Mason	YES	25Mb to 1Gb
Mason County PL, Pt. Pleasant Library	508 VIAND ST POINT PLEASANT, WV 25550 USA	Mason	YES	25Mb to 1Gb
New Haven PL	106 MAIN ST NEW HAVEN, WV 25265 USA	Mason	YES	25Mb to 1Gb
Bradshaw PL	10002 MARSHALL HWY BRADSHAW, WV 24817 USA	McDowell	YES	25Mb to 1Gb
Jaeger PL	104 W VIRGINIA AVE JAEGER, WV 24844 USA	McDowell	YES	25Mb to 1Gb
McDowell County PL, Welch Library	90 HOWARD ST WELCH, WV 24801 USA	McDowell	YES	25Mb to 1Gb
Northfork PL	24 FIRE BRANCH AVE NORTHFORK, WV 24868 USA	McDowell	NO	N/A
War PL	672 WARRIOR MINE RD WAR, WV 24892 USA	McDowell	YES	25Mb to 1Gb
Craft Memorial PL, Bluefield Library	600 COMMERCE ST BLUEFIELD, WV 24701 USA	Mercer	YES	25Mb to 1Gb
Princeton PL	920 MERCER ST, PRINCETON, WV 24740 USA	Mercer	YES	25Mb to 1Gb
Burlington PL	6 HOPE LN BURLINGTON, WV 26710 USA	Mineral	YES	25Mb to 1Gb
Ft. Ashby PL	57 PRESIDENTS ST FORT ASHBY, WV 26719 USA	Mineral	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Keyser-Mineral County PL	105 N MAIN ST KEYSER, WV 26726 USA	Mineral	YES	25Mb to 1Gb
Kingwood PL	205 W MAIN ST KINGWOOD, WV 26537 USA	Mineral	YES	25Mb to 1Gb
Piedmont PL	1 CHILDS AVE PIEDMONT, WV 26750 USA	Mineral	YES	25Mb to 1Gb
Gilbert PL	5 WHARNCLIFFE AVE GILBERT, WV 25621 USA	Mingo	YES	25Mb to 1Gb
Kermit PL	103 MAIN ST KERMIT, WV 25674 USA	Mingo	YES	25Mb to 1Gb
Matawan PL	97 FIRST AVE MATAWAN, WV 25678 USA	Mingo	YES	25Mb to 1Gb
Mingo County PL	4360 HELENA AVE DELBARTON, WV 25670 USA	Mingo	YES	25Mb to 1Gb
Williamson PL	101 LOGAN ST WILLIAMSON, WV 25661 USA	Mingo	YES	25Mb to 1Gb
Armettsville	4120 FAIRMONT RD MORGANTOWN, WV 26501 USA	Monongalia	YES	25Mb to 1Gb
Cheat Area PL	121 CROSBY RD MORGANTOWN, WV 26508 USA	Monongalia	YES	25Mb to 1Gb
Clay Battelle PL, Blacks ville Library	6050 MASON DIXON HWY BLACKSVILLE, WV 26521 USA	Monongalia	YES	25Mb to 1Gb
Clinton District PL	2005 GRAFTON RD MORGANTOWN, WV 26508 USA	Monongalia	YES	25Mb to 1Gb
Morgantown PL	373 SPRUCE ST MORGANTOWN, WV 26505 USA	Monongalia	YES	25Mb to 1Gb
Monroe County PL, Union Library	303 S MAIN ST UNION, WV 24983 USA	Monroe	YES	25Mb to 1Gb
Peterstown PL	23 COLLEGE DR PETERSTOWN, WV 24963 USA	Monroe	YES	25Mb to 1Gb
Morgan County PL, Berkeley Springs Library	105 CONGRESS ST BERKELEY SPRINGS, WV 25411 USA	Morgan	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Paw Paw PL	250 MOSER AVE PAW PAW, WV 25434 USA	Morgan	YES	25Mb to 1Gb
Craigsville PL	63 LIBRARY LN CRAIGSVILLE, WV 26205 USA	Nicholas	YES	25Mb to 1Gb
Richwood PL	8 WHITE AVE RICHWOOD, WV 26261 USA	Nicholas	YES	25Mb to 1Gb
Summersville PL	6201 WEBSTER RD SUMMERSVILLE, WV 26651 USA	Nicholas	YES	25Mb to 1Gb
Ohio County PL	52 16TH ST, WHEELING, WV 26003 USA	Ohio	YES	25Mb to 1Gb
Pendleton County PL, Franklin Library	256 N MAIN ST FRANKLIN, WV 26807 USA	Pendleton	YES	25Mb to 1Gb
Pleasants County PL, St. Marys Library	101 LAFAYETTE ST SAINT MARYS, WV 26170 USA	Pleasants	YES	25Mb to 1Gb
Durbin PL	4715 STAUNTON PARKERSBURG TPKE DURBIN, WV 26264 USA	Pocahontas	YES	25Mb to 1Gb
Green Bank PL	5683 POTOMAC HIGHLAND TRL GREEN BANK, WV 24944 USA	Pocahontas	YES	25Mb to 1Gb
Hillsboro PL	54 3RD ST HILLSBORO, WV 24946 USA	Pocahontas	YES	25Mb to 1Gb
Limwood PL (Snowshoe)	72 SNOWSHOE DR SLATYFORK, WV 26291 USA	Pocahontas	YES	25Mb to 1Gb
Pocahontas Free PL, Marlinton Library	500 8TH ST MARLINTON, WV 24954 USA	Pocahontas	YES	25Mb to 1Gb
Terra Alta PL	701B E STATE AVE TERRA ALTA, WV 26764 USA	Preston	YES	25Mb to 1Gb
Buffalo PL	19209 BUFFALO RD BUFFALO, WV 25053 USA	Putnam	YES	25Mb to 1Gb
Eleanor PL	500 ROOSEVELT BLVD ELEANOR, WV 25070 USA	Putnam	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Hurricane PL	410 MIDLAND TRL HURRICANE, WV 25526 USA	Putnam	YES	25Mb to 1Gb
Poca PL	2858 CHARLESTON RD POCA, WV 25159 USA	Putnam	YES	25Mb to 1Gb
Putnam County PL, Teays Valley Library	4219 STATE ROUTE 24 HURRICANE, WV 25526 USA	Putnam	YES	25Mb to 1Gb
Raleigh County PL, Beckley Library	221 N KANAWHA ST BECKLEY, WV 25801 USA	Raleigh	YES	25Mb to 1Gb
Shady Spring PL	440 FLAT TOP RD SHADY SPRING, WV 25928 USA	Raleigh	YES	25Mb to 1Gb
Sophia PL	108 1ST ST SOPHIA, WV 25921 USA	Raleigh	YES	25Mb to 1Gb
Elkins-Randolph PL	416 DAVIS AVE ELKINS, WV 26241 USA	Randolph	YES	25Mb to 1Gb
Helvetia PL	4901 PICKENS RD HELVETIA, WV 26224 USA	Randolph	YES	25Mb to 1Gb
Pioneer Memorial PL, Harman Library	22526 ALLEGHENY HWY HARMAN, WV 26270 USA	Randolph	YES	25Mb to 1Gb
Russell Memorial	RT 218/250, MILL CREEK, WV 26220 USA	Randolph	YES	25Mb to 1Gb
Valley Head PL	25369 SENECA TRL VALLEY HEAD, WV 26284 USA	Randolph	YES	25Mb to 1Gb
Pennsboro PL	411 MAIN ST PENNSBORO, WV 26415 USA	Ritchie	YES	25Mb to 1Gb
Ritchie County PL, Harrisville Library	608 E MAIN ST HARRISVILLE, WV 26862 USA HARRISVILLE	Ritchie	YES	25Mb to 1Gb
Geary PL, Left Hand Library	1 LIBRARY LN SUITE 1 LEFT HAND, WV 25251 USA	Roane	YES	25Mb to 1Gb
Roane County PL, Spencer Library	110 PARKING PLZ SPENCER, WV 25276 USA	Roane	YES	25Mb to 1Gb
Walton PL	2 CUNNINGHAM LN WALTON, WV 25286 USA	Roane	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Summers County PL, Hinton Library	201 TEMPLE ST HINTON, WV 25951 USA	Summers	YES	25Mb to 1Gb
Taylor County PL, Grafton Library	200 BEECH ST GRAFTON, WV 26354 USA	Taylor	YES	25Mb to 1Gb
Five Rivers PL	301 WALNUT ST PARSONS, WV 26287 USA	Tucker	YES	25Mb to 1Gb
Mountaintop PL, Thomas Library	384 2ND ST THOMAS, WV 26292 USA	Tucker	YES	25Mb to 1Gb
Sistersville PL	518 WELLS ST SISTERSVILLE, WV 26175 USA	Tyler	YES	25Mb to 1Gb
Tyler County PL, Middlebourne Library	301 BROAD ST MIDDLEBOURNE, WV 26149 USA	Tyler	YES	25Mb to 1Gb
Charles W. Gibson PL, Buckhannon	105 E MAIN ST BUCKHANNON, WV 26201 USA	Upshur	YES	25Mb to 1Gb
James W. Curry PL	1721 BROOKS HILL RD., FRENCH CREEK, WV 26218 USA	Upshur	YES	25Mb to 1Gb
Upshur County PL, Buckhannon Upshur	1150 ROUTE 20 SOUTH RD BUCKHANNON, WV 26201 USA	Upshur	YES	25Mb to 1Gb
Fort Gay PL	8608 REAR BROADWAY FORT GAY, WV 25514 USA	Wayne	YES	25Mb to 1Gb
Wayne County PL, Ceredo-Kenova Library	1200 DAK ST KENOVA, WV 25530 USA	Wayne	YES	25Mb to 1Gb
Wayne PL	325 KEYSER ST WAYNE, WV 25570 USA	Wayne	YES	25Mb to 1Gb
Cowen PL	47 MILL ST COWEN, WV 26206 USA	Webster	YES	25Mb to 1Gb
Webster-Addison PL, Webster Springs	331.5 MAIN ST WEBSTER SPRINGS, WV 26288 USA	Webster	YES	25Mb to 1Gb
Hundred PL	3527 HORNET HWY HUNDRED, WV 26375 USA	Wetzel	YES	25Mb to 1Gb
New Martinsville	160 WASHINGTON ST NEW MARTINSVILLE, WV 26155 USA	Wetzel	YES	25Mb to 1Gb

