



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

State of West Virginia
Master Agreement

Order Date: 2015-02-02

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE BUYER.

Order Number: CMA 0212 0212 SWCCENTREX15	Procurement Folder: 55957
Document Name: SWC-Custom Centrex and Related Services	Reason for Modification: Award of Sole Source Determination CSSD SWC*3
Document Description: Statewide Contract for Custom Centrex and Related Services	
Procurement Type: Central Sole Source	
Buyer Name: Guy Nisbet	
Telephone: (304) 558-2596	
Email: guy.l.nisbet@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2015-02-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-01-31

VENDOR	DEPARTMENT CONTACT
FRONTIER WEST VIRGINIA INC 1500 MACCORKLE AVE RM 020 CHARLESTON WV 25396 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 957-8226 Requestor Email: larry.d.mcdonnell@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Guy Nisbet 02/02/2015

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>[Date]</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>2/5/2015</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>2/5/2015</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Blanket Open-End Statewide Contract

This Purchase Order constitutes the acceptance of the Contract made by and between the State of West Virginia by the Purchasing Director for the Agency, The West Virginia Office of Technology to provide Centrex and related traditional telephony services to the State of West Virginia and all political subdivisions., per the Sole Source Determination dated: 02/02/2015.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700				\$0.000000

Description: Telecommunication Services

Extended Description:

Total Order Amount	Open End
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SWCENTREX16	Document Phase Draft	Document Description Statewide Contract for Custom Centrex and Related Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



MICHAEL FLYNN
 Area President
 Frontier Communications Corporation
 1500 MacCorkle Ave., S.E.
 Room 500
 Charleston, West Virginia 25396
 (304) 345-8080
Michael.Flynn@FTR.com

January 27, 2015

Larry D. McDonnell
 State of West Virginia
 Office of Technology
 1900 Kanawha Blvd., East
 Charleston, WV 25304

Re: Centrex Service

Dear Mr. McDonnell:

As per your request, Frontier West Virginia Inc. and Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications Company of West Virginia (individually and/or collectively, "Frontier") are offering Centrex and related services to the State of West Virginia, and all agencies and entities that may purchase from State of West Virginia contracts, upon the following terms and conditions:

1. The Contract Documents shall be: (a) the General Terms and Conditions, in the form attached hereto as Exhibit A; (b) the Frontier Services Agreement and Schedule No. 1 thereto, attached as Exhibit B; and (c) the WV-96 Agreement Addendum. The offered prices are set forth in Schedule No. 1 in Exhibit B.
2. In the event of any irreconcilable conflicts between the Contract Documents, the following order of precedence shall apply: the WV-96; the General Terms and Conditions; and the Frontier Services Agreement and Schedule No. 1 thereto.

This offer shall be deemed accepted by the issuance of a Purchase Order from the State of West Virginia, Department of Administration, Purchasing Division upon the terms and conditions of this offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Flynn".

Michael Flynn
 Area President

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on February 01, 2015 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to, any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

This Frontier Services Agreement ("FSA") is effective as of January, 2015, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and State of West Virginia - Department of Administration - Office of Technology, whose primary address is Building 5, 10th Floor, 1900 Kanawha Boulevard, East, WV 25305 ("Customer").

1. Provision of Services and Equipment

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

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

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

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

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

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

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

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

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

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

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

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

2. Term

The term of this FSA will be effective as of February 1, 2015 and will extend for one year. Any renewal terms shall be governed by Exhibit A, General Terms and Conditions.

3. Payment

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

b. The following shall apply to the extent required or allowed by law. In addition to the applicable charges set forth in the tariffs and Schedules, to the extent Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to

Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due and payable as required by West Virginia law, but no later than ninety (90) days after the due date, unless otherwise provided by West Virginia law.

4. Cancellation of Service

If Customer orders any Service or Equipment and cancels prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the total costs and expenditures of Frontier incurred prior to Frontier's receipt of notice of cancellation in connection with establishing the Service or obtaining the Equipment, including but not limited to any Equipment restocking fees.

