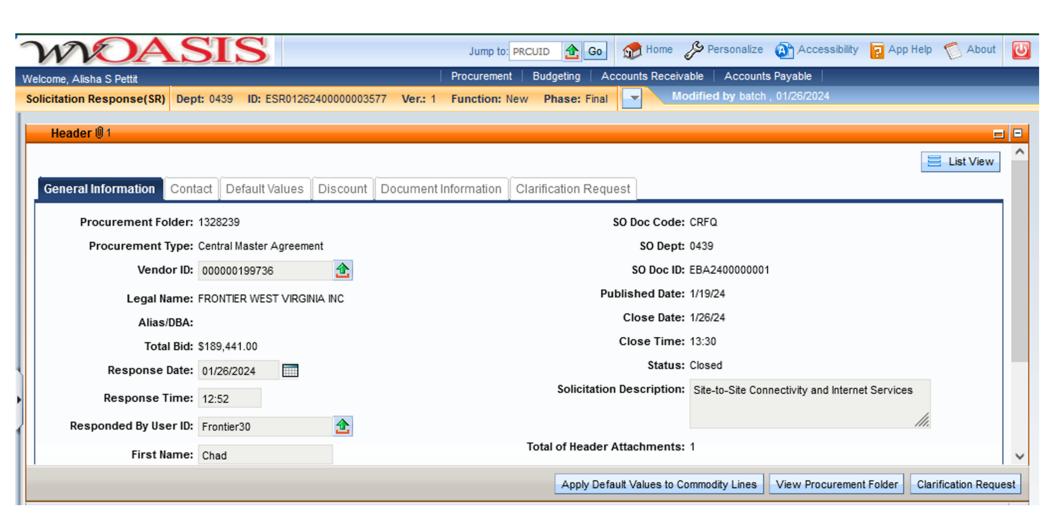
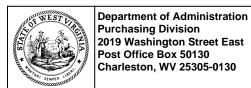


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder:

1328239

Solicitation Description:

Site-to-Site Connectivity and Internet Services

Proc Type:

Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-01-26 13:30	SR 0439 ESR01262400000003577	1

VENDOR

000000199736

FRONTIER WEST VIRGINIA INC

Solicitation Number: CRFQ 0439 EBA2400000001

Total Bid: 189441 **Response Date:** 2024-01-26 **Response Time:** 12:52:09

Comments:

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell 304-558-2063 larry.d.mcdonnell@wv.gov

arry.a.modermen @ wv.gev

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Jan 26, 2024
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

400444.00	L	Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1 site-to-site connectivity and Internet services 189441.00	1	1	site-to-site connectivity and Internet services				189441.00

Comm Code	Manufacturer	Specification	Model #	
81112100				

Commodity Line Comments: The total entered above as the "Contract Amount" is the "Annual Bid Cash Cost ***** in our bid response. See attachment for details.

Extended Description:

See attached specifications for further details.



Frontier Response to State of West Virginia – Department of Administration



To:

State of West Virginia - Department of Administration Purchasing Division 2019 Washington Street E Charleston WV 25305 Larry D. McDonnell larry.d.mcdonnell@wv.gov (304) 558-2063

From:

Frontier Communications Frontier West Virginia Inc. 401 Merritt 7 Norwalk, CT 06851 SPIN: 143001432 January 22, 2024

Customized Solution By:

Chad Stepp
Account Executive, Enterprise Sr.
(304) 410–5659
chad.stepp@ftr.com



Cover Letter

January 22, 2024

State of West Virginia - Department of Administration Purchasing Division 2019 Washington Street E
Charleston WV 25305

To Mr. Larry D. McDonnell,

We are pleased to present this proposal to the State of West Virginia's Department of Administration Purchasing Division in response to your RFP.

Frontier is a leading provider of communications services focused on bringing your people and networks together. We have a rich heritage with nearly 90 years in the communications industry and a force of solutions for all your communications needs. The strengths of our company and proposal include:

Local and National presence, as Frontier brings a blend of national strength and local expertise. We deliver proven solutions across the US, built specifically for the client and area, accompanied by national, 24/7/365 support.

Dedicated Support from your Frontier team specifically assigned to the State of West Virginia's Department of Administration Purchasing Division. Whether you need technical support, more services from Frontier, or anything else, you will have a familiar face handling your case.

Devoted Partnership from Frontier as we hope to build an ongoing relationship with the State of West Virginia to further understand and serve your needs.

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

Sincerely,

Chad Stepp

Chad Stepp Account Executive, Enterprise Sr.



Table of Contents

Cover Letter	2
Table of Contents	3
Executive Summary	4
Frontier in West Virginia	6
Response to RFP	7
Pricing	18
Signed Forms	20
Clarifications and Exceptions	24
Ethernet Service Level Agreement	28
Experience	29
Sample Frontier Services Agreement	30
Sample Schedule - E-Line	35
Sample Schedule - E-LAN	42
Sample Schedule - DIA	47
Disclaimers and Notices	51
Back Page	52



Executive Summary

The State of West Virginia is facing greater needs for connection and communication than ever, yet managing connectivity safely is becoming more difficult. The work of government is increasingly defined by connectivity, from offering public services to supporting the internet-intensive responsibilities of vital staff, but with the increased reliance on the internet come new challenges of managing those connections while keeping data and users safe. Frontier proposes our Ethernet Private Line (EPL) as a solution to the needs and challenges posed by the State's Department of Administration RFP by providing the security of a private connection linking your locations.



Frontier understands the challenges faced by the State of West Virginia and have built this proposal not just to respond to the needs of today, but with an eye to the future. West Virginia needs the best connectivity to grow and succeed, and finding a long-term partner like Frontier will help navigate this future.

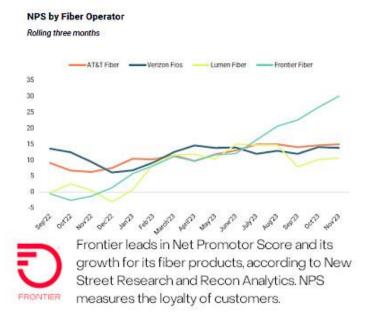
The EPL package we have designed for West Virginia will connect your locations through a high-speed, private, secure, and dependable line. This private network will enable light-speed transmission of data between locations, allow for internet monitoring for security, and create an integrated experience for all users, both visitors and staff. Government organizations around the US rely on Frontier not just to provide internet access, but for our expertise in managed solutions that make the most out of that access, such as our Managed Wireless Local Area Network and Voice over IP Telephone packages. Ethernet packages specifically help systems like yours to





maximize the potential and cost savings of these services with no loss in security, speed, or efficiency. Our mission is to serve those who serve.