Attachment A - Available Speeds
WV Library Commission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Paden City PL	114 S 4TH AVE PADEN CITY, WV 26159 USA	Wetzel	YES	25Mb to 1Gb
Pine Grove Library	756 ALLEY ADDITION PINE GROVE, WV 26419 USA	Wetzel	YES	25Mb to 1Gb
Dora B. Woodyard PL, Elizabeth	411 MULBERRY ST ELIZABETH, WV 26143 USA	Wirt	YES	25Mb to 1Gb
Parkersburg-Wood County PL	3100 EMERSON AVE PARKERSBURG, WV 26104 USA	Wood	YES	25Mb to 1Gb
South Parkersburg PL	1907 BLIZZARD DR PARKERSBURG, WV 26101 USA	Wood	YES	25Mb to 1Gb
Vienna PL	2300 RIVER ROAD, VIENNA, WV 26105 USA	Wood	YES	25Mb to 1Gb
Waverly PL	450 VIRGINIA ST WAVERLY, WV 26184 USA	Wood	YES	25Mb to 1Gb
Williamstown PL	201 W 5TH ST WILLIAMSTOWN, WV 26187 USA	wood	YES	25Mb to 1Gb
Hanover PL	5556 INTERSTATE HWY HANOVER, WV 24839 USA	Wyoming	YES	25Mb to 1Gb
Mullens Area PL	102 4TH ST MULLENS, WV 25882 USA	Wyoming	YES	25Mb to 1Gb
Oceana PL	1519 COOK PKWY OCEANA, WV 24870 USA	Wyoming	YES	25Mb to 1Gb
Wyoming County PL, Pineville Library	155 PARK ST PINEVILLE, WV 24874 USA	Wyoming	YES	25Mb to 1Gb

Vendor Name: Frontier West Virginia Inc.

Vendor Address: 1500 MacCorkle Avenue SE, Charleston, WV 25304

Vendor Phone Number: (304) 410-5659

Vendor Representative submitting response: Chad Stepp

Attachment B

Attachment B has been provided as a separate attachment per RFP instructions. Two separate proposals are being provided by Frontier for evaluation. The technical proposal is the same in both cases.

One proposal; we feel perfectly matches the request of this RFP by providing customized rates for each location for individual competitive comparison.

The second alternative proposal requires all locations where service is available (all except Northfork) to order service to enjoy uniform or postalized pricing that is consistent across all libraries in WV regardless of market.

The rates proposed are per Mb and is lowest at the highest speed or volume of bandwidth purchased. For example, the rates per Mb provided is for 1Gb. Our rate structure, as expected charges the highest rate per Mb at 25Mb and gradually decreases consistently to the lowest rate (as provided for evaluation on Attachment B) for 1Gb.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Chad Stepp
(Name, Title)
Chad Stepp
(Printed Name and Title)
1500 MacCorkle Ave SE, Charleston, WV 25304
(Address)
(304) 410-5659
(Phone Number) / (Fax Number)
chad.stepp@ftr.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Frontier West Virginia Inc.

(Company Name)


(Authorized Signature) (Representative Name, Title)

Richard O'Brien, GVP, Enterprise Sales
(Printed Name and Title of Authorized Representative)

3-19-20
(Date)

(304) 344-6474
(Phone Number) (Fax Number)

Revised 01/09/2020

ADDENDUM ACKNOWLEDGMENT FORM
SOLICITATION NO. _____

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Authorized Signature

3-14-20
Date

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

Revised 01/05/2020

**REQUEST FOR PROPOSAL
Broadband Services
West Virginia Library Commission**

That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000
Proposal 2 Cost is \$1,100,000
Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 - $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$
Step 2 - $1 \times 30 = \text{Total Cost Score of 30}$

Proposal 2: Step 1 - $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of 0.909091 (90.9091\%)}$
Step 2 - $0.909091 \times 30 = \text{Total Cost Score of 27.27273}$

- 5.9. **Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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

Frontier West Virginia Inc.

(Company)

Bruce R. Groop, Vice President

(Representative Name/Title)

(304) 344-6474

(Contact Phone/Fax Number)

3-19-20

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 §61-6-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 3/30/2020

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 30 day of March, 2020

My Commission expires: 9-14 2022

AFFIX SEAL HERE NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



WV-19
Approved / Revised
06/08/18

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, 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,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement, 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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.
8. Application is made for reciprocal preference.
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: [Signature]
 Date: 3/30/2020 Title: Group VP, Commercial Sales

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

Clarifications and Exceptions

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on general liability and automobile liability policies each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. ~~Thirty (30) days prior to~~ Within fifteen (15) days of the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance in at least an amount of: 500,000.00 per occurrence.
- Automobile Liability Insurance in at least an amount of: 500,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence, Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

- Commercial Crime and Third Party Fidelity Insurance in an amount of: 500,000.00 per occurrence.
- Cyber Liability Insurance in an amount of: _____ per occurrence.
- Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance in an amount of: _____ per occurrence.
- Aircraft Liability in an amount of: _____ per occurrence.

Revised 01/09/2020

- SPIN, FRN, SPAC and Red-Light Verification
- FCC Form 498
- Sample Invoice
- Commercial Customer Support Center (CCSC)
- Sample Frontier Service Agreement (FSA)
- Sample Ethernet Internet Access Schedule
- E-Rate Rider

Frontier has been working with E-Rate program since the inception in 1998. We have been providing system generated discounts since 2006. Frontier E-Rate verification including Frontier E-Rate Rider is provided below. The link below may be referenced for additional information.
<https://frontier.com/resources/discount-programs>

SPIN: 143001432

SPAC:

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143001432	Frontier West Virginia Inc		Jennifer Olenak	100 CTE Drive , Dallas, PA 18812	570631-6230	Y	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019

FRN:

Registration Detail	
FRN:	0002011278
Registration Date:	06/24/2000 07:32:49 PM
Last Updated:	05/20/2015 10:05:00 AM
Business Name:	Frontier West Virginia Inc.
Business Type:	Private Sector , Corporation
Contact Organization:	Verizon
Contact Position:	Sr. Network Engineer
Contact Name:	Elissa E McOmber
Contact Address:	250 South Franklin Cookeville, TN 38501 United States
Contact Email:	elissa.mcomber@ftr.com
ContactPhone:	(931) 528-1584
ContactFax:	(931) 528-1581

Red-Light Verification

2/4/2020

Red Light Display System



Red Light Display System (RLDS)



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

[< FCC Site Map](#)

Logged in as FRN: Frontier Communications (0022071609) [\[Log Out\]](#)

[Back](#) | [Print](#) | [Help](#)

2/4/2020 6:44 PM

Current Status of FRN 0022071609

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 02/04/2020 at 6:33 AM; it is updated once each business day at about 7 a.m., ET.

Save time, avoid problems. File electronically at <http://www.usac.org/sp/about498/default.aspx>

FCC Form 498 Approval by OMB 3060-0624

Service Provider Identification Number and General Contact Information Form
Estimated Average Burden Hours Per Response: 1.5 hours

FCC Form 498 is used to collect contact and remittance information for service providers that receive support from the Federal universal service support programs. For greater flexibility, this form allows service providers to use the same general contact information for all their contacts and the same remittance data collected for each of the four programs or multiple contact and remittance information. Please report any changes to this information on a revised FCC Form 498 to prevent any delays in notification and the timeliness of disbursements. Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Please read instructions, located at: <http://usac.org/sp/tools/forms.aspx>, before beginning this application.