5. Incidental and Consequent Damages and Warranty Provisions

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

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

c. 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.

d. 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.

6. Breach and Rights to Cure

a. **Breach by Customer:** Customer shall comply with West Virginia law regarding payment of bills. If the Customer has not remedied any breach within thirty (30) days after Customer's receipt of written notice from Customer of such breach (providing reasonable

detail), Frontier may terminate the Service which is the subject of such breach.

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

7. Force Majeure

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

8. Assignment

Upon thirty (30) days' notice to Frontier, Customer may assign this Agreement to another State of West Virginia agency. Upon thirty (30) days' notice to Customer, 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.

9. Work Site Conditions

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.

10. Title and Risk of Loss

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

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

11. 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.

12. 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.

13. No Waiver

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

14. 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.

15. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

16. Independent Relationship

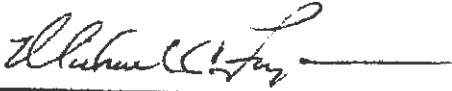
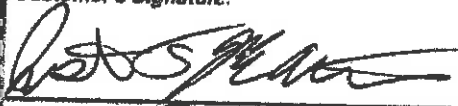
Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

17. Non-Appropriation of Funds

In the event Customer is not appropriated governmental funds to continue to subscribe to the Services under this Agreement or any Schedule, despite taking all necessary steps to secure such funding, then Customer will provide Frontier with reasonable advance notice, but not less than thirty (30) business days, of the need to terminate this FSA or any Schedule for lack of appropriated funds, or the need to modify the quantity of Services under this Agreement or any Schedule. Frontier and Frontier will work cooperatively in good faith to complete the termination of or reduction in Services in a reasonable time frame. In the event of such termination or reduction, Customer will be responsible for paying for Services provided up to the date of termination or reduction in Services. If Customer may not terminate this Agreement for non-appropriation in order to procure the same or comparable services from another service provider.

18. Authorization and Entire Agreement

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

Frontier Communications of America, Inc.	State of West Virginia - Department of Administration - Office of Technology
Frontier's Signature: 	Customer's Signature: 
Printed Name: MICHAEL C. FLYNN	Printed Name: Justin M. Allister
Title: AREA PRESIDENT	Title: CFO
Date: JANUARY 27, 2015	Date: 1/30/2015
Contractual Notice: Frontier Communications 130 S. Clinton Avenue, 7 th Floor Rochester, NY 14646-0700 Attn: Legal Department	Contractual Notice: WV Office of Technology PO Box 50110 Charleston, WV 25305 Attn: Procurement

WV-96
Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WVOT
 Signed: [Signature]
 Title: CFO
 Date: 2/2/15

VENDOR

Company Name: FRONTIER COMMUNICATIONS
 Signed: [Signature]
 Title: AREA PRESIDENT
 Date: 1/27/2015



