



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

Purchase Order

PURCHASE ORDER NO. DATA05B

PAGE 1

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R 761

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

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Purchasing Division's File Copy

INVOICE TO

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

VENDOR

*318142316 304-728-2031
 FRONTIER COMMUNICATIONS OF WV
 1 WV CENTER

 CHARLES TOWN WV 25414

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
02/01/2005	NET 30	061449041			
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			OPEN-END CONTRACT		
	TO PROVIDE DATA CIRCUITS STATEWIDE INCLUDING CIRCUITS FOR THE DEPARTMENT OF EDUCATION K-12 COMMUNITY AND THE PUBLIC LIBRARY COMMISSION.				
	ALL IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS THAT ARE HEREBY INCORPORATED BY REFERENCE.				
	1) REQUEST FOR QUOTATION (RFQ), DATED NOVEMBER 22, 2004 AS RELEASED BY THE PURCHASING DIVISION;				
	2) ADDENDUM NUMBER 01 TO THE RFQ, DATED DECEMBER 6, 2004 AS RELEASED BY THE PURCHASING DIVISION.				
	3) ADDENDUM NUMBER 02 TO THE RFQ, DATED DECEMBER 13, 2004, AS RELEASED BY THE PURCHASING DIVISION.				
	ORDERING PROCEDURE: ALL REQUESTS FOR SERVICE SHALL BE MADE BY IS&C VIA AN IS&C APPROVED TELECOMMUNICATIONS CHANGE REQUEST (TCR) TO THE VENDOR. ALL USERS MUST CONTACT IS&C TO OBTAIN SERVICES UNDER THIS CONTRACT.				
	EXHIBIT 3				

WV State Purchasing Division
 Administration Unit
 Certified Encumbered

FEB 03 2005

John H. Miller

MICROFILMED

FEB 03 2005

ENTERED

OPEN END

TOTAL

CHARLIE MILLER 304-558-2596

BY *Loren Miller* PURCHASING DIVISION AUTHORIZED SIGNATURE

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED FOR ONE FISCAL YEAR
Savannah Wayfield
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

2/2/05



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER			
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON FEBRUARY 1, 2005 AND EXTENDS THROUGH JUNE 30, 2007 OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>					

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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V E N D O R	*318142316 304-728-2031 FRONTIER COMMUNICATIONS OF WV 1 WV CENTER CHARLES TOWN WV 25414
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S H I P T O	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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BEST WAY	DESTINATION	PREPAID	MUL - MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.					
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)					
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.					
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.					
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES					

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 EXHIBIT 5 FOR CONVERSION OF CIRCUITS: NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE APPLICABLE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT						

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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	06/30/2007	JB	205-39		
<p>OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>PER ATTACHED PRICE QUOTES</p>					

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**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

MANDATORY PRICE QUOTE B FOR EXISTING CIRCUITS - MONTHLY COSTS WITH SEPARATE INSTALL COSTS*
 Geographical Area One

Circuit type	Geographical Area 1	
	Monthly Circuit Cost with SEPARATE Install Costs	Install Costs
	(b1)	(b2)
	Circuit Costs	Install Costs
2.4 DDS MP	\$ 82.00	\$ 0
56Kb FR	\$150.00	\$ 0
1.54Mb FR (768CIR)	\$400.00	\$ 0
1.54Mb FR (128CIR)	\$400.00	\$ 0
1.54Mb ATM (DS1)	\$575.00	\$ 0
1.54Mb PP	\$575.00	\$ 0
DS-3 ATM - 45Mb	\$3640.00	\$ 0
AP = Multi Point		PP = Point to Point

³ Monthly Cost will include unlimited usage within the same Central Office (CO)
⁴ Monthly Cost will include unlimited usage within the same Central Office (CO)

For per minute pricing outside of the CO, refer to Misc. Cost Sheet.
 For per minute pricing outside of the CO, refer to Misc. Cost Sheet.
 Page 6

OPTION 1 - MANDATORY PRICE QUOTE FOR NEW CIRCUITS*
Geographical Area One

Circuit type	Geographical Area 1 Monthly Circuit Cost	
	(b1) Circuit Costs	(b2) Install Costs
2.4 DDS MP	\$ 82.00	\$ 0
9.6 DDS MP	\$105.00	\$ 0
19.2 DDS MP	\$105.00	\$ 0
19.2 DDS PP	\$105.00	\$ 0
56Kb DDS MP	\$150.00	\$ 0
56Kb DDS PP	\$150.00	\$ 0
56Kb FR	\$150.00	\$ 0
1.54Mb DDS MP	\$400.00	\$ 0
1.54Mb DDS PP	\$400.00	\$ 0
1.54 Mb FR (768K CIR)	\$400.00	\$ 0
1.54Mb FR (128CIR)	\$400.00	\$ 0
each 128KCIR increment	\$ 6.00	\$ 0
1.54Mb ATM (DS1)	\$575.00	\$ 0
1.54Mb PP	\$575.00	\$ 0
DS-3 FR -- 4 Mbps	\$2000.00	\$ 0
DS-3 FR -- 6 Mbps	\$2400.00	\$ 0
DS-3 FR -- 22Mbps	\$2850.00	\$ 0
DS-3 FR - 45Mbps	\$3640.00	\$ 0
DS-3 ATM w/10 Mb CBR	\$3250.00	\$ 0
DS-3 ATM w/5Mb Increment VBR	\$ 3235.00	\$ 0
DS-3 ATM w/5Mb Increment CBR	\$ 3250.00	\$ 0
DS-3 ATM - 45Mb	\$3640.00	\$ 0

OPTION 1 - MANDATORY PRICE QUOTE FOR NEW CIRCUITS*
 Geographical Area One

Circuit type	Geographical Area 1 Monthly Circuit Cost	
	(b1) Circuit Costs	(b2) Install Costs
ISDN BRI ⁹	\$ 70.00	\$ 0
ISDN PRI ¹⁰	\$800.00	\$ 0
NEW CIRCUIT TOTAL		
MP = Multi Point		PP = Point to Point

⁹ Monthly Cost will include unlimited usage within the same Central Office (CO)
¹⁰ Monthly Cost will include unlimited usage within the same Central Office (CO).