Please check one box below See instruction Section III.A

Original Application for SPIN
 Revision to existing FCC Form 498 on file with USAC
 Request for SPIN Merger/Consolidation
 Request for SPIN Deactivation

See instruction Section III.A

Service Provider Identification Number (SPIN) 1 4 3 0 0 1 4 3 2
(To be inserted by USAC for first time applicants. Required for subsequent revisions.)

498 Filer ID 8 0 6 3 1 0
(Required if your company is required to file the FCC Form 498)

Block 1: General Company Information [All Fields REQUIRED] See instruction Section III.B

1 Frontier West Virginia Inc.
Company Name

2 Verizon West Virginia Inc (FKA)
Name Company is Doing Business As (DBA) or Formerly Known As (FKA)

3 Check this box if the Company is part of or maintains affiliate companies and complete page 2.

4 3 High Ridge Park
Street Address

5
Address Line 2

6 Stamford CT 8 06905
City State Zip Code + 4

Block 2: General Contact Information [All Fields REQUIRED] See instruction Section III.C

9 First: Douglas Middle Initial: R Last: Becker 10 Manager
General Contact (Company Preparer Name) Title

11 872 908-4378 12 214 383-1134
Phone Number Ext. Fax Number

13 805 Central Expressway South
Street Address

14 Suite 200 TX1-089
Address Line 2

15 Allen TX 17 75013
City State Zip Code + 4

18 douglas.becker@fr.com
E-mail Address

Block 3: Federal EIN, DUNS and FCC Registration Number [All Fields REQUIRED] See instruction Section III.D

19 550142020 20 Corporation Partnership Other
Enter Federal Employer Identification Number (Federal EIN or Tax ID Number) (Check applicable corporate structure.)

21 006918296 22 0002011278
Enter Dunn and Bradstreet Number (DUNS) FCC Registration Number (CORES ID)

This page is for High Cost Program participants only.

For more information about the High Cost Program, please refer to: <http://www.usac.org/hc/>

Block 5: High Cost Support Financial Institution and Remittance Information [ALL Fields REQUIRED] See instruction Section III.F

Check this box to discontinue use of this SPIN for High Cost Support.

Financial Institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1998, Pub. Law 104-134, 110 Stat. 1321-358.

Check this box if this information is the same as the General Contact information (Block 2) and complete lines 33-35.

23 National Exchange Carrier Association
Remittance Company Name, if different from Company Name

24 First: Estee Middle Initial: _____ Last: Brock 25 Cash Mgr
Title

Remittance Contact Name - Statements will be sent to Remittance Contact's attention

26 80 South Jefferson Rd
Remittance Contact Address

27 _____
Address Line 2

28 Whipperry 29 NJ 30 07881
City State Zip Code + 4

31 973 884-8419 32 973 599-6574
Phone Number Ext Fax Number

33 Bank of America
Remittance Financial Institution for ACH or locked box transfer of funds (required)

34 [REDACTED] 35 [REDACTED]
Financial Institution Account Number for ACH (required) ACH Financial Institution Transit Number - must be nine digits (required)

36 highcostpayments@neca.org
E-mail Address of Remittance Contact (Required if participating in the High Cost Program)

Block 6: Company Contact for High Cost Support See instruction Section III.G

Check this box if this information is the same as the General Contact Information (Block 2) and continue on to Block 7.

37 First: Douglas Middle Initial: R Last: Becker 38 Manager
Contact Name for High Cost Program Title
(Must be a company employee or designated representative)

39 805 Central Expressway South
Contact Address for High Cost Program

40 Suite 200 TX1-069
Address Line 2

41 Allen 42 TX 43 75013
City State Zip Code + 4

44 972 908-4378 45 214 383-1134
Phone Number Ext Fax Number

46 douglas.becker@fr.com
E-mail Address of High Cost Program Contact

This page is for Low Income Program participants only.	
For more information about Low Income Support, please refer to: http://www.usac.org/ii/	
Block 7: Low Income Support Financial Institution and Remittance Information [All Fields REQUIRED]	
<i>See instruction Section III.H</i>	
<input type="checkbox"/> Check this box to discontinue use of this SPIN for Low Income Support.	
<small>Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1331-353.</small>	
<input type="checkbox"/> Check this box if this information is the same as the General Contact information (Block 2) and complete lines 57-59.	
47 National Exchange Carrier Association Remittance Company Name, if different from Company Name	
48 First: Elaine	49 Cash Mgr
Middle Initial:	Title
Last: Brock	
60 South Jefferson Rd Remittance Address	
51 Address Line 2	
52 Whippany	54 07981
City	State Zip Code + 4
55 973 884-6419	58 973 599-6574
Phone Number	Ext Fax Number
67 Bank of Americ Remittance Financial Institution for ACH or locked box transfer of funds (required)	
58 [REDACTED]	59 [REDACTED]
Financial Institution Account Number for ACH (required) ACH Financial Institution transit Number - must be nine digits (required)	
60 lowincomepayments@neca.org E-mail Address of Remittance Contact (Required if participating in the Lifeline Program)	
Block 8: Company Contact for Low Income Support	
<i>See instruction Section III.I</i>	
<input checked="" type="checkbox"/> Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 9.	
61 First: Douglas	
Middle Initial: R	62 Manager
Last: Becker	Title
Contact address for Low Income Program <small>(Must be a company employee or designated representative)</small>	
63 805 Central Expressway South Contact Address for Low Income Program	
64 Suite 200 TX1-089 Address Line 2	
66 Allen	67 75013
City	State Zip Code + 4
68 972 808-4376	69 214 383-1134
Phone Number	Ext Fax Number
70 douglas.becker@tr.com E-mail Address of Low Income Program Contact	

This is a Supplemental Page for Participants in the High Cost and Low Income Programs.

Block 9: High Cost and Low Income Study Area/SPIN Association *See Instruction Section B.L.J*

This information will be used to associate the Study Area Codes (SAC) to this SPIN for the purposes of High Cost and Low Income Support.

Check this box if there is no change to the SAC data on file. Check this box if you are changing your organization's SAC data currently on file with USAC.

Study Area Code (SAC)	SAC Company Name	Study Area Type	
205050	VERIZON WEST VIRGINIA INC.	<input type="checkbox"/> Incumbent	<input checked="" type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive
		<input type="checkbox"/> Incumbent	<input type="checkbox"/> Competitive

(Attach additional copies of this page if necessary)

This page is for Rural Health Care Support participants only.	
For more information about Rural Health Care Support, please refer to: http://www.usac.org/rhcsi	
Block 10: Rural Health Care Support Financial Institution and Remittance Information [ALL Fields REQUIRED]	
<i>See Instruction Section III.K</i>	
<input type="checkbox"/> Check this box to discontinue use of this SPIN for Rural Health Care Support.	
<small>Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.</small>	
<input type="checkbox"/> Check this box if this information is the same as the General Contact information (Block 2) and complete lines 61-83.	
71	Frontier West Virginia Inc. Remittance Company Name, if different from Company Name
72	First: Sarah Middle Initial: Last: Knorr Title: Analyst
74	100 CTE Dr Remittance Address
75	Address Line 2
76	Dallas PA 78 18612
79	City State Zip Code + 4 570 631-8023 80 570 631-8026 Phone Number Ext. Fax Number
81	JP Morgan Chase Remittance Financial Institution for ACH or locked box transfer of funds (required)
82	Financial Institution Account Number for ACH (required) 83 ACH Financial institution transit Number - must be nine digits (required)
84	sarah.knorr@fr.com E-mail Address of Remittance Contact (Required if participating in the Rural Health Care Program)
Block 11: Company Contact for Rural Health Care Support	
<i>See Instruction Section III.L</i>	
<input type="checkbox"/> Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 12.	
85	First: Sarah Middle Initial: Last: Knorr Title: Analyst
87	100 CTE Dr Contact Address for Rural Health Care Program
88	Address Line 2
89	Dallas PA 91 18612
92	City State Zip Code + 4 570 631-8023 93 570 631-8026 Phone Number Ext. Fax Number
94	sarah.knorr@fr.com E-mail Address of Rural Health Care Program Contact