SCHEDULE NO. 1 – PRICE LIST

CENTREX

Service	Monthly	One Time Charge	Technology	Description
3 Way Conference	4.59		POTS/CX/BRI	3 Way Conference
Additional Listing - Bus	0.96		POTS/CX/BRI	Additional Listing Business
Additional number	3.00		PRI	Additional number
ANALOG VOICE PLATFORM	25.00		circuit	ANALOG VOICE PLATFORM
Block of 20 DID's	5.00		PRI	Block of 20 Direct inward dialing
Both Pic Changes		7.75	POTS/CX	Both Pic Changes
Caller ID Name & Number-B	2.00		CX	Caller ID Name & Number-B
CX Caller ID StndIn	2.00		CX	Centrex Caller ID- Number Only
CMAC Per Line	0.11		CX/BRI	Cerebellar model articulation controller Per Line
CustoFlex-LD Msg Restrict	0.78		CX	CustoFlex-Long Distance Message Restriction
CX 2nd Loc-Unrstr ExcAcc	5.69		CX	Centrex 2nd Location-Unrestricted Exchange Access
CX 2nd Loc-Unrstr Intrcm	7.50		CX	Centrex 2nd Location-Unrestricted Intercomm
CX 2ndLoc-PrtRestr ExcAcc	5.69		CX	Centrex 2ndLocation -Port Restriction Exchange Access
CX 2ndLoc-PrtRestr Intrcm	7.50		CX	Centrex 2ndLocation-Port Restriction intercomm
CX Call Block	1.50		CX	Centrex Call Block
CX Sta Ln Sv 2-500 Mo To	25.40		CX	Centrex Station Linen Service 2-500 Mo To
CX-Dist Ring 1st Dpdnt#	4.50		CX	Centrex -Distinctive Ring 1st dependent number
CX-Dist Ring 2nd Dpdnt#	4.50		CX	Centrex-Dist Ring 2nd Dependent number
CX-Partl Restrct Exc Acc	5.69		CX	Centrex- 1st Location - Partial Restricted Exchange Access
CX-Partl Restrct Intrcomm	7.50		CX	Centrex-1st Location - Partial Restricted Intercomm
CX-Unrestrict Exchn Accs	5.69		CX	Centrex-1st Location- Unrestricted Exchange Access



SCHEDULE NO. 1 - PRICE LIST

CX-Unrestrict Intercomm	7.50		CX	Centrex-1st Location- Unrestricted Intercomm
Foreign Exchg Listing Bus	0.96		POTS/CX/BRI	Foreign Exchange Listing Business
Frontier complete care	6.99		FTR Comp Care	Frontier complete care
Frontier phone care	4.99		FRONTIER PHONE CARE	Frontier phone care
FX-Alt Charge Contiguous	10.58		CIRCUITS	Foreign exchange-Alt Charge Contiguous
FX-Channel Term Non-Contg	51.05		CIRCUITS	Foreign-Channel Term Non-Contiguous
FX-Channel Terminal	51.05		CIRCUITS	Foreign exchange-Channel Terminal - Contiguous
Hybrid Spc Assbl Endpoint	292.00		CIRCUITS	Hybrid Special Assembly Endpoint
Hybrid Special Assmbly	5.00		CX	Hybrid Special Assembly
Interlata Change		5.50	POTS/CX	Interlata Change
Interxchg LocChn VoiceGrd	29.53		CIRCUIT	Inter exchange Local Channel Voice Grade
Intralata Change		5.00	POTS/CX	Intralata Change
Intraxch LclCh Trm-2Wire	51.47		CIRCUIT	Intra exchange Local channel Term-2Wire
Intraxch LclCh Trm-4Wire	66.83		CIRCUIT	Intra exchange Local Channel Term-4Wire
Intraxchg LcChn 1/2Duplex	24.82		CIRCUIT	intra exchange Local channel 1/2Duplex
Intraxchg LocChn VoiceGrd	38.15		CIRCUIT	Intra exchange Local Channel Voice grade - 2 Wire
ISDN Addl Tel Number	3.00		PRI	Integrated Services Digital Network additional Telephone Number
ISDN BRI 2ndry Directory#	3.50		BRI	Integrated Services Digital Network Basic Rate Interface secondary Directory number
ISDN BRI Addl Mltipt Term	6.00		BRI	Integrated Services Digital Network Basic Rate Interface Additional multipoint Term
ISDN BRI Channel	6.00		BRI	Integrated Services Digital Network Basic Rate Interface Channel - Telephone Number
ISDN BRI CX Ckt Swc Data	9.35		BRI	Integrated Services Digital Network Basic Rate Interface centrex Circuit Swc Data
ISDN BRI Data Pipe	8.00		BRI	Integrated Services Digital Network Basic Rate Interface Date Pipe - Circuit