Since our beginning in 1935,
Frontier has endeavored to
connect America with technology.
We believe in the potential of an
inclusive digital society to
empower us all. So, just as when we
installed phone lines to rural areas
other companies would not service,



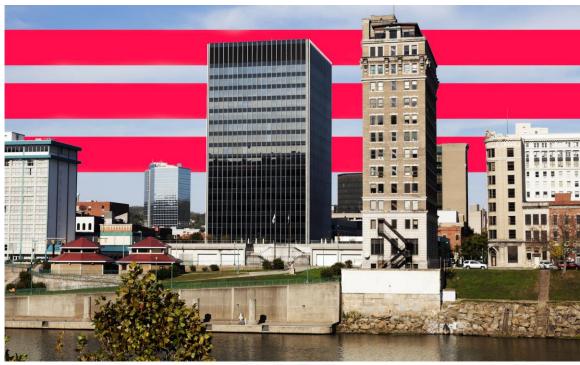
Frontier is making the brave choice to expand fiber across all the US and connect people to the world. We seek to empower your team, simplifying communications to allow the State of West Virginia to focus on your organizational goals. In partnering with Frontier, West Virginia's Department of Administration can expect:

- Simplicity: Frontier is easy to partner with, offering straightforward billing with no surprise charges and services exactly as requested.
- Security: We monitor the network 24/7/365 to ensure both the physical integrity of our network and the digital security of our customers.
- Stability: Our industry-leading service level agreements and backup systems ensure that you can count on your service; our local teams know and build for your area, while our national footing provides financial security.
- Specialization: Frontier not only fits your exact needs, we assign one team to your
 account so that you always are collaborating with a representative that not only
 knows our systems, but one who knows you.

We pursue excellence in all our business endeavors. We will bring not only our current strengths to a partnership with the State of West Virginia, but an ethos of constantly improving ourselves, our relationship with our customers, and our services.



Frontier in West Virginia



96%

Of West Virginia served by Frontier

2,000+

Commercial Customers 212,000+

Residential Customers

1485

Employees in West Virginia, including **500** engineers building and maintaining our lines and **100** customer service representatives.

We proudly support critical infrastructure for state and local government, and are committing over \$200,000,000 to expanding fiber throughout West Virginia.



Response to RFP

- 4 Mandatory Requirements:
 - **4.1 Mandatory Contract Item Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - **4.1.1 LAYER 2 ETHERNET CIRCUITS:** these circuits must duplicate existing Agency circuits in function and quality.

Frontier Response: Read, understood, and comply.

4.1.1.1 Vendor shall provide twelve (12) Ethernet Access Circuits connected via twenty-seven (27) Vendor provided User Network Interfaces (UNI's). These circuits shall consist of nine (9) point to point circuits and three (3) point to multi-point circuits as outlined in Exhibit B, Circuit Descriptions and User-Network Interface Locations.

Frontier Response: Read, understood, and comply.

- **4.1.1.2** All UNIs shall be RJ-45 ports with a minimum UNI speed of 1 Gb/s. These UNI's shall be the point of demarcation. **Frontier Response:** Read, understood, and comply.
- **4.1.1.3** All Circuits must maintain a minimum of 1 Gb/s Ethernet access speed each direction. This shall include Internet circuits even if the provided Internet connectivity is less than 1 Gigabit to facilitate future Internet bandwidth increases.

Frontier Response: Read, understood, and comply.

4.1.1.4 Traffic on one circuit must never affect traffic on another circuit.

Frontier Response: Read, understood, and comply.

4.1.1.5 Circuits must meet all IEEE standards for Ethernet over wired circuits.



4.1.1.6 Vendor must have redundant paths for the layer 2

Ethernet circuits on its core network such that a line cut, or similar issue, will automatically failover to another path with no service interruption (see **Exhibit C**,

Connectivity). The awarded vendor shall provide a basic diagram of their core network illustrating this redundancy before beginning work. This diagram must illustrate that there is no single point of failure and be acceptable to the Agency. The connection from the vendor's core network to the Agency's sites may be non-redundant.

Frontier Response: Read, understood, and comply.

4.1.1.7 No Ethernet circuit shall traverse more than 20 nodes from point of origin to point of termination. Awarded Vendor shall supply a list of these nodes for each circuit before beginning work.

Frontier Response: Read, understood, and comply.

4.1.1.8 Circuits and UNI's must be compatible with all switches, routers, and other equipment using standard layer 2 Ethernet technologies.

Frontier Response: Read, understood, and comply.

4.1.1.9 Vendor must honor all Agency Quality-of-Service (QoS) assignments across the vendor's entire network. These designations must apply even when the Agency is sharing bandwidth with other vendor customers.

Frontier Response: Read, understood, and comply.

4.1.2 Internet Connectivity

4.1.2.1 Vendor must provide bandwidth pricing for the following levels of Service:

4.1.2.1.1 50 Mbps

4.1.2.1.2 100

Mbps

4.1.2.1.3 500

Mbps

4.1.2.1.4 1 Gbps

4.1.2.1.5 2 Gbps



4.1.2.1.6 5 Gbps

4.1.2.1.7 10 Gbps

4.1.2.1.8 25 Gbps

4.1.2.1.9 40 Gbps

Frontier Response: Read, understood, and comply.

4.1.2.2 Internet connections must be full duplex, stated bandwidth both directions.

Frontier Response: Read, understood, and comply.

4.1.2.3 Vendor must assign a Class C subnet of 256 public IP numbers (minimum) for use by the Agency.

Frontier Response: Read, understood, and comply.

4.1.2.4 Vendor must support eBGP (external Border Gateway Protocol) for failover of public IP traffic to a 3rd party's Internet service.

Frontier Response: Read, understood, and comply.

4.1.2.4.1 Vendor must cooperate / coordinate with any parties necessary to configure and test these failover capabilities.

Frontier Response: Read, understood, and comply.

4.1.2.4.2 For failover purposes, vendor must permit the 3rd party.

Internet provider to announce all vendor-owned public IP's assigned to the Agency.