This page is for Schools and Libraries Program participants only.			
For more information about the Schools and Libraries Program, please refer to: http://www.usac.org/sli			
Block 12: Schools and Libraries Support Financial Institution and Remittance Information [ALL Fields REQUIRED]			
<i>See Instruction Section III.M</i>			
<input type="checkbox"/> Check this box to discontinue use of this SPIN for Schools and Libraries Support.			
<i>Financial Institution Information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.</i>			
<input type="checkbox"/> Check this box if this information is the same as the General Contact Information (Block 2) and complete lines 105-107.			
95	Frontier West Virginia Inc. Remittance Company Name, if different from Company Name		
96	First: Sarah	Middle Initial:	Last: Knorr
97			Analyst Title
98	100 CTE Dr Remittance Address		
99	Address Line 2		
100	Dallas	101 PA	102 18612
	City	State	Zip Code + 4
103	(570) 631-5023	104 (570) 631-8026	
	Phone Number	Ext	Fax Number
106	JP Morgan Chase Remittance Financial Institution for ACH or locked box transfer of funds (required)		
106	[REDACTED]	107	[REDACTED]
	Financial Institution Account Number for ACH (required)		ACH Financial Institution Transit Number - must be nine digits (required)
Alternative Banking Information for the payment of Billed Entity Applicant Reimbursements			
<input checked="" type="checkbox"/> Check this box if you wish to use the same banking information as listed in lines 105-107.			
108	JP Morgan Chase Remittance Financial Institution for ACH or locked box transfer of funds (required)		
109	[REDACTED]	110	[REDACTED]
	Financial Institution Account Number for ACH (required)		ACH Financial Institution Transit Number - must be nine digits (required)
111	erats.administration@fr.com E-mail Address of Remittance Contact (Required if participating in the Schools and Libraries Program)		
Block 13: Company Contact for Schools and Libraries Support			
<i>See Instruction Section III.N</i>			
<input type="checkbox"/> Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 14.			
112	First: Sarah	Middle Initial:	Last: Knorr
	Contact Name for Schools and Libraries Program <i>(Must be a company employee or designated representative)</i>		113 Analyst Title
114	100 CTE Dr Contact Address for Schools and Libraries Program		
115	Address Line 2		
116	Dallas	117 PA	118 18612
	City	State	Zip Code + 4
119	(570) 631-5023	120 (570) 631-8026	
	Phone Number	Ext	Fax Number
121	sarah.knorr@fr.com E-mail Address of Schools and Libraries Program Contact		

Block 14: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations For Rural Healthcare Participants *See Instruction Section III.C*

The following information pertains only to telecommunications companies participating in the Rural Health Care Program. In accordance with FCC rule section 54.679 regarding Rural Health Care payments, a telecommunications company may choose to offset its payment against its Federal universal service contribution. A telecommunications company must have an FCC Form 499 Filer ID number in order to offset its Rural Health Care Program payments against its Federal universal service contribution. In order to obtain an FCC Form 499 Filer ID number, visit <http://www.usac.org/con/fools/forms/default.aspx> and select FCC Form 499. You do not need an FCC Form 499 Filer ID in order to be issued a SPIN.

122 Yes, I want my Rural Health Care Program disbursement payments to be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The Default is "No."

Block 15: Certification to Assist Health Care Providers *See Instruction Section III.P*

In accordance with FCC rule section 54.640(b), service providers participating in the Healthcare Connect must certify, as a condition of receiving support, that they will provide to health care providers, on a timely basis, all information and documents regarding supported equipment, facilities, or services that are necessary for the health care provider to submit required forms or respond to FCC or USAC inquiries. USAC may withhold disbursements to the service provider if the service provider, after written notice from USAC, fails to comply with this requirement.

123 I certify, as a condition of receiving support under the Healthcare Connect Fund, that the above-named service provider will provide to health care providers, on a timely basis, all information and documents regarding the supported equipment, facility(ies), or service(s) that are necessary for the health care provider to submit required forms or respond to FCC or USAC inquiries.

Block 16: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations For Schools and Libraries Participants *See Instruction Section III.Q*

The following information pertains only to telecommunications companies participating in the Schools and Libraries Program. In accordance with FCC rule section 54.515 regarding Schools and Libraries Program payments, a telecommunications company may choose to offset its Schools and Libraries Program payment against its Federal universal service contribution. A telecommunications company must have an FCC Form 499 Filer ID number in order to offset its Schools and Libraries payments against its Federal universal service contribution. In order to obtain an FCC Form 499 Filer ID number, visit <http://www.usac.org/con/fools/forms/default.aspx> and select FCC Form 499. You do not need an FCC Form 499 Filer ID in order to be issued a SPIN.


124 Yes, I want my Schools and Libraries Program disbursement payments to be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The Default is "No."

Service Identification

Block 17: Principal Communications Types [REQUIRED Field] *See Instruction Section III.R*

Select up to 5 boxes that best describe the reporting entity. Enter numbers starting with "1" to show the order of importance -- see instructions.

<input type="checkbox"/> Audio Bridging Provider	<input type="checkbox"/> Interconnected VoIP
<input type="checkbox"/> Coaxial Cable	<input type="checkbox"/> Paging and Messaging
<input type="checkbox"/> Non-Interconnected VoIP	<input type="checkbox"/> SMR (Dispatch)
<input type="checkbox"/> Private Service Provider	<input type="checkbox"/> Shared-Tenant Service Provider
<input type="checkbox"/> Toll Reseller	<input type="checkbox"/> Cellular/PCS/SMR
<input checked="" type="checkbox"/> Incumbent LEC	<input type="checkbox"/> Interexchange Carrier
<input type="checkbox"/> Operator Service Provider	<input type="checkbox"/> Payphone Service Provider
<input type="checkbox"/> Satellite Service Provider	<input type="checkbox"/> Local Reseller
<input type="checkbox"/> Wireless Data	<input type="checkbox"/> Internet Service Provider
<input type="checkbox"/> CAP/LEC	<input type="checkbox"/> Non-Traditional Provider (NTP)

Officer Certification	
Block 18: Authorized Contact Signature [All Fields REQUIRED]	
<i>See Instruction Section III.S</i>	
I certify that I am an officer of the above-named service provider, that I am authorized to submit this FCC Form 498 on behalf of the above named service provider, and that to the best of my knowledge, the data set forth in this form is true, accurate, and complete.	
Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, as amended, 47 U.S.C. Secs. 220(e), 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.	
Company Officer Information	Check this box if this information is the same as the General Contact information (Block 2)
 Signature of the Company Officer	10/18/2013 Date
First: Jessica Middle Initial: C Last: Matushek	
Printed Name	
Director	jessica.matushek@ftr.com
Title	E-mail address

Notice: The Federal Communications Commission (the Commission) has designated the Universal Service Administrative Company (USAC) as administrator of Federal universal service. One of the functions of USAC is to provide a mechanism for the billing, collection, and disbursement of funds for the various Federal universal service programs. In an effort to implement these requirements and obligations, the Commission has adopted this collection of information. Pursuant to the Commission rules, 47 C.F.R. §§ 54.301, 54.303, 54.307, 54.309, 54.311, 54.407, 54.413, 54.516, 54.811, 54.702, 54.802, and 54.902, USAC must obtain information relating to service provider name and address, telephone number, Federal employee identification number, contact names and telephone numbers, and billing and collection information. Each service provider receiving Federal universal service support from the High Cost, Low Income, Rural Health Care, or Schools and Libraries Programs, should complete the FCC Form 498. USAC will use the information in administering the billing, collections, and disbursement operations of the Federal universal service programs.

Reminder: You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid Office of Management and Budget (OMB) control number. This collection has been assigned an OMB control number of 3090-0824.

The Commission is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide for the Federal universal service billing, collections, and disbursement purposes. If we believe there may be a violation or a potential violation of a state or Federal statute, or of a Commission regulation, rule, or order, your form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation, or order. In certain cases, the information in your application may be disclosed to the Department of Justice, a court, or adjudicative body when (a) the Commission, or (b) any employee of the Commission, or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form, or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies, and/or your employer to offset your salary, IRS tax refund, or other payments to collect that debt. The Commission may also provide the information to these agencies through the matching of computer records where authorized.

If you do not provide the information we request on the form, the Commission may delay processing of your application, or may retain your application without action.

This Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. 3501 et seq. We have estimated that each response to this collection of information will take, on average, 1.5 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form for response. If you have any comments on this estimate, or how we can improve the collections and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Washington, D.C. 20534, Paperwork Reduction Project (3090-0824). We will also accept your comments via Internet if you send them to PRA@fcc.gov. Please DO NOT SEND COMPLETED DATA COLLECTION FORMS TO THIS ADDRESS.

Mail this signed form to:

USAC Customer Operations, Forms Processing
2000 L Street, N.W., Suite 200
Attn: FCC Form 498
Washington, DC 20036

Questions?

See the FCC Form 498 instructions found at <http://usac.org/phoenix/forms.aspx>

Use this form for:

- New application for a Service Provider Identification Number
- Revision to existing Service Provider data currently on file with USAC
- Merger or Consolidation of Existing Service Provider Identification Number (Additional documentation is required, please see page 2 of the instructions)
- Deactivation of a Service Provider Identification Number (Please see page 2 of the instructions)



Sample Invoice

FROM: FRONTIER WEST VIRGINIA, INC.
FRONTIER COMMUNICATIONS CORP
WHOLESALE LOCKBOX 639459
5050 KINGSLEY DRIVE
CINCINNATI, OH 45227

BILL NO 5050Z519S3
INVOICE NO 5050Z519-S-19010
BILL DATE JAN 10, 2019
ACNA ZWV PAGE 1

TO: WV LIBRARY COMMISSION
PO BOX 50110
CHARLESTON, WV 25305

NOTICE : NOT FOR DISCLOSURE
WITHOUT PERMISSION
OF ADDRESSOR.