SCHEDULE NO. 1 - PRICE LIST

ISDN BRI Port Chg Per Fac	1.52	BRI	Integrated Services Digital Network Basic Rate Interface Port Charge Per Facilities
ISDN BRI Voice Pipe	6.00	BRI	Integrated Services Digital Network Basic Rate Interface Voice Pipe - Circuit
ISDN Calling Line ID	30.00	PRI	Integrated Services Digital Network Calling Line with Number Only
ISDN Calling Line w/Name	30.00	PRI	Integrated Services Digital Network Calling Line with Name and Number
ISDN PRI CkSw DataUse Op2	250.00	PRI	Integrated Services Digital Network Primary Rate Interface CkSw DataUse Op2
ISDN PRI Port Chg Per Fac	23.43	PRI	Integrated Services Digital Network Primary Rate Interface Port Charge Per Facilities
ISDNPRI IntfcArngmt 24B	550.00	PRI	Integrated Services Digital Network Primary Rate; Interface Interface arrangement 24B
ISDNPRI IntfcArngmt 23B + Backup D	550.00	PRI	Integrated Services Digital Network Primary Rate; Interface Interface arrangement 23B + Backup D
ISDNPRI IntfcArngmt 23B+D	550.00	PRI	Integrated Services Digital Network Primary Rate; Interface Interface arrangement 23B+D
LclDtaSvc-IntraxChnThruCO	24.77	PRI	Local Data Service-intra exchange thru Central Office
MACSTAR/CSC Feature-Plan1	0.11	CX/BRI	Multiple Access Customer Station Rearrangement /Customer Service Center Feature-Plan1
Mini Message Board Type I	15.00	REMOTE CALL FORWARDING/CX	Mini Message Board Type I
Non Pub Listing No Chg	-2.57	POTS/CX/BRI	Non Publish Listing No Charge
Non-Published Listing	2.57	POTS/CX/BRI	Non-Published Listing
Off Prem Ext-Sgnl Arrgm C	2.06	CIRCUIT	Off Premise Extention -Signal Arrangement C
Personal receptionist	3.32	POTS/CX/BRI	Personal receptionist
Prem Chn Mtn 1K Series	4.05	CIRCUIT	Premium Channel Maintenance 1K Series
Prem Chn Mtn 2K Series	4.90	CIRCUIT	Premium Channel Maintenance 2K Series
Premium Message Board Type I	10.00	CX/BRI	Premium Message Board Type I



SCHEDULE NO. 1 - PRICE LIST

Prvt Ln-Automatic Ringing	28.66		CIRCUIT	Private Line -Automatic Ringing
Rcf First Path Bus	17.89		CIRCUIT	Remote Call Forwad First Path Bus
Referral Services beyond 12 months	10.00		CX	Referral Services beyond 12 months
Remote Call Forwarding	25.76		Remote Call Forwarding	Remote Call Forwarding
Rotary Number Hunt Bus	15.00		POTS/CX	Rotary Number Hunt Business
SA - HiCap DS1 Handoff	400.00		CIRCUIT	SA - HiCap DS1 Handoff
Sgning-IntraChTrml1/2Dplx	11.77		CIRCUIT	Signaling - Intra Channel Term 1/2 Duplex
Sgning-IntraLcChn1/2Dplx	68.77		CIRCUIT	Signaling -Intra local Channel 1/2Duplex
State of WV-Band A Mig	4.50		CX/BRI	State of WV-Band A Mileage
State of WV-Band B Mig	10.50		CX/BRI	State of WV-Band B Mileage
SupChn-Interexch Chan Trm	54.88		CIRCUIT	Sup Channel -Inter exchange Channel Term
SupChn-Intraexch Chan Trm	15.04		CIRCUIT	Sup Channel -Intra exchange Channel Term
Svc Prov Num Port-ISDN BR	1.52		BRI	Service Proviver Number Port-Integrated Services Digital Network - Basic Rate Interface
Svc Prov Num Port-PRI Pip	23.43		PRI	Service Provider Number Port-Primary Rate Interface Pipe
Svc Provider Num Port	0.70		CX/BRI	Service Provider Number Port
Toll Free Switched	15.00			Toll Free service
Two B-Channel Transfer	75.00		CIRCUIT	Two B-Channel Transfer
VIP Alert	3.50		POTS/CX/BRI	VIP Alert
Voice Mail 30 Min Storage	6.10		CX/BRI	Voice Mail 30 Minute Storage
Voice Mail 45 Min Storage	8.11		CX/BRI	Voice Mail 45 Minute Storage
VoiceGrd-Chan Cond C2 2Pt	43.63		Circuit	Voice Grade-Channel Cond C2 2Pt
WV Contract XRBX3-XRDX3	33.19		BRI	WV Contract XRBX3-XRDX3
WV Contract XRBX5-XRDB5	31.19		BRI	WV Contract XRBX5-XRDB5
WV Contract XRB-XRD	25.69		BRI	WV Contract XRB-XRD
WV Contract XRDX5	31.19		BRI	WV Contract XRDX5



