



STANDARD CONTRACT

Contract Number: **R23002**

This contract entered into this 20th day of May, 2022, by **Citizens Telephone Cooperative**, located at Floyd, VA 24091, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

- I. WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide Internet Broadband services to Radford University as set forth in the Contract Documents.
- III. TERM OF CONTRACT:** From May 31, 2022, through May 30, 2025 with Six (6) one-year renewal options or as negotiated, to include all contractual provisions contained herein.
- IV. THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 1. This signed Radford University Standard Contract. Document;
 2. **Attachment A:** Radford University's Request for Proposal (RFP) R22-007 dated March 7, 2022, Addendum No. 1 dated March 24, 2022;
 3. **Attachment B:** Contractor's Proposal signed and dated April 4, 2022; and response to Clarification Questions date April 20, 2022
 4. **Attachment C:** Negotiation Summation:
 - A. Negotiation Points May 5, 2022, Appendix A;
 - B. Negotiation Points May 16, 2022 Appendix B
 5. This Standard Contract identifies terms negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal R#R22-007, The Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.
- V. FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.

The Contractor will provide Radford University with the following per Negotiation Points May 16, 2022, Appendix B document.

1Gbps connection burstable to 10 Gbps for \$1,700 per month

SIP Session 1-25 and or 26-50 thresholds will be provided to the University at \$20.95 per SIP per month.

Original Financial Proposal as provided in RFP response:



FINANCIAL PROPOSAL:

Dedicated Internet Service Pricing

	1 Gbps	5 Gbps	10Gbps	20Gbps (LAG)
One-Time Setup Installation	\$0.00	\$0.00	\$0.00	\$0.00
Recurring - Monthly Cost	\$2,000.00	\$4,500.00	\$8,000.00	\$15,000.00

SIP Costs

One Time SIP Setup / Installation Cost for Main Campus	\$0.00
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (Main Campus)	\$500.00
Domestic Long distance per minute	\$0.03
International Long Distance per minute.	\$0.25
DID Monthly Cost (per hundred)	\$11.50

SIP Sessions

	1-25	26-50	51-100	101-200	200
MRC per SIP Session based on total # of sessions (metered)	\$21.95	\$17.95	\$14.95	\$11.95	\$11.95
MRC per SIP Session based on total # of sessions (unlimited)	\$26.95	\$22.95	\$19.95	\$16.95	\$16.95

- Citizens can only quote Internet pricing at the Main Campus
- Citizens can only quote SIP Sessions at the Main Campus

VI. Contract Administration: Radford University will assign the Director of IT Infrastructure as the Contract Administrator upon final execution of the contract.

VII. Commonwealth of Virginia GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

This solicitation and any resulting contract are subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at www.vascupp.