BILLING INQUIRIES
CALL: (512) 330-0810
PAYMENT INQUIRIES
CALL: (512) 330-0810

FOR TELCO USE: ICSC OFC CZ05
E-MAIL: FRONTIER@CSSCABS.COM
E-MAIL:

MPB
FACILITY ACCESS SERVICE

TOTAL

*** BALANCE DUE INFORMATION ***

TOTAL AMOUNT OF LAST BILL 44,387.35
PAYMENTS APPLIED - SEE DETAIL 4,423.34
TOTAL BALANCE DUE 48,810.69

*** DETAIL OF CURRENT CHARGES ***

MONTHLY ACCESS CHARGES - SEE DETAIL
FROM JAN 10 THRU FEB 9 385.00
INTRASTATE 385.00
TOTAL CURRENT CHARGES * DUE BY FEB 11 * 385.00

TOTAL AMOUNT DUE 49,195.69

FROM: FRONTIER WEST VIRGINIA, INC. BILL NO 5050Z519S3



FRONTIER COMMUNICATIONS CORP
WHOLESALE LOCKBOX 639459
5050 KINGSLEY DRIVE
CINCINNATI, OH 45227

INVOICE NO 5050Z519-S-19010
BILL DATE JAN 10, 2019
ACNA ZWV PAGE 2

TO: WV LIBRARY COMMISSION
PO BOX 50110
CHARLESTON, WV 25305

NOTICE : NOT FOR DISCLOSURE
WITHOUT PERMISSION
OF ADDRESSOR.

BILLING INQUIRIES FOR TELCO USE: ICSC OFC CZ05
CALL: (512) 330-0810 E-MAIL: FRONTIER@CSSCABS.COM
PAYMENT INQUIRIES
CALL: (512) 330-0810 E-MAIL:

MPB
FACILITY ACCESS SERVICE

*** ADDITIONAL MESSAGES ***

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOUR ACCESS SERVICE. WE APPRECIATE YOUR BUSINESS. IF ANY QUESTIONS ARISE REGARDING YOUR SERVICE OR BILL, PLEASE CONTACT ACCESS BILLING AT 512-330-0810 OR FRONTIER@CSSCABS.COM.

PLEASE NOTE OUR NEW REMITTANCE ADDRESSES:
FOR REGULAR MAIL: FOR COURIER DELIVERY:
FRONTIER COMMUNICATIONS CORP FRONTIER COMMUNICATIONS CORP
P.O. BOX 639459 FIFTH THIRD BANK
CINCINNATI, OH 45263-9459 WHOLESALE LOCKBOX 639459
5050 KINGSLEY DRIVE
CINCINNATI, OH 45227

FROM: FRONTIER WEST VIRGINIA, INC. BILL NO 5050Z519S3
INVOICE NO 5050Z519-S-19010
TO: WV LIBRARY COMMISSION BILL DATE JAN 10, 2019
ACNA ZWV PAGE 3

*** SUMMARY OF ACCESS CHARGES ***

TOTAL

MONTHLY ACCESS CHARGES - SEE DETAIL
FROM JAN 10 THRU FEB 9 385.00
SPECIAL ACCESS
INTRASTATE 385.00

FROM: FRONTIER WEST VIRGINIA, INC. BILL NO 5050Z519S3
INVOICE NO 5050Z519-S-19010



TO: WV LIBRARY COMMISSION BILL DATE JAN 10, 2019
ACNA ZWV PAGE 4

FACILITY ACCESS SERVICE

WEST VIRGINIA - 9214 FRONTIER OF WV

*** DETAIL OF CURRENT CHARGES ***

MONTHLY ACCESS CHARGES - SEE DETAIL
FROM JAN 10 THRU FEB 9 385.00
SPECIAL ACCESS
INTRASTATE 385.00

TOTAL CURRENT CHARGES * DUE BY FEB 11 * 385.00

FROM: FRONTIER WEST VIRGINIA, INC. BILL NO 5050Z519S3
INVOICE NO 5050Z519-S-19010
TO: WV LIBRARY COMMISSION BILL DATE JAN 10, 2019
ACNA ZWV PAGE 5

*** DETAIL OF PAYMENTS APPLIED ***

INVOICE NO 5050Z519-S-18314
DEC 20 2018 PAYMENT APPLIED - THANK YOU
CHECK #: WIRE 4,423.34

TOTAL PAYMENTS APPLIED 4,423.34

FROM: FRONTIER WEST VIRGINIA, INC. BILL NO 5050Z519S3
INVOICE NO 5050Z519-S-19010
TO: WV LIBRARY COMMISSION BILL DATE JAN 10, 2019
ACNA ZWV PAGE 6

*** DETAIL OF BALANCE DUE ***

INVOICE NO 5050Z519-S-16254
PREVIOUS BALANCE 80.24
BALANCE DUE 80.24

INVOICE NO 5050Z519-S-16284



PREVIOUS BALANCE	48,870.00

BALANCE DUE	48,870.00
INVOICE NO 5050Z519-S-18283	
PREVIOUS BALANCE	524.55CR

BALANCE DUE	524.55CR
INVOICE NO 5050Z519-S-18314	
PREVIOUS BALANCE	4,423.34CR
PAYMENTS APPLIED	4,423.34

BALANCE DUE00
INVOICE NO 5050Z519-S-18344	
PREVIOUS BALANCE	385.00

BALANCE DUE	385.00
TOTAL BALANCE DUE	48,810.69

FROM: FRONTIER WEST VIRGINIA, INC. BILL NO 5050Z519S3
 INVOICE NO 5050Z519-S-19010
 TO: WV LIBRARY COMMISSION BILL DATE JAN 10, 2019
 ACNA ZWV PAGE 7

 *** FACILITY ACCESS CIRCUIT LISTING ***
 THE FOLLOWING CIRCUITS ARE INCLUDED IN THE MONTHLY ACCESS CHARGES
 CIRCUIT IDENTIFICATION AMOUNT MPB

NON HIGH CAPACITY	
CLS 50.KDGS.565250. .FVNC.	Y
CKR 50.KDGS.565250. .FVNC.	
WV - 9214	
INTRASTATE/INTRALATA	385.00
CLS 50.VLXP.157798. .FVNC.	Y
CKR UNKNOWN	
WV - 9214	
CLS 50.VLXP.971573. .FVNC.	Y
CKR UNKNOWN	
WV - 9214	
WV - EC 9214.	385.00
INTRASTATE	385.00
TOTAL - ALL STATES.	385.00
INTRASTATE	385.00
TOTAL FACILITY CIRCUITS	3

--- LAST PAGE ---



Commercial Customer Support Center

What is the CCSC?

September 2019

<https://frontiercorp1.sharepoint.com/sites/ComSupport/SitePages/Home.aspx>

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CCSC History



When did the CCSC start?

Hmmm....that's a really good question, although the company was founded as Rochester Telephone in 1935we haven't been around well, quite that long.



Previously know as the Commercial Network Operations Center or CNOC, the best those of us who have been with the company awhile can remember is back 40 years or so when the company was solely based out of Rochester, NY.

At that time we serviced only upstate New York and supported plain old telephone service. (POTS)

As technology evolved we later took on the latest and greatest, DSL or Digital Subscriber Line support which we continued to support for many years.

CCSC History



As the industry changed so did we taking on new technologies as they were productized into our offerings and supporting an ever increasing customer base as acquisitions increased the company footprint.

- 2011-2012 – The Rochester center began support for Ethernet circuits
- Verizon acquisition of WV gave us a TDM center in Huntington, WV and a Repair Answer center in Charleston, WV.
- AT&T Connecticut acquisition gave us a TDM center in New Haven, Connecticut.
- 2015 we dropped DSL support to concentrate our efforts on TDM and Ethernet commercial customers.
- Next Verizon acquisition of CTF gave us a TDM/Ethernet center in Tampa, FL, a Ticket Receipt center in St. Petersburg, FL and a VoIP Tier II group in Allen, TX.
- 2018-2020 – We are now moving into support for the next phase of exciting cloud based and Managed Technologies products.



CCSC Centers - NY

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Rochester, NY



Our center in Rochester is located in the joined Plymouth/Fitzhugh central office buildings and is the oldest of the Frontier centers.

This center is the premier Ethernet center for all legacy commercial customers.

- It is staffed with highly trained technicians available 24x7 who perform remote diagnostics and testing.
- Trouble shooting and restoral of circuits for our commercial customers nationwide.

It is also home to the CPE support group who are dedicated solely to our commercial customers with Mitel phone systems, Frontier Anyware or UCaaS systems.

CCSC Centers - CT



City of New Haven
CONNECTICUT



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7 ● ● ●

New Haven, CT




Located in New Haven, CT at 310 Orange St. and just minutes from the Yale campus

- These experienced TDM folks focus on our DS1 lines offering remote diagnostics and testing.
- Trouble shooting and restoral of circuits for our commercial customers nationwide.
- Chronic circuit investigation and repair.



CCSC Centers - WV



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Huntington, WV



Located in Huntington, WV at 1135 6th Ave.