SCHEDULE NO. 1 - PRICE LIST

POTS

Service	Monthly	One Time Charge	Technology	Description- These rates are for legacy services that were ordered on an old contract no longer in existence. These services will be upgraded as our infrastructure can be upgraded, until then the services are billed at tarriff rates. This effects less than 1% of the local service telecommunications billing.
Answer Call 45Mn/Mti Pswd	10.00		POTS	Answer Call 45Minute/multiple password
Bus 1-PrtY BSC Calling Pl	24.50		POTS	Business 1-Party BSC Calling Plan
Bus 1-PrtY Premium Callin	55.00		POTS	Business 1-Party Premium Calling
Bus 1-Pty Frequent Caller	58.95		POTS	Business 1-Pty Frequent Caller
Bus 1-ThriftY Caller Plan	30.95		POTS	Business 1-ThriftY Caller Plan
Business PBX	73.95		PBX	Business private branch exchange
Call Forward Per Line	3.12		POTS	Call Forward Per Line
Call Fwd Fixed-Busy/NoAns	2.00		POTS	Call Forward Fixed-Busy/NoAnswer
Call Restriction - Bus	1.00		POTS	Call Restriction - Business
Class-Caller Name & Num B	9.99		POTS	Class-Caller Name & Number B
DHL Call Restriction	1.00		POTS	DHL Call Restriction
Distinctive Ring	7.50		POTS	Distinctive Ring
Frontier Bus LD MRC	0.95		POTS	Frontier Business Long Distance Monthly Recurring Charge
Frontier Essentials- Busi	5.38		POTS	Frontier Essentials- Business
Frontier Feature5 Pack	11.95		POTS	Frontier Feature5 Pack



SCHEDULE NO. 1 – PRICE LIST

Frontier Wire C	4.99	POTS	Frontier Wire Charge
FTR BUS Basic Voice Mail	7.69	POTS	Frontier Business Basic Voice Mail
G-CX B/Ln W/TT Meas Svc	14.02	CX	G-CX B/Ln W/TT Meas Svc
Hunting	1.40	POTS	Hunting
LD Message Restriction	0.61	POTS	Long distance Message Restriction
No Collect Or 3 Prty Call	2.00	POTS	No Collect Or 3 Party Call
Off Prem Ext-Intral/C-PBX	58.32	PBX	Off Premice Extention -Intral/C-Primary Rate Interface
PBX Frequent Caller Pln	62.65	PBX	Private Branch Exchange Frequent Caller Plan
Remote Call Forwarding	25.25	Remote Call Forwarding	Remote Call Forwarding
Selective Call Rejection	4.70	POTS	Selective Call Rejection
Smrctl-CF Bsy/Noans-Bus	2.57	POTS	Smart calling -Call Forward Busy/No answer-Business