Frontier Response: Read, understood, and comply.

4.1.2.4.3 Upon completion of circuits and notification by the Agency, vendor will configure this failover in a timely manner.

Frontier Response: Read, understood, and comply.

4.1.3 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 1 Gb, point-to-point



4.1.3.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1

Frontier Response: Read, understood, and comply.

4.1.3.2 Cost shall be the same at all the locations listed in Exhibit B **Frontier Response:** Read, understood, and comply.

4.1.4 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 1 Gb, point-to-multi-point

4.1.4.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1

Frontier Response: Read, understood, and comply.

4.1.4.2 Cost shall be the same at all the locations listed in Exhibit B **Frontier Response:** Read, understood, and comply.

4.1.5 ADDITIONAL LAYER 2 ETHERNET CIRCUITS, 10 Gb, point-topoint

4.1.5.1 Additional circuits shall have the same specifications as the circuits in section 4.1.1 except section 4.1.1.3

Frontier Response: Read, understood, and comply.

4.1.5.2 In lieu of the specifications in section 4.1.1.3 these circuits must maintain a minimum of 10 Gb/s Ethernet access speed each direction.

Frontier Response: Read, understood, and comply.

4.1.5.3 Cost shall be the same at all the locations listed in Exhibit B **Frontier Response:** Read, understood, and comply.

4.1.6 REDUNDANT LAST-MILE PATH FOR BECKLEY/BEAVER FACILITY

4.1.6.1 The redundant last-mile path must provide additional connectivity from the Vendor's core network for all circuits terminating at the Beckley/Beaver facility



4.1.6.2 The redundant last-mile path must meet the same specifications and service level commitments as the primary path.

Frontier Response: Read, understood, and comply.

4.1.6.3 The redundant last-mile path must be geographically separated from the primary path such that any circumstance that affects the primary path is unlikely to affect the redundant path.

Frontier Response: Read, understood, and comply.

- 4.1.6.3.1 Circumstances shall include, but not be limited to fallen trees, ground disturbances like digging that cuts the fiber, and hardware/software failures.
 Frontier Response: Read, understood, and comply.
- 4.1.6.3.2 Vendor shall deliver the redundant last-mile circuits/fiber to the outer wall of Agency's facility at a point that provides maximum separation from the entry of the primary circuits/fiber.
 Frontier Response: Read, understood, and comply.
- **4.1.6.3.3** Agency shall be responsible for penetration of the facility's exterior wall.

Frontier Response: Read, understood, and comply.

4.1.6.3.4 Vendor shall be responsible for running cable/fiber through the Agency's facility once the outer wall has been penetrated.

Frontier Response: Read, understood, and comply.

4.1.6.4 Vendor must provide a one-time buildout cost for the redundant last-mile path unless the build-out costs are accounted for in the monthly charges.



4.1.6.5 Vendor must provide a monthly cost for the redundant lastmile path.

Frontier Response: Read, understood and comply.

4.1.7 REDUNDANT LAST-MILE PATH FOR CHARLESTON FACILITY

4.1.7.1 The redundant last-mile path must provide additional connectivity from the Vendor's core network for all circuits terminating at the Charleston facility.

Frontier Response: Read, understood, and comply.

4.1.7.2 The redundant last-mile path must meet the same specifications and service level commitments as the primary path.

Frontier Response: Read, understood, and comply.

4.1.7.3 The redundant last-mile path must be geographically separated from the primary path such that any circumstance that affects the primary path is unlikely to affect the redundant path.

Frontier Response: Read, understood, and comply.

4.1.7.3.1 Circumstances shall include, but not be limited to fallen trees, ground disturbances like digging that cuts the fiber, and hardware/software failures.

Frontier Response: Read, understood, and comply.

- 4.1.7.3.2 Vendor shall deliver the redundant last-mile circuits/fiber to the outer wall of Agency's facility at a point that provides maximum separation from the entry of the primary circuits/fiber.
 Frontier Response: Read, understood, and comply.
- **4.1.7.3.3** Agency shall be responsible for penetration of the facility's exterior wall.



4.1.7.3.4 Vendor shall be responsible for running cable/fiber through the Agency's facility once the outer wall has been penetrated.

Frontier Response: Read, understood, and comply.

4.1.7.4 Vendor must provide a one-time buildout cost for the redundant last-mile path unless the build-out costs are accounted for in the monthly charges.

4.1.7.5 Vendor must provide a monthly cost for the redundant last-mile path.

Frontier Response: Read, understood, and comply.

4.2 Service Level Commitments: Vendor shall price their circuits such that they shall meet all the following requirements:

4.2.1 Monitoring:

4.2.1.1 Vendor should monitor all circuits for latency, packet loss, and up time. Any available statistics shall be provided to the Agency with their monthly invoice showing the average latency, percentage packet loss, and percentage up time for the billing cycle. If available, these statistics will also be provided to the Agency for any time period upon request. If vendor is unable to monitor any of these service specifications, the vendor will accept the statistics resulting from the Agency's own monitoring.

Frontier Response: Frontier does not provide statistics with our monthly invoices; however, we do offer utilization reports. Customer can specify the interval at which they would like to receive reports. Please see sample report below:

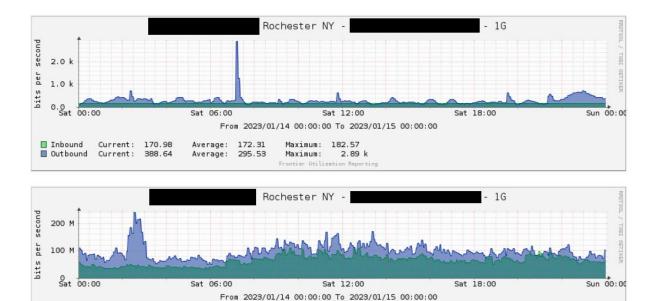
■ Inbound

Current:

66.44 M Average:

86.34 M Average:





64.16 M Maximum: 111.98 M

97.86 M Maximum: 240.31 M

4.2.1.2 If statistics provided by vendor differ from those resulting from the Agency's own monitoring, vendor shall work with the Agency to determine which statistics are accurate. These agreed-upon statistics shall be used to determine if service level commitments are met. If an agreement cannot be reached, the statistics from the Agency's monitoring shall be used to determine if service level commitments are met.