This center also staffed 24x7 with highly trained TDM technicians with decades of experience caring for our commercial circuits.

Besides day to day remote diagnostics and repair of our TDM circuits they track and drive repair on all circuits that do not meet our SLA standards.

Ticket validations are also a part of the daily fare. Calculating what we call "Bureau Time" or the time a ticket is worked in the center. This along with consistent standards and processes help to drive our MTTR/ticket down.



CCSC Centers - FL

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Tampa, FL



Located at 610 N. Morgan, St. in the heart of Tampa, FL is our CTF center.

This center of technicians serves the California, Texas and Florida markets for Ethernet, Premier and TDM services.

- For testing they are staffed with highly trained technicians available 24x7 who perform:
 - Remote diagnostics and testing.
 - Trouble shooting and restoral of circuits for our commercial customers nationwide.
- They also functioning as first level technical assistance for our regional Field Technicians.
- They collaborate with multiple levels of Tier II support necessary to quickly restore our customers to service.



CCSC Centers - TX

Allen, TX



Home to our Tier II VoIP and Managed Technologies group they are located at 805 S. Central Expressway in Allen, TX.

Our team of senior VoIP technicians are located here and handle trouble tickets and calls for all of our commercial VoIP customers.

They provide second level support for the TSO and the Commercial Customer Support Center.

They troubleshoot, test and mitigate any issues our voice customers may experience.

Additionally they interface with vendor support , Tier III support groups and customers driving resolution for our customers from beginning to end.

24/7

Repair Answer Teams

Frontier
COMMUNICATIONS

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15 ● ● ●

Repair Answer Team



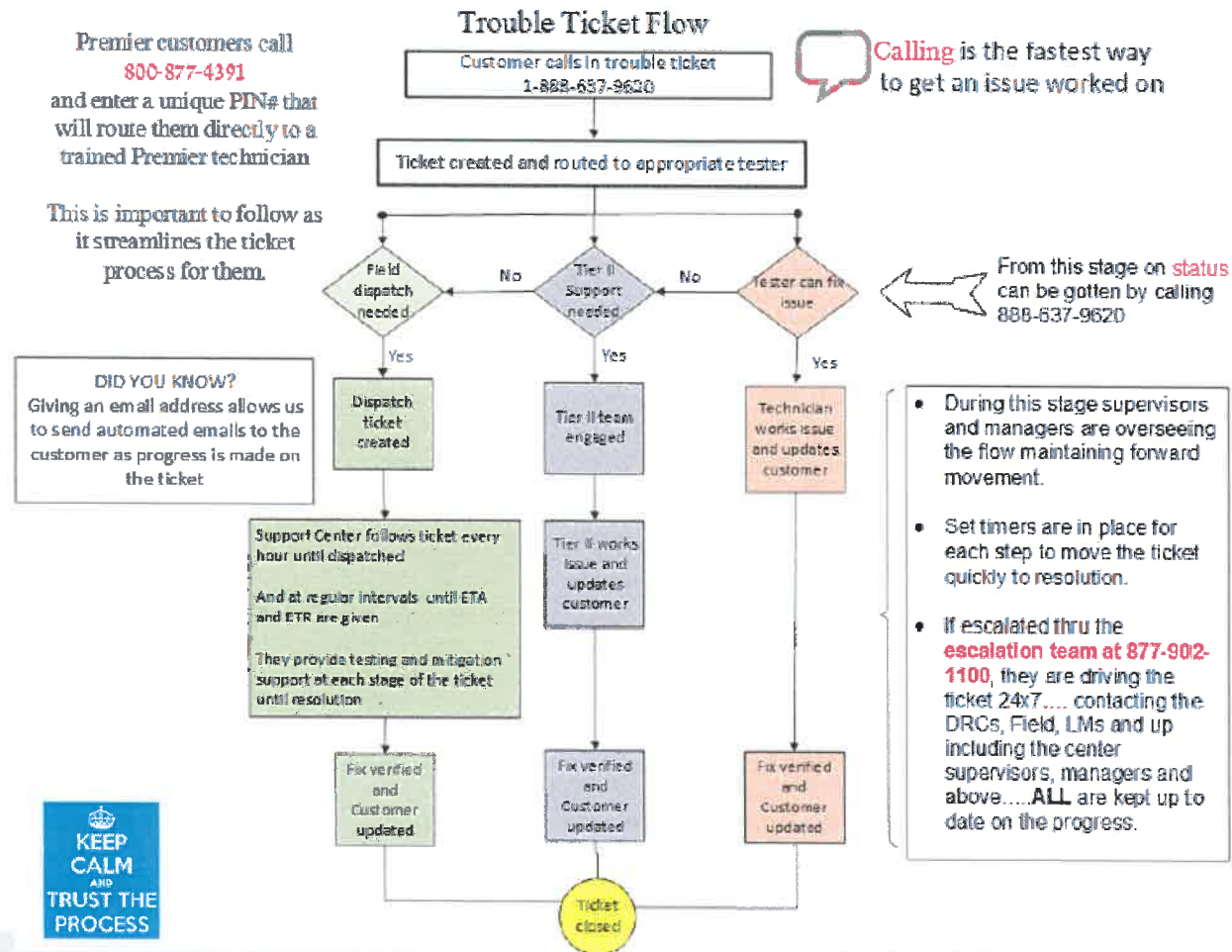
Our Repair Answer teams answer incoming commercial customer calls with requests for ticket entry, status, and escalations on all Hi Cap circuits and Ethernet Products.

They interface with Frontier's external (Partner Carriers) and internal (Dispatch & Field Operations) organizations and their management, to ensure continued forward progress of the trouble ticket.

Located in Rochester, NY, St. Petersburg, FL and Charleston, WV, a subset of our Repair Answer teams at each location is dedicated 24x7 to handling ticket escalations.

- They can provide ticket notes, ETA, ETR information.
- They generate email notifications via the Remedy ticket to all involved informing them of the escalation.
- They follow the ticket, requesting hourly updates.
- They escalate with our partner providers to push for updates and resolution.
- They escalate with the Field Technicians, Dispatch Centers, Local Managers and above.
- They engage and update the CCSC Supervisors, Managers, Director and VP .

Ticket Flow



Statistics



Technicians	
CT.....	25
NY.....	62
FL.....	63
TX.....	8
WV.....	47
Ticket Entry Clerks	
NY.....	20
FL.....	17
WV.....	14

Calls ? Spottfire Marion's report for volume has 690,000+ rows for 2018 but Nadine says her group only took 367,615 in 2018

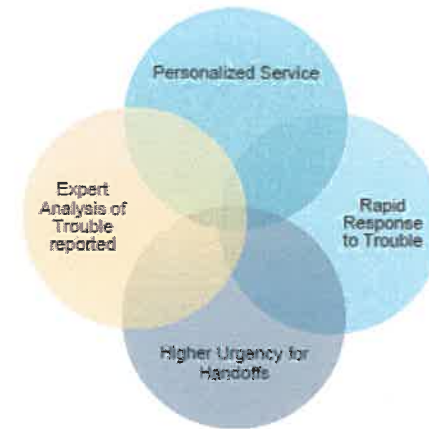
- The centers combined handle over 650,000 calls per year.
- And over 400,000 trouble tickets.

*All numbers as of 9/20/19 and are subject to change

Premier Centers

Customers who bill in excess of 83K/month are given “Premier” status with benefits of:

- The customer’s first interaction will be with an Expert Technician who has the ability to Troubleshoot and Test from the onset of the call.
- Circuit ticketing systems that touch a customer’s account for a repair will be flagged so an immediate action can be taken.
- Monitor progress of repair to avoid extended down time.
- Provide timely status throughout repair process.
- Validate accuracy of all customer records.
- One number for support across all product sets.
- Proactive monitoring of their Metro E circuits.



The CCSC has trained Premier technicians in our NY, WV and FL locations

<https://frontiercorp1.sharepoint.com/sites/ComSupport/prem/SitePages/Home.aspx>

Managed Technologies



As Frontier moves into advanced technologies our group in Allen, TX is ramping up to provide expert support for our commercial customers.

Among others they now support:

Connect Wan (SDWAN) – an overlay solution that allows separate, secure, centralized connections between customer locations regardless of equipment or provider.

Smart Voice – an IP based phone system that gives our small business customers an affordable easy to manage phone solution.

Frontier Cloud Connect – Utilizing the extensive Frontier core and backbone networks we can offer our customers nationwide affordable access to cloud computing with multiple cloud providers such as Amazon or Microsoft.

Training and Certifications

To maintain our level of technical expertise each center has dedicated trainers who develop and deliver on-site, on-demand training both as refreshers on current technologies and products and in depth training on new products we will be supporting.

Each product set and the team supporting that has a training and certification program specific to those efforts.