SCHEDULE NO. 1 – PRICE LIST

SURCHARGES

Service	Monthly	One Time Charge	Technology	Description- Add specification regarding Federal FCC Regulated Charges/ County Regulations for 911
Acc Rec Chrg Multi-Ln BRI	varies		BRI	account recovery charge multi line -line Basic rate interface
Acc Rec Chrg Multi-Ln Bus	varies		POTS	account recovery charge multi line -line business
Acc Rec Chrg Multi-Ln Ctx	varies		CX	account recovery charge multi line -centrex
Access-Recovery Chrg-Bus	varies		CX/POTS	account recovery cahrg-busness
Cntrl Off Connect Chrg-Bu	varies	varies		Central Office Connect Charge -Business
Cntrx Fed Sub Ln Chrg	varies		CX	Centrex Federal Subscriber Line Charge
County E911	varies		POTS/CX/BRI/PRI	County E911
County E911 Bus.	varies		POTS/CX/BRI/PRI	County E911 Business
FCC Access Multi Ln Chrg	varies		POTS/CX/BRI	FCC Access Multi Line Charge
Federal USF	varies		POTS/CX/BRI	Federal Universal service fund
FX Mileage Non-Contiguous	varies			Mileage for circuit - varies based on mileage from CO
Interxch I/O Mlg 4Wire	varies		CIRCUIT	Inter-exchange I/O Mileage 4Wire
Interxchg I/O Mlg VocGrd	varies		CIRCUIT	Inter exchange I/O Mlg Voice Grade
Intraxch I/O Mlg 2Wire	varies		CIRCUIT	Intra exchange I/O Mileage 2Wire
Intraxchg I/O Mlg FIDplx	varies		CIRCUIT	Intra exchange I/O mileage full Duplex
Intraxchg I/O Mlg VocGrd	varies		CIRCUIT	Intra exchange I/O mileage Voice grade - 2 Wire
ISDN-BRI Fed Sub Ln Chrg	varies		BRI	Integrated Services Digital Network Basic Rate Interface - Federal Subscriber Line Charge
ISDN-Pri Fed Sub Ln Chrg	varies		PRI	Integrated Services Digital Network Primary Rate Interface - Federal Subscriber Line Charge



SCHEDULE NO. 1 – PRICE LIST

material		varies		Various Materials
Mlti-Ln Sub Ln Chrg Credi	varies		CX	Muliti line Subscriber Line Charge Credit
Mlt-Ln Sub Ln Chg Cr-ISDN	varies		BRI	Multi-Line Federal Subscriber Line Charge - credit
Multi-Ln Fed Sub Ln Chrg	varies		CX	Multi-Line Federal Subscriber Line Charge
Off Prem Ext-InterL/C-CTX	varies		CX	Off Premice Extention -InterL/C-Centrex
Off Prem Ext-IntraL/C-CTX	varies		CX	Off Premice Extention -IntraL/C-Centrex
OffPrmExt-Inter I/O Mlg	varies		CIRCUIT	OffPrmExt-Inter I/O Mlg
OffPrmExt-Inter I/OMlgCTX	varies		CIRCUIT	OffPrmExt-Inter I/OMlgCentrex
OffPrmExt-Intra I/OMlgCTX	varies		CIRCUIT	OffPrmExt-Intra I/OMlgCentrex
Record order charge		varies		Record order charge
Service Order Charge-BUS		varies		Service Order Charge-Business
Sngl-Ln Fed Sub Ln Chrg	varies		POTS/CX/BRI	Single -Line Federal Subscriber Line Charge
Tech labor charge (first 30 minutes 55.00 each additional 30 minutes)		varies		first 30 minutes 55.00 each additional 30 minutes
Traffic Study charge		varies		Traffic Study charge
WV Telecom Relay	varies		POTS/CX/BRI	WV Telecom Relay