Frontier Response: Frontier takes exception and expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed upon award.

4.2.2 Latency: all circuits must have no more than 20 milliseconds of network latency (one-way delay).

Frontier Response: Please see our "Ethernet Local area Network Service Level Agreement" on pages 39–41.

4.2.3 Packet Loss: Packet delivery is the transit of packets between points of demarcation on the vendor's network. Packet loss is the percentage of packets not reaching their destination. This shall be



calculated as ((total forwarded packets – total received packets) / total forwarded packets) x 100. All circuits must maintain less than 1% packet loss.

Frontier Response: Please see our "Ethernet Local area Network Service Level Agreement" on pages 39–41.

4.2.4 Bandwidth: all circuits must perform at their stated bandwidth or higher at all times.

Frontier Response: Please see our "Ethernet Local area Network Service Level Agreement" on pages 39–41.

4.2.5 Target Circuit Availability: all circuits must have a target circuit availability of 99.99% or greater.

Frontier Response: Please see our "Ethernet Local area Network Service Level Agreement" on pages 39-41.

4.2.6 Mean Time to Repair: all circuits must have a mean time to repair of four (4) hours or less. Time to repair shall begin when the Agency reports the problem to the vendor and end when the vendor notifies the Agency the repair is complete. Repair completion must be verified by the Agency to be considered final. **Frontier Response:** Please see our "Ethernet Local area Network"

4.2.7 Centralized Point of Contacts: The vendor shall provide one point of contact for all trouble, repair, and performance issues; and one point of contact for all billing and financial issues. Each point of contact shall be the appropriate party without multiple transfers to resolve issues. The vendor may provide a web portal as an additional means of monitoring, reviewing, and reporting issues.

Service Level Agreement" on pages 39-41.

Frontier Response: For all trouble, repair, and performance issues, please contact Lisa Zickefoose, your Customer Success Account Manager:

Lisa Zickefoose

CSAM, Enterprise Sales Support Lisa.zickefoose@ftr.com (304) 546-1700



For all billing and financial issues, please reach out to your Customer Success Account Manager, Lisa Zickefoose:

Lisa Zickefoose

CSAM, Enterprise Sales Support

Lisa.zickefoose@ftr.com

(304) 546–1700

4.2.8 Liquidated Damages:

Frontier Response: Frontier takes exception to this provision and does not agree to this liquidated damages provision. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed upon award.

4.2.8.1 If a circuit is down for more than an hour, three times or more in any thirty (30) calendar day period vendor shall credit the Agency one month's charges for that circuit.

Frontier Response: Frontier takes exception; please see our "Frontier Services Agreement" on pages 30–34.

- 4.2.8.2 If the mean time to repair is more than 4 hours for any circuit in any 12-month period, vendor shall credit the Agency 10% of the monthly cost of the circuit plus 10% for each additional hour over 5 hours. Fifteen minutes or more shall constitute an additional hour for these calculations. The credit shall not exceed the monthly cost of the circuit.
 Frontier Response: Frontier takes exception; please see our "Frontier Services Agreement" on pages 30-34.
- **4.2.8.3** If a circuit doesn't meet the latency or packet loss commitments as described in Sections 5.2.2 and 5.2.3, the vendor shall credit the Agency 25% of the monthly cost of the circuit until such time as these commitments are met.

Frontier Response: Frontier takes exception; please see our "Frontier Services Agreement" on pages 30–34.

4.2.8.4 If a circuit fails to perform at its stated bandwidth vendor shall reduce the daily costs on the circuit by the same percentage as the bandwidth deficiency. For example: if a Gigabit Ethernet circuit performs at 900 Mb instead of 1000



Mb, it is performing at a 10% deficiency, and would require a 10% daily credit. This credit shall be provided until bandwidth issues are resolved, as documented through trouble tickets.

Frontier Response: Frontier takes exception; please see our "Frontier Services Agreement" on pages 30–34.

4.2.8.5 The Agency must request applicable credits within thirty (30) calendar days of receiving the invoice for the billing cycle in which the applicable event occurred.

Frontier Response: Read and understood.

4.2.8.6 Credits shall never exceed the monthly cost of the circuit in any billing cycle.

Frontier Response: Read and understood.

4.2.8.7 Credits shall never exceed 25% of the yearly cost of the circuit for any contract year.

Frontier Response: Read and understood.

4.2.8.8 At Vendor's discretion, credits may be applied either to the underwriting contract (detailed below), or the cash payment for the affected month.

Frontier Response: Frontier takes exception; please see our "Frontier Services Agreement" on pages 30–34.

4.2.8.9 Vendor will not be responsible for failures to meet
Service Level Commitments under the following
conditions: (a) interruptions or delays due to failure by
the Agency to release services for testing and/or
repair; (b) failure of power or equipment for which the
Agency is responsible; (c) delays caused by the
Agency not providing timely access to the premises
at which the circuits terminate; (d) interruptions or
delays as a result of authorized maintenance by the
Agency.

Frontier Response: Read and understood.