Group	Focus for certifications
Ethernet	CCNA, MEF
CPE	Full range of Mitel suite of products
Managed Technologies	SDWAN, Firewalls, SIP, VoIP, Cloud Professional

Escalations



Executive Contacts

Name	Location and area of support	Contact Information
Marion Wyand	VP, Network Operations Rochester, NY	585-777-3670 (o) 585-364-9467 (c)
Matt Freeman	Director, Network Operations Huntington, WV	304-526-040 (o) 304-266-5471 (c)
George Madison	Manager, Rochester, NY Ethernet, Rearrange	585-777-9013 (o) 585-512-6989 (c)
Brad Hall	Manager, Huntington, WV (acting) TDM, Chronics, SLA	304-521-0598 (o) 304-942-7926 (c)
Frank Laious	Manager, Tampa, FL CTF Properties*	813-273-2373 (o) 813-597-1989 (c)
Wittie Gladney	Manager, Rochester, NY VoIP/CFE/all hosted products	585-777-7260 (o) 585-737-8395 (c)
Nadine Justice	Sr. Manager, Rochester, NY Repair Answer	585-423-1813 (o) 585-423-1818 (c)
Sandy Turner	Manager, Rochester, NY Strategy and Analytics/UAT	585-777-5005 (o) 585-704-0653 (c)

* CTF = acquired properties in California, Texas and Florida

Supervisor On Call Numbers:
 CTF 1-813-273-2152
 Legacy 1-585-777-5042
 Repair Answer 1-585-777-9565

Ticket Escalation line - manned 24x7, 1-877-607-1100

<https://frontiercorp1.sharepoint.com/sites/ComSupport/EC/SitePages/Home.aspx>

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Escalations



Standard escalations:

- A trouble ticket can be escalated by calling 1-877-902-1100.
- Provide the trouble ticket number and any updated information.
- Every escalation sends an automated email to the appropriate person or group notifying them of the escalation request.
- Groups would include testers, field technicians, dispatchers, managers, on up to VP level depending on the level of escalation.
- The escalation line is staffed 24x7 and is the fastest way to escalate a ticket and ensure all the right people are engaged.

<https://frontiercorp1.sharepoint.com/sites/ComSupport/EC/SitePages/Home.aspx>

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Outages

Single Customer Outage:

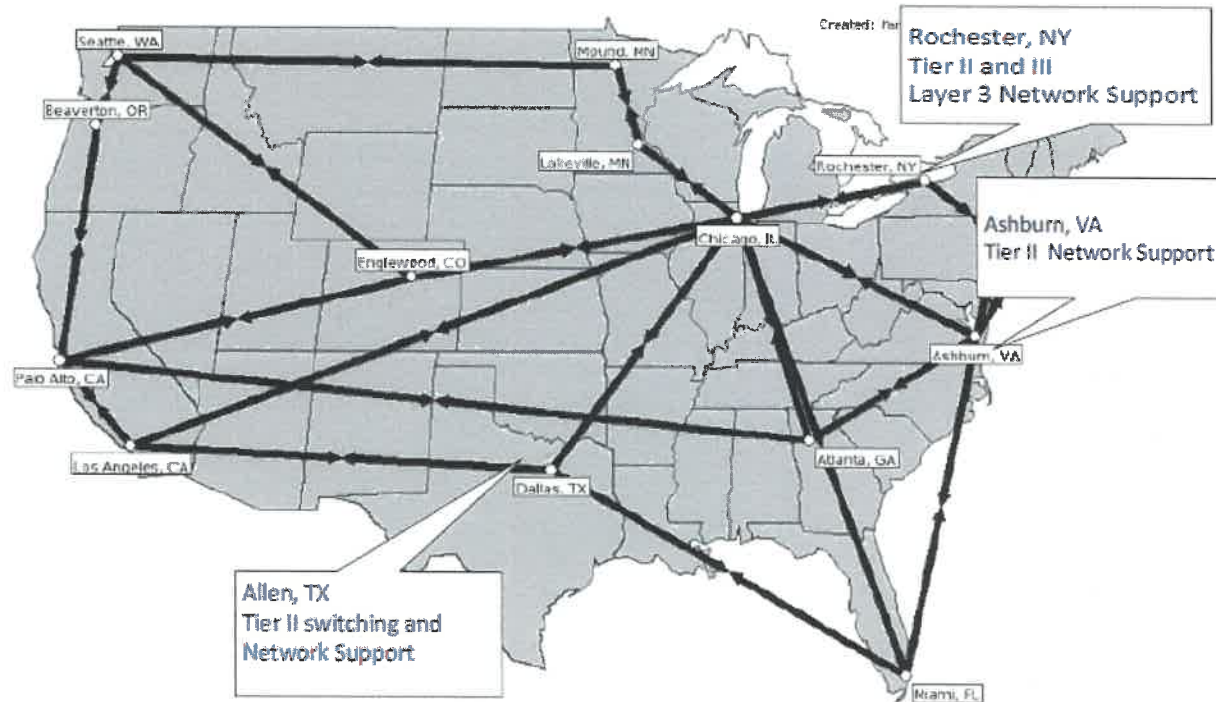
- Remedy trouble tickets submitted by the customer are categorized by the type of trouble reported and the product type. These can range anywhere from an informational request, slow speeds, no dial tone on up to a circuit down.

Large Outages:

- Outages affecting multiple customers are managed by the Incident Management Team and can be viewed in Matrix 5. <https://matrix5.ftr.com/>
- Single customer tickets that are part of a larger outage will become grouped under a parent ticket so all information and notifications are consistent across all tickets.
- Incidents are classified by a severity level 0-5. The parameters for those can be found here: https://matrix5.ftr.com/emailTemplate/view/Matrix_Severity_Level_Table

Tier II Support

Available 24x7 to the CCSC for trouble assistance if needed are several Tier II groups.



Frontier Backbone Map

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Tier II Support



Our Tier II groups started like the CCSC in Rochester, NY working along side of the technicians there. Their growth mirrored ours and with each new acquisition expanded their locations, work force and expertise.

NOC –IMT/Surveillance - 24x7

- Remote diagnostic testing and troubleshooting for all alarm conditions that indicate a Major Service Interruption (MSI), simplex condition or abnormality.
- Monitor and react to network equipment alarms.
- When remote restoral is not possible, the Tier I team engages NOC supervisors, Dispatch Centers, Tier II, and local resources to minimize MSI durations.
- Frontier Management Network IP Tier I surveillance and support.
- Perform initial FCC notifications.
- Perform Change Management Check In/Out process.



Tier II Support



NOC – Tier II – 24x7

- Tier II Support Team(s) provide advanced technical assistance for the Tier I, Engineering, and Field Technicians.
- Tier II provides near vendor level support within Frontier for all Voice, Data, Transport and Video Equipment.
- Tier II analyze hardware and software faults and develop required corrective action plans for any network abnormality/ major service interruptions (MSI's).

NOC – Advanced IP Services – 24x7

- The focus of the Advanced IP Services Team (AIPS) is to improve network availability and decrease mean time to repair (MTTR) for issues throughout Frontier's nationwide network.
- Team members are to be considered subject matter experts supporting services layered over the access and backhaul networks.
- They support unique and complex service issues related to their area of expertise including: Metro Ethernet, Video and VoIP.

Do's and Don'ts

What we do provide

- Ticket creation.
- Testing and remediation of commercial circuit or VoIP issues.
- Ticket escalations.
- Monitoring of Ethernet circuits. *
- Circuit utilization charting *
- Root Cause Analysis for Ethernet outages. *

What we can't do.....yet

- Send customer notifications for planned maintenance work
- Monitor all circuits
- Provide a customer portal

- To obtain utilization reports other than for Premier customer circuits they must be submitted internally for monitoring via this form: <https://intranet.ftr.com/Self-Service/Form-view?form=Netcool-Ethernet-Request>. This form is also use to submit a circuit for proactive monitoring.
- For an Ethernet RCA please email this distro, CCSC.Outage.Analysis@ftr.com. Requests are accepted internally only.



This Frontier Services Agreement ("FSA") is effective as of _____, 20____, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Fill in Customer's legal name here, whose primary address is Fill in Customer's full address here w/city, state, zip ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

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

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

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

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

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

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

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

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

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

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

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal

terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

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

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

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

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

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is

notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

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

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

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

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

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

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not

limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

7. Confidentiality

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

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

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

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

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having

jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

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

9. Force Majeure

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

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

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

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

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation



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

15. Governing Law

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

16. No Waiver

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

17. Severability

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

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial

overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

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

20. Dispute Resolution

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

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.	<Insert Customer's Name>
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Contractual Notice: Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice: Attn:



ETHERNET INTERNET ACCESS (EIA) SCHEDULE

Frontier Confidential

This is Schedule Number _____ to the Frontier Services Agreement dated Select Month _____, 20____ ("FSA") by and between insert customer name ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____ Schedule Date: _____ Select Month _____, 20____
 Schedule Type/Purpose: Select _____ Service Term: _____ Select _____

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps) Mbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps) Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps) Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Mbps	\$	\$
Subtotal:			\$	\$

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$	\$

1. Service Description.

a. **Ethernet Internet Access** is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Service Router** Frontier will configure the Service Router based on a basic implementation configuration, consisting of an IP assignment and Host Name allocation. Frontier will work to isolate and determine the source and severity of the problems, upon request. If a problem is identified within the Service Router, Frontier and Customer will cooperate to restore the Service Router to operational condition through the use of SmartNet. Frontier has no responsibility with respect to: (i) electrical work external to the Service Router, including but not limited to power or back-up power to or from the Service Router; (ii) Service Router failures caused by factors not related to the Service Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Service Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Service Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Service Router which fails to conform to manufacturer or Frontier specifications.