SCHEDULE NO. 1 – PRICE LIST

DSL Service	Monthly	Internet access over DSL for Centrex lines
Modem Monthly fee	4.99	
Internet Security Suit Optional Package	5.99	
Additional charge for the 5 IP block	20.00	
DSL 1.5M Dynamic	29.99	
DSL Max 6.0M / 768K	35.00	
DSL 3.0M Basic Dynamic	39.99	
DSL 3.0M Dynamic	42.99	
Bus INET Static	53.99	
DSL 3.0M Static 1 IP	79.99	
DSL 6.0M Static 1 IP	79.99	
DSL 10.0M Dynamic	79.99	
DSL 3.0M Static 5 IP	79.99	
DSL 10.0M Static 1 IP	149.99	
Lite ** 3/512K	39.99	
Max ** 7/1M	49.99	
Ultra ** 15/1M	64.99	
Ultra Plus ** 15/2M	79.99	
Ultimate ** 20/1M	94.99	
Ultimate Plus ** 20/3M	109.99	
Extreme ** 30/1M	124.99	
Extreme Plus ** 40/10M	139.99	
**All products are Dynamic IP -Static IP add \$10.00 per month	10.00	



SCHEDULE NO. 1 - PRICE LIST

Frontier Communications of America, Inc.	State of West Virginia - Department of Administration - Office of Technology
Frontier's Signature: 	Customer's Signature: 
Printed Name: MICHAEL C. FLYNN	Printed Name: Justin T. McAllister
Title: AREA PRESIDENT	Title: CFO
Date: JANUARY 27, 2015	Date: 1/30/2015
Contractual Notice: Frontier Communications 180 S. Clinton Avenue, 7 th Floor Rochester, NY 14646-0700 Attn: Legal Department	Contractual Notice: WVDT PO Box 50110 Charleston, WV 25305 Attn: Procurement



Melanie Lopez
State of West Virginia
Office of Technology
1900 Kanawha Blvd E
Charleston, WV 25305

Re: Continued Voice/Centrex Services

Dear Ms. Lopez:

Frontier Communications of WV is in agreement with your findings as outlined in the DAIN INFO SHEET 2014. As noted, Frontier is the ILEC (Incumbent Local Exchange Carrier) for the vast majority of West Virginia. Specifically, Frontier serves all 55 counties with more than 95% coverage of the entire state of West Virginia. This scope and coverage is unmatched by any other telecommunications vendor. Frontier owns the largest copper wire communications infrastructure in West Virginia. This widespread infrastructure is built primarily of twisted-pair copper wire which is combined with fiber optic cables that originate from the telecommunications central offices in each community to serve the individual and unique customer facilities. Frontier provides unmatched land-line based voice services at the industry's highest levels of quality and service to the State of WV. For many years, this valuable infrastructure asset has been maintained and supported by our West Virginia workforce of more than 2,000 employees.

Due to the overwhelming scope, coverage, and saturation of the Frontier traditional TDM voice service infrastructure, along with the industry migration toward IP packet switched technology, it is virtually inconceivable that any competing vendor would allocate the necessary investment toward a historic TDM voice service network to match the services currently provided to the state of West Virginia via the Centrex (or DAIN) contract with Frontier Communications.

Frontier appreciates the opportunity to provide telecommunications services to the state of West Virginia.

Sincerely,

A handwritten signature in black ink that reads "Mitch B. Carmichael".

Mitch Carmichael
Sales Director - WV
Frontier Communications
1500 MacCorkle Av
Charleston, WV 25396
304-357-7855



Territorial Boundaries of West Virginia Exchange Carriers

December 2011



LEGEND

- LOCAL EXCHANGE OFFICE
- ▲ THEORETICAL OFFICE


INDEX OF TELEPHONE COMPANIES

- FRONTIER COMMUNICATIONS WV
- ARMSTRONG NORTHERN TELEPHONE COMPANY
- UNASSIGNED AREA
- ARMSTRONG TELEPHONE COMPANY
- HARDY TELEPHONE COMPANY
- SPRUCE KNOB SENECA ROCKS TELEPHONE COMPANY
- WAR TELEPHONE COMPANY
- WEST SIDE TELEPHONE COMPANY

CERTIFICATION AND SIGNATURE PAGE

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

FRONTIER COMMUNICATIONS OF AMERICA, INC
(Company)


(Authorized Signature) (Representative Name, Title)

304-345-8080 / 304-346-8821 1/27/2015
(Phone Number) (Fax Number) (Date)