Pricing

REQUEST FOR QUOTATION EBAr71089 WV EBA Site-to-Site and Internet Connectivity

		Manthly Unit Cast		Annual Titura
Item#	Description	Monthly Unit Cost	Quantity	Annual Item Extended Cost
	Layer 2 Ethernet Circuits as described in section 4.1.1			
	"twelve (12) Ethernet Access Circuits connected via			
	twenty-seven (27) Vendor-provided User Network			
١.	Interfaces (UNI's)."	\$24,505		\$292.060
1		-	12	-
2	Internet Connectivity as described in section 4.1.2			
	****	****		****
2.1	50 Mbps Internet as described in section 4.1.2.1.1	\$440	12	\$5,280
	10010 7:	-	10	ec 000
2.2	100 Mbps Internet as described in section 4.1.2.1.2	\$440	12	\$5,280
2.3	500 Mars Transport of described in continue 4.1.2.1.2	\$670	12	\$8,040
2.5	500 Mbps Internet as described in section 4.1.2.1.3	\$670	12	\$8,040
2.4	1 Gbps Internet as described in section 4.1.2.1.4	6070	12	e10.440
2.4	1 Gops internet as described in section 4.1.2.1.4	\$870	12	\$10,440
2.5	2.53	61 400	12	e17.000
2.5	2 Gbps Internet as described in section 4.1.2.1.5	\$1,490	12	\$17,880
2.0	E Class Internation described in continue 4.1.0.1.0	\$2,400	12	£20.000
2.6	5 Gbps Internet as described in section 4.1.2.1.6	\$2,490	12	\$29,880
2.7	10 Gbps Internet as described in section 4.1.2.1.7	\$3,800	12	
2.1	10 Gops Internet as described in section 4.1.2.1.7	\$3,000	12	
		-		
				\$45,600
<u> </u>				-
2.8	25 Gbps Internet as described in section 4.1.2.1.8	\$6,000	12	\$72,000
	(505)	-		-
2.9	(\$8,200	12	\$98,400
	4.1.2.1.9	-		-
3	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-point	\$1,950	12	\$23,400
	per section 4.1.3	-		-
4	Additional Layer 2 Ethernet Circuits, 1 Gb, point-to-	\$975	12	\$11,700
	multipoint per section 4.1.4	-		-
5	Additional Layer 2 Ethernet Circuits, 10 Gb, point-to-point	\$ 3,780	12	\$45,360
	per section 4.1.5	-		-
	Total Bid Amount (Items 1-5 Only) **	\$48,905.00 -		\$ \$541,260.00
				-
_	Parket and Land Mile Book for December 19 and Parket	0.00 477	,	
6	Redundant Last-Mile Path for Beaver/Beckley Facility per	\$38,411 -	1	eso 477
- 7	section 4.1.6, one-time buildout cost	s 075 mmm =	12	\$58,477
7	Redundant Last-Mile Path for Beaver/Beckley Facility per section 4.1.6, Monthly cost	\$ 975 per port	12	\$11,700 per-por
		\$21,227	1	\$21,227
8	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, one-time buildout cost	\$21,227	1	\$21,227
9		s 075 m	12	\$11,700 per-por
y	Redundant Last-Mile Path for Charleston Facility per section 4.1.7, monthly cost	\$ 975 per port	12	\$11,700 per-por
		-		s \$644.364.00
	Total Item Costs (Items 1-9) ***			\$ \$644,364.0
	Annual Trade-out Amt ****	% of costs to be	Auto-calculated	Auto-calculated Annual
		traded out	total items 1-5	Trade-out Amt
	Manual III de la constant de la cons			
	Minus Underwriting Trade-out (minimum amount Vendor			
	may contract is 65% of the total monthly costs for items		\$ \$541,260.00	\$ \$351,819.00
	one through six (1-6). Enter % (i.e. 65 not .65)	65%	-	
	Annual Bid Cash Cost *****			\$ \$189,441.0
				-
	* Costs must ancompass all charges including any fa			office above and the

^{*} Costs must encompass all charges, including any fees, government surcharges, taxes, or any other charge associated with the service.





** Total Bid Amount = the sum of the annual Item Costs for Items one through six (1-6). This amount will be used to determine bid award.

*** Total Item Costs = the sum of the annual Item Costs for Items one through twelve (1-12). This amount is the total of all items on the contract including those that will not be used to determine

**** Minimum acceptable tradeout is 65% of the sum of items one through six (1-6). The tradeout percentage will be applied to every purchase of items one through six (1-6)

***** Annual Bid Cash Cost is for Agency reference only. Annual Bid Cash Cost = Total Bid Amount - Annual Trade- out Cost

Authorized Signature: Anthony Rome Date:

1/25/2024

Revised 10/27/2014



Signed Forms



Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Centralized Request for Quote Info Technology

Proc Folder: 1328239 Reason for Modification:

Doc Description: Site-to-Site Connectivity and Internet Services

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2023-11-20
 2023-12-12
 13:30
 CRFQ
 0439
 EBA2400000001
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: 000000199736 Vendor Name: Frontier West Virginia, Inc.

Address:

Street: 401 Merritt 7
City: Norwalk

State: Connecticut Country: United States Zip: 06851

Principal Contact : Chad Stepp

Vendor Contact Phone: (304) 410-5659 Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell 304-558-2063

larry.d.mcdonnell@wv.gov

Vendor
Signature X Anthony Roms FEIN# 55-0142020 DATE

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

Date Printed: Nov 21, 2023 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05



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.

(Printed Name and Title) Chad Stepp, Account Executive, Enterprise Sr.
(Address) 401 Merritt 7, Norwalk, CT 06851
(Phone Number) / (Fax Number) (304) 410-5659 (N/A for Fax Number)
(email address) chad.stepp@ftr.com
(Citian address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Frontier West Virginia, Inc.	
(Company)	
Anthony Rome	_
(Signature of Authorized Representative)	
Anthony Rome, Enterprise Sales Manager, Enterprise Sales	
(Printed Name and Title of Authorized Representative) (Date)	
(304) 517-7110 (N/A for Fax Number)	
(Phone Number) (Fax Number)	
anthony.rome@ftr.com	
(Email Address)	

Revised 8/24/2023



ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ EBA24*01

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.

	Numbers Received:		1	
(Check the b	ox next to each addendum rec	eive	a)	
[X]	Addendum No. 1	[]	Addendum No. 6
[x]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10
further under discussion he	rstand that any verbal represen eld between Vendor's represen	tatio itativ	n m ves a	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the iffications by an official addendum is binding.
		F	ront	ier West Virginia Inc.
				Company
				Anthony Rome
				Authorized Signature
		_		1/24/2024
				Date

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



WV-10 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.		ded continuously in West Virginia, or bidder is a partnership, association d its headquarters or principal place of business continuously in West			
	Bidder is a resident vendor partnership, associat of bidder held by another entity that meets the approximate the second	tion, or corporation with at least eighty percent of ownership interest oplicable four year residency requirement; or,			
		e or subsidiary which employs a minimum of one hundred state residents cipal place of business within West Virginia continuously for the four (4) ication; or,			
2.		ce for the reason checked: ing the life of the contract, on average at least 75% of the employees est Virginia who have resided in the state continuously for the two years			
3.	has an affiliate or subsidiary which maintains its I employs a minimum of one hundred state resider completing the project which is the subject of the average at least seventy-five percent of the bidde	ce for the reason checked: nimum of one hundred state residents, or a nonresident vendor which headquarters or principal place of business within West Virginia and nts, and for purposes of producing or distributing the commodities or e bidder's bid and continuously over the entire term of the project, on r's employees or the bidder's affiliate's or subsidiary's employees are e state continuously for the two immediately preceding years and the			
4. ✓	Application is made for 5% vendor preference Bidder meets either the requirement of both subdiv	for the reason checked: isions (1) and (2) or subdivision (1) and (3) as stated above; or,			
5.	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.	purposes of producing or distributing the commodit continuously over the entire term of the project, or	ce who is a veteran for the reason checked: United States armed forces, the reserves or the National Guard, if, for its or completing the project which is the subject of the vendor's bid and a average at least seventy-five percent of the vendor's employees are 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	g reciprocal preference to the extent that it applies.			
requirer or (b) as	nents for such preference, the Secretary may order t	is that a Bidder receiving preference has failed to continue to meet the the Director of Purchasing to: (a) rescind the contract or purchase order; ot to exceed 5% of the bid amount and that such penalty will be paid to be on the contract or purchase order.			
authoriz the requ	es the Department of Revenue to disclose to the Dire	any reasonably requested information to the Purchasing Division and actor of Purchasing appropriate information verifying that Bidder has paid in does not contain the amounts of taxes paid nor any other information			
and if a	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.				
	idder: Frontier West Virginia Inc. Signed:				
Date: 1	/19/2024	Title: Enterprise Sales Manager, Enterprise Sales			

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



Clarifications and Exceptions

GENERAL TERMS AND CONDITIONS

- 8. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below in the form of a certificate of insurance, prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Within Thirty-ten (310) days after prior to the expiration renewal of the insurance policies, Vendor shall provide the Agency with proof in the form of a certificate of insurance that the insurance mandated herein has been continued. Vendor or its insurance carriers(s) shall must also provide Agency with thirty (30) days' prior written 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 and mutually agreed upon by Agency and Vendor prior to Contract award regardless of whether that insurance requirement is listed in this section.
- **9. WORKERS' COMPENSATION INSURANCE:** 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 in the form of a certificate of insurance.
- 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:

Frontier takes exception to this provision and does not agree to this liquidated damages provision. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed upon award.

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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby



avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period; Frontier shall be reimbursed for any and all (1) unpaid non-recurring charges incurred, (2) any unpaid past due balance(s), and (3) any additional costs already incurred by Frontier in conjunction with this Agreement. If Customer exercises this termination right, it may not during the unexpired original term of Services obtain like services from another provider, and if funds are re-appropriated for a later fiscal year during the unexpired Service term, Customer will notify Frontier and reinstate this Agreement. Customer represents and warrants, however, that Customer will include sufficient funding to cover the charges in this Agreement in each Customer budget submitted for approval, and will actively support the appropriation of such funding, during the term of this Agreement.

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.

Frontier read and reviewed provision and provides the following explanation and clarification: notwithstanding the foregoing, Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier.

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.

All Equipment purchased by Customer is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation

Frontier Response to State of West Virginia - Department of Administration Purchasing Division



packaged with the Equipment. The Equipment warranty, if any, is provided per the applicable manufacturer documentation and/or policies.

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 PURSANT 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.

36. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Frontier shall not have any liability for any claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure

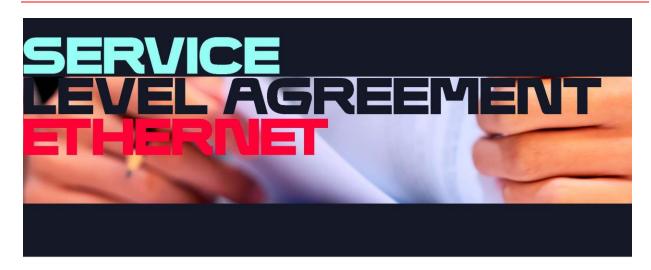




to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.



Ethernet Service Level Agreement



Availability and Mean Time To Repair (MTTR)

EPL, EVPL, EP-LAN, EVP-LAN, and Off-Net "eReach"

Circuit Availability (CA)	Monthly Recurring Charge (MRC) Service Credit
Below 99.99%	30%

Mean Time to Repair (MTTR)				
MTTR On-Net: 4 Hours	25% Above 4 Hours, 50% Above 6 Hours			
MTTR Off-Net: 6 Hours	25% Above 6 Hours, 50% Above 8 Hours			

Frame Loss Ratio

EPL, EVPL and Off-Net "eReach"

CoS Level	City	State	Inter-State	MRC Service Credit
Silver (Standard Data Service)	0.10%	0.10%	0.10%	10%
Gold (Priority Data Service)	0.01%	0.01%	0.025%	15%
Platinum (Real Time Data Service)	0.01%	0.01%	0.025%	20%

Frame Delay (Latency)

EPL, EVPL and Off-Net "eReach"

CoS Level	City	State	Inter-State	MRC Service Credit
Silver (Standard Data Service)	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold (Priority Data Service)	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum (Real Time Data Service)	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

Frame Variation (Jitter)

EPL, EVPL and Off-Net "eReach"

CoS Level	City	State	Inter-State	MRC Service Credit
Gold (Priority Data Service)	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum (Real Time Data Service)	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

 $\textbf{Note:} \ \mathsf{Credit} \ \mathsf{Request} \ \mathsf{and} \ \mathsf{eligibility} \ \mathsf{is} \ \mathsf{detailed} \ \mathsf{in} \ \mathsf{the} \ \mathsf{Frontier} \ \mathsf{Service} \ \mathsf{Agreement} \ (\mathsf{FSA}).$



Experience



EXPERIENCED DEDICATED BOLD



We began as a small telephone service provider in 1935, making the difficult choice to build in the parts of rural America other companies would not serve. We have taken this identity into the present, building fiber throughout the country to bring all America into the digital future.



- 180,000+ mile long advanced fiber network
 - 5,200,000+ locations connected by fiber
 - 310,000+ business customers

- E-Rate qualified since the program's inception in 1998
- MEF 2.0 certified network
- 2,800,000+ broadband customers



Frontier is publicy traded and dedicated to transparency and trustworthiness.

NASDAQ: FYBR https://investor.frontier.com/



Driven by our purpose, Building Gigabit America, we are delivering a better customer experience. We are connecting millions with digital infrastructure which empowers them to create the future. Frontier invests in the communities where our nearly 15,000 employees live and work.





Sample Frontier Services Agreement



Frontier Services Agreement

Terms and Conditions
Frontier Confidential

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, 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: (b) Frontier's Network is attended or repaired by any party other than Frontier, without Frontier' 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 (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.
- 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.
- I. 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.

Ver. 04252022 Page 1 of 5





Frontier Services Agreement

Terms and Conditions

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 (ream"). Unless otherwise stated in the Schedule (br 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 narties.

3. Paymen

- 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 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 and/or unauthorized or fraudulent use thereof due to Customer's conduct.
- 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 output 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 provated.
- 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 (a) exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order, or (b) 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 EXPRISED FOR 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

Ver. 04252022 Page 2 of 5





Frontier Services Agreement

Terms and Conditions

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 PURSANT 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 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 semain 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. <u>Breach by Customer</u>: 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), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may <u>immediately</u> 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) f, 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. <u>Breach by Frontier</u>: 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

Ver. 04252022 Page 3 of 5





Frontier Services Agreement

Terms and Conditions

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 Los

- 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 Waive

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

Ver. 04252022 Page 4 of 5





Frontier Services Agreement

Terms and Conditions
Frontier Confidential

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 general 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 Communicat	tions of America, Inc.	Insert Customer Full	Legal Name	
Signature:		Signature:		
Printed Name:		Printed Name:		
Title:		Title:		
Date:		Date:		
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620	Contractual Notice:	address above	
	Attn: Legal Department		Attn: Legal Department	

Ver. 04252022 Page 5 of 5



Sample Schedule - E-Line

E-Line Schedule Ethernet Virtual Private Line (EVPL) Ethernet Private Line (EPL)

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	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$	\$
Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: _____ more than 10% interstate in nature (subject to federal jurisdiction/fees)

Service	Service Address, and NPA NXX:	Service		Charges	
Location Servi	Service Address, and NPA NAA:	· ·	Service	NRC	MRC
Α	street,	Access CIR (Mbps)	SelectMbps	\$	\$
	city, state, zip, NPA NXX			\$	\$
В	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX			\$	\$
С	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX	(\$	\$
D	street,	Access CIR (Mbps)	SelectMbps	\$	\$
	city, state, zip, NPA NXX			\$	\$
E	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX	(250)		\$	\$
		· · · · · · · · · · · · · · · · · · ·	Subtotal:	\$	\$

Table 2: SD WAN Private Network					
Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC		
Select	Select Mbps	Select	\$		
Select	SelectMbps	Select	\$		
Select	SelectMbps	Select	\$		
Select	SelectMbps	Select	\$		
Select	Select Mbps	Select	\$		
Subtotal:			\$		

v.04252022 Page 1 of 7



rontier Confidential

	Table 3: E	THERNET VIRTU	AL CIRCUIT(S)		
Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mb		iginating Access ervice Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Mbps	3	Select	Select	\$
Select	Mbps	3	Select	Select	\$
Select	Mbps	3	Select	Select	\$
Select	Mbps	3	Select	Select	\$
Select	Mbps	6	Select	Select	\$
<u>.</u>				Subtotal:	\$
	Tabl	e 4: Internet Ac	cess		
Internet Service added to LAN Solution		Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC		Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC		Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC		Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC		Mbps	Select	Internet Port	\$
				Subtotal:	\$

1. Service Description:

- a. Ethernet Virtual Private Line (EVPL) is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service 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. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. 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. Ethernet Private Line (EPL) is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service 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. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).
- c. <u>SD WAN Private Network</u> is a data transport configuration providing multipoint-to-multipoint connections to each Customer User Network Interface (UNI). SD WAN Private Network consists of two (2) or more locations, providing full mesh connectivity for all locations. SD WAN Private Network requires Customer subscribe to Frontier SD WAN service and an EVPL (Table 1) access
- 2. Pre-installation cancellation fees, FOC Notice and Special Construction.
- (a) <u>Pre-installation cancellation fees</u>. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

v.04252022 Page 2 of 7



E-Line Schedule Ethernet Virtual Private Line (EVPL) Ethernet Private Line (EPL)

- (b) 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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.
- 3. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and 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. 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, and the ability to collect service credits as defined in Exhibit 1.
- 4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day). Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.
- 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. <u>Producer Price Index Adjustment</u>. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.
- 7. Service Level Agreement. The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

SIGNATURE PAGE TO FOLLOW

v. 0425202 10-2022 Page 3 of 7





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 <u>not</u> 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 Con	mmunications of America, Inc.	Insert Customer Full Legal Name
Signature: Printed Name: Title:		Signature: Printed Name: Title:
Date:		Date:

Page 4 of 7

v. 0425202 10-2022



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EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) 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 ("E-E-LINE Service").

1. Operational Objectives

Availability: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE 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 E-LINE 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

Circuit Avail	ability	MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

Frontier restores SLA-compliant circuit operation. Frontier's E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

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 E-LINE 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: E-LINE				
Mean Time To Repair MRC Service Credit				
	and the second	25 % MRC above 4 hrs		
MTTR	4 Hours	50% MRC above 6 hrs.		

2. Performance Objectives

- A. Packet Delivery. The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.
 - Silver QoS service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of Best Effort Ethernet designed specifically for the commercial customer.
 - Gold QoS service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to Priority Data.
 - Platinum QoS service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to Real Time.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

v. 0425202 10-2022 Page 5 of 7



- B. <u>Latency</u>: Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in Table 1D:
 - Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in Table 1D subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- C. <u>Jitter</u>: Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:
 - Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in Table 1E if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame D	elay Variance (FDV):			
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. 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 E-LINE 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.

v. 0425202 10-2022 Page 6 of 7



E-Line Schedule Ethernet Virtual Private Line (EVPL) Ethernet Private Line (EPL)

- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE 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.

4. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net 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 form 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.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE 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 data 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.
- 5. Chronic Outage: An individual E-LINE 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 E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE 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.

v. 0425202 10-2022 Page 7 of 7



Sample Schedule - E-LAN

Ethernet Local Area Network (E-LAN) 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: Order for new Services Service Term: select

Service			NRC	MRC
Ethernet Access Circuit(s)	(details in Table 1)		\$	\$
Special Construction			\$	\$
Ethernet Access Circuit(s)	(details in Table 1)-ICB		\$	\$
		Total:	: S	S

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: ___ more than 10% interstate in nature (subject to federal jurisdiction/fees) ___ 10% or less interstate in nature (subject to state jurisdiction/fees)

Service	Service Address, and NPA NXX:	Service		Charges	
Location	Service Address, and NFA NAA.	,	Service	NRC	MRC
A	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX			\$	\$
В	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX			\$	\$
С	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX	(\$	\$
D	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX			\$	\$
E	street,	Access CIR (Mbps)	Select Mbps	\$	\$
	city, state, zip, NPA NXX	, <u>,</u>		\$	\$
			Subtotal:	\$	\$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)						
Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC		
Select	Mbps	Select	Select	\$		
Select	Mbps	Select	Select	\$		
Select	Mbps	Select	Select	\$		
Select	Mbps	Select	Select	\$		
Select	Mbps	Select	Select	\$		

^{1.} SERVICE DESCRIPTION:

V. 04252022 Page 1 of 5

Subtotal:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier



Ethernet Local Area Network (E-LAN) Schedule

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provides E-LAN 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. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). 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 Cobling Service and Fee Schedule.

- 2. Pre-installation cancellation fees, FOC Notice and Special Construction.
- (a) PRE-INSTALLATION CANCELLATION FEES. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- (B) 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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.
- 3. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual properly license agreements) between Frontier and Frontier's vendors. 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.
- 4. <u>After Hours/Holiday Labor Hours</u>. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. 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.

V. 04252022 Page 2 of 5



Ethernet Local Area Network (E-LAN) Schedule

6. SERVICE LEVEL AGREEMENT. The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated

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 <u>not</u> 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:	Signature: Printed Name: Title:
Date:	Date:

V. 04252022 Page 3 of 5



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

EXHIBIT 1 ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) 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 On-Net 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.

Table	Table 1 A Ethernet Local Area Network SLAs					
Circuit Availability (CA)			MRC s	Service C	redit	
Availability	99.99%	Below 30% M		Service	Credit	

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 2 and 3 below.

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 On-Net 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 2 and 3 below.

Table 1B: Ethernet Local Area Network					
Mean Time To	Repair	MRC Service Credit			
MTTR ON-NET	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 E-LAN 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 E-LAN 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 E-LAN 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;

V. 04252022 Page 4 of 5



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

(vi) Emergency Maintenance or (vii) interruptions resulting form 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.

- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN 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 Local Area Network (E-LAN) 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 E-LAN 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 E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN 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.





Sample Schedule - DIA

Dedicated Internet Access (DIA) 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
Dedicated Ethernet Internet Access bandwidth (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Table 1: Internet Access Locations Service Control And Alexander Charges						
Location	Service Address, and NPA NXX:		Service	NRC	MRC	
A	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps) SelectMbps		\$	\$	
В	street, city, state, zip, NPA NXX	Bandwidth Access CIR (Mbps)	SelectMbps	\$	\$	
С	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$	
D	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$	
E	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$	
			Subtotal:	\$	\$	

Table 2: IP Addresses					
Static Block (*NRC waived on Renewal)	NRC	MRC			
Service Location (from Table 1): select	Sele	ct			
Service Location (from Table 1): select	Sele	ct			
Service Location (from Table 1): select	Sele	ct			
Service Location (from Table 1): select	Sele	ct			
Service Location (from Table 1): select	Sele	ct			
Subtotal:	\$	\$			

1. Service Description.

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

a. <u>Dedicated Internet Access ("DIA")</u> DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. 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.

⁽a) <u>Pre-installation cancellation fees</u>. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice,



Dedicated Internet Access (DIA) Schedule

Frontier Confidential

providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

- (b) 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 without further liability. If the Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.
- 3. 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.
- 4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

- 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. <u>Producer Price Index Adjustment</u>. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

7.	Service Level Agreement.	The Dedicated Internet	Access Service Level Agree	ement for Dedicated Internet Access is	s attached hereto and
ince	orporated	herein	as	Exhibit	1

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties. 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.

America, Inc.	Insert Customer Full Legal Name		
	Signature:		
	Printed		
	Name:		
	Title:		
	America, Inc.	Signature: Printed Name:	



Dedicated Internet Access (DIA) Schedule

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EXHIBIT 1 Service Level Agreement

This Dedicated Internet Access Service Level A Agreement ("SLA") applies to an Dedicated Internet Access (DIA) 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 Dedicated 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 DIA Customer port (Z location) via the ingress (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.

		Internet Access
Circuit Availat	oility (CA)	MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% 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 DIA 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 1	Table 1B: Dedicated Internet Access					
Mean Time	MRC Service Credit					
MTTR	4 Hours	25 % MRC above 4 hrs				
WILLY	4 Hours	50% MRC above 6 hrs.				

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

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 DIA Service is impacted 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 DIA 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.

Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA 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

v.04252022 10-2022 Page 3 of 4



Dedicated Internet Access (DIA) Schedule

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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 form 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.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA 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. For example, if Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
- D. This SLA guarantees service performance of Frontier's Dedicated 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 DIA 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 DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA 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.

v.04252022 10-2022 Page 4 of 4



Disclaimers and Notices

Nature of Proposal

Frontier Communications, 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 issued by State of West Virginia – Department of Administration Purchasing Division, the Customer. 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 the 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.

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 the 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.

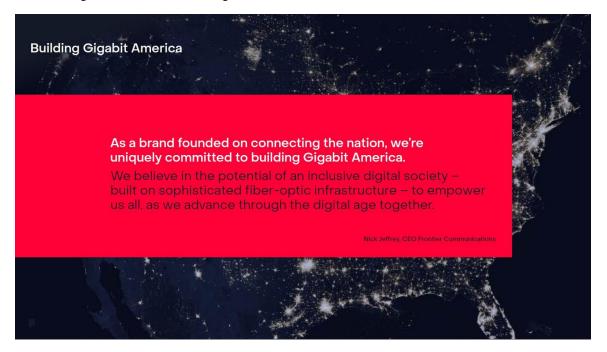
Restriction on Disclosure and Use of Data

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, the Customer shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract.



Back Page

With more than 180,000 miles of fiber spanning 25 states, Frontier's MEF-certified network continues to grow and fulfill the evolving needs of customers everywhere. Through internet and voice, our Fortune 500 company designs better ways to communicate and keep operations running smoothly. From dedicated connectivity to fully managed services, we are committed to providing powerful solutions that bring teams together and move organizations forward.



Customized Solution By:

Chad Stepp

Account Executive, Frontier

(304) 410-5659

chad.stepp@ftr.com