2. **Customer Service Router Choice.** Customer is acquiring the Frontier provided Service Router per the terms and conditions as set forth in Exhibit 2, attached hereto and incorporated herein. If, however, Customer has chosen to acquire a service router on their own, then the words "Customer DOES NOT request Frontier Service Router" appear at the end of this Section 2 and the service router will not be provided by Frontier. Customer WANTS Frontier Service Router

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3. **Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

4. **Obligations of Customer:** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

5. **Internet Acceptable Use Policy and Security:** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. **Service Level Agreement:** The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Insert Customer Full Legal Name

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____



EXHIBIT 1

Service Level Agreement

This Ethernet Internet Access Service Level A Agreement ("SLA") applies to an Ethernet internet Access (EIA) Schedule, executed by and between Insert Customer Name ("Customer") and Frontier Communications of America, Inc. ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or EIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in Table 1B, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When EIA Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.



ETHERNET INTERNET ACCESS (EIA) SCHEDULE

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- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - D. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Exhibit 2
Service Router

Service Location	Service/Address	Service Router	Qty	NRC	MRC
A	street, city, state, zip	Router: select		\$	\$
B	street, city, state, zip	Router: select		\$	\$
C	street, city, state, zip	Router: select		\$	\$
D	street, city, state, zip	Router: select		\$	\$
E	street, city, state, zip	Router: select		\$	\$

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Service Description.** Service Router consists of the following:
 - A. **Configuration.** Frontier will configure the Service Router based upon a minimum of basic operational necessities such as LAN/WAN interface and or IP assignment, host naming convention, as well as an introductory password.
 - B. **Router Repair/Replacement.** Frontier will provide customer the ability to return and or replace a Router that is no longer operating in the manner it was originally received through the following inclusive Cisco SmartNet Total Care package. In the event assistance is required in identifying a malfunctioning router, as well as facilitate the replacement of the same, the Cisco SmartNet Total Care package provides access to online trouble shooting tools as well as direct access to a Cisco certified technical expert. This support is available 365/24/7 and provides an additional layer of support and remedy with this device.
2. **Exclusions.** Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.
3. **Equipment or Software Not Provided by Frontier.**
 - A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
 - B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
4. Customer agrees that the Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.



This E-Rate Rider applies to the Frontier Services Agreement dated Select Month , 20 ("FSA") and Service Schedules executed pursuant thereto (the FSA and Service Schedules collectively the "Agreement") by and between Insert customer name ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"), and is effective as of the date of the last signature below ("Effective Date").

This E-Rate Rider covers only the Schedules and Services for which Customer seeks E-Rate reimbursement for the E-Rate funding year July 1, 2020 through June 30, 2021. Such Services are listed in Exhibit 1, attached hereto and incorporated herein by this reference.

The terms and conditions of this E-Rate Rider replaces the E-Rate Rider between the parties for funding year July 1, 2019 to June 30, 2020, if any.

If there are any inconsistencies between the Agreement and this E-Rate Rider, with respect to the Services for which E-Rate funding is sought the terms and conditions of this E-Rate Rider shall control.

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program.

The Parties further agree:

- 1. Reimbursement of USAC/SLD.** If USAC/SLD seeks reimbursement from Frontier of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules and regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible for funds must be returned (other than as the result of Frontier's failure to comply with the E-Rate requirements), then Customer shall reimburse Frontier for any such funds within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, default and early termination fees.
- 2. Eligibility of Services.** The determination of eligibility or ineligibility of Services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. Frontier makes no representations or warranties regarding such eligibility.
- 3. Service Substitutions.** Customer acknowledges the USAC/SLD funding commitments are based upon the Services and locations set forth in the Form 471 and that any modifications to the Services and/or the locations at which the Services are to be installed and/or provided, requires Customer to file a Service substitution with the USAC/SLD, seeking permission to receive alternative Service or receive the Service to an alternative location. If Customer intends to make any such Service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. Frontier will provide Services only as approved by the SLD and may suspend activities pending approval of Service substitution requests.
- 4. Requested Information.** If requested by Frontier, Customer will promptly provide Frontier with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
- 5. Non-Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of the Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Service Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this E-Rate Rider, Customer may terminate the Services without liability for the cancellation charges under the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Frontier to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide Frontier thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise

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made available. If Customer terminates the Services in accordance with this provision, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will pay Frontier all applicable cancellation charges if it contracts with any other provider for the same or substantially similar Services during the Service Term.

6. **Customer-Designated Funding Commitment.** Customer must choose option A or B below. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES FRONTIER TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) E-RATE RIDER, AND SELECT OPTION A. Upon execution of the Replacement E-Rate Rider, the Parties will mutually agree upon a Service Commencement Date.

OPTION A [available for new or existing Services]

Customer directs Frontier to commence or continue Services even if a funding commitment decision letter ("FCDL") has not been received from USAC/SLD. Customer acknowledges and accepts its obligation to pay for the Service if funding is denied or USAC/SLD commitment is not received.

- i. **Scope:** Customer desires the Services commence on or about <insert date if Option A is selected>. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- ii. **Funding Denial Agreement Termination:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES RELATED TO THIS E-RATE RIDER IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer shall refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible Services delivered after the beginning of the E-Rate year (July 1st) but before receipt of the FCDL.

OPTION B [appropriate for new Services]

Services will not commence until Frontier receives notification that E-Rate funds have been committed. If E-Rate funding for Services is denied, the Agreement will terminate as to those Services unless and until a new E-Rate rider (replacing this E-Rate Rider) is executed with respect to such Services and Customer elects Option A.

- i. **Scope:** Customer agrees to exercise best efforts to obtain funding from the USAC/SLD. Frontier will not begin work related to the Services (including, without limitation, construction, installation or activation activities) until after Frontier receives (a) Customer's notification to proceed and verification of funding approval, and (b) for internal connections, a verification of Form 486 approval by the USAC/SLD. Frontier will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- ii. **Funding Denial Agreement Termination:** If a funding request is denied by the USAC/SLD, the Service Schedule, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year Agreement (whether by contract or tariff), this termination right applies only to the first year of the multi-year Agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by the USAC/SLD after commencement of Services.

7. **E-Rate Discount Designation.** Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Applications Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to Frontier complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC invoice deadline date for the Funding Request Number(s) ("FRN") being submitted on the Form 472. Upon receipt of the USAC/SLD check in the amount of the certified Form 472, Frontier will remit payment to Customer



within twenty (20) business days after receipt of the payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Frontier Invoice – ("SPI") – Form 474:

After Frontier has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, Frontier will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any Frontier or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event USAC/SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by Frontier associated with this process.

8. Service Substitution Criteria.

A service substitution is a change in the products and/or services specified in the FCC Form 471 (Description of Services Ordered and Certification Form). In certain limited circumstances, applicants or service providers may request and be approved for service substitutions. In addition, service providers or equipment manufacturers may submit a "global" service substitution if, for example, they want to replace a discontinued product with a new product across all funding requests. The certifications and representations made in the original FCC Form 471 application apply to the service substitution request. False statements on a service substitution request carry the same penalties as those indicated in the FCC Form 471 certifications. Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. Applicants who file service substitution requests must comply with the deadlines for the certifying the FCC Form 486 (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form).

Service or product substitutions must meet the following conditions as specified in the Federal Communications Commission (FCC) rules:

- a. The substituted services or products have the same functionality as the services or products contained in the original proposal.
- b. The substitution does not violate any contract provisions or any state or local procurement laws.
- c. The substitution does not result in an increase in the percentage of ineligible services or functions.
- d. The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFPs), for the original products and/or services.

If a service substitution results in a change in the pre-discount price for the supported service, Schools and Libraries (E-rate) Program funding will be based on either the pre-discount price of the product or service for which support was originally requested or the pre-discount price of the new, substituted product or service, whichever is lower.

9. Multi-Year Contracts for Newly-Eligible Services.

If the original FCC Form 470 or RFP did not include the newly-eligible services, the applicant will be required to post a new FCC Form 470 for those services.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT ANY OTHER APPLICABLE REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

Frontier Communications of America, Inc.	<Insert Customer's Name>
Frontier's Signature:	Customer's Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

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E-RATE RIDER
FRONTIER CONFIDENTIAL

Exhibit 1
E-Rate Services
Insert E-Rate Services Here

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Customized Solution Presented By:

Chad Stepp

Enterprise Account Executive

Frontier Communications®

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*Isn't it time your business
was Custom(er) Fit?*