For per minute pricing outside of the CO, refer to Misc. Cost Sheet.
 For per minute pricing outside of the CO, refer to Misc. Cost Sheet.

MANDATORY PRICE QUOTE FOR MISCELLANEOUS CHARGES*

To meet the requirements of this RFQ, the vendor shall identify any additional costs. Those cost items noted as "Part of Evaluation" will be included in determining the vendor's overall total cost. If charges are not identified, it is the Vendor's intent to provide these services at no additional charge to the State.

Service	Billing Rate	Billing Unit (i.e. per acct, media, per foot, etc.)
	(a)	(b)
Electronic Media – Monthly	\$ 0	Per media
Processing TCR's/Work Orders	\$ 0	Per TCR
BRI usage per minute ¹³	\$.10	Per min.
PRJ usage per minute ¹⁴	\$.10	Per min.
Mapping Charge (Section III A.4 and B.3)	\$ 0	Per occurrence
Other Charges (Please describe):	No other Charges	No other Charges

Extension of demark	\$60	Per Hour-Per person
Expedited Services (15/22 days)	\$1000	Per Occurrence
Service Level Guarantees (other than base guarantees) per circuit, as described in section IV.B	See Frontier "Response Addendum RA1" Section IV.B	No Bid
Regulatory Fees (Not Administrative Fees) – Section VII.A.2	See Response Addendum RA5	See Response Addendum RA5
Other Charges (Please Describe):	See Response Addendum RA5	See Response Addendum RA5

¹³This price is to reflect the usage pricing OUTSIDE of the Central Office (CO).

¹⁴This price is to reflect the usage pricing OUTSIDE of the Central Office (CO). The Monthly Cost quoted on Price Quote A &/or B is to include unlimited usage within the same CO.

DATA05
STATEWIDE E-RATE COSTS

FOR EXISTING CIRCUITS

Circuit Type	Circuit Cost	Install Cost
2.4 DDS MP	\$82.00	\$0.00
56Kb FR	\$150.00	\$0.00
1.54Mb FR (768CIR)	\$380.00	\$0.00
1.54Mb FR (128CIR)	\$380.00	\$0.00
Each 128KCIR increment	\$4.00	\$0.00
1.54Mb ATM (DS1)	\$525.00	\$0.00
1.54Mb PP	\$395.00	\$0.00
DS-3 FR - 4 Mb	\$2,000.00	\$0.00
DS-3 FR - 22Mb	\$2,850.00	\$0.00
DS-3 FR - 45Mb	\$3,640.00	\$0.00
DS-3 ATM - 45Mb	\$3,640.00	\$0.00
OC-3 ATM - 155 Mb	\$7,000.00	\$0.00
ISDN BRI	\$55.00	\$0.00
ISDN PRI	\$650.00	\$0.00

DATA05
STATEWIDE E-RATE COSTS

FOR NEW CIRCUITS

Circuit Type	Circuit Cost	Install Cost
2.4 DDS MP	\$82.00	\$0.00
9.6 DDS MP	\$105.00	\$0.00
19.2 DDS MP	\$105.00	\$0.00
19.2 DDS PP	\$105.00	\$0.00
56Kb DDS MP	\$135.00	\$0.00
56Kb DDS PP	\$135.00	\$0.00
56Kb FR	\$150.00	\$0.00
1.54Mb DDS MP	\$395.00	\$0.00
1.54Mb DDS PP	\$395.00	\$0.00
1.54 Mb FR (768K CIR)	\$380.00	\$0.00
1.54Mb FR (128CIR)	\$380.00	\$0.00
each 128KCIR increment	\$4.00	\$0.00
1.54Mb ATM (DS1)	\$525.00	\$0.00
1.54Mb PP	\$395.00	\$0.00
DS-3 FR - 4 MbPS	\$2,000.00	\$0.00
DS-3 FR - 6 MbPS	\$2,400.00	\$0.00
DS-3 FR - 22MbPS	\$2,850.00	\$0.00
DS-3 FR - 45MbPS	\$3,640.00	\$0.00
DS-3 ATM w/ 10 Mb CBR	\$3,250.00	\$0.00
DS-3 ATM w/5Mb Increment VBR	\$3,235.00	\$0.00
DS-3 ATM w/5Mb Increment CBR	\$3,250.00	\$0.00
DS-3 ATM - 45Mb	\$3,640.00	\$0.00
ISDN BRI	\$55.00	\$0.00
ISDN PRI	\$650.00	\$0.00

AGREEMENT ADDENDUM

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

- 1 **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2 **HOLD HARMLESS** - Any clause 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** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7 **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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 **ATTORNEY FEES** - 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
- 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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17 **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 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 **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: ISEC

Signed: Heather A. Connolly

Title: Deputy Secretary

Date: 8-2-05

VENDOR

d. b. a. Frontier

Company Name: CITIZENS TELECOMMUNICATIONS CO. OF WEST VIRGINIA

Signed: Margaret E. A.

Title: RSVP

Date: 1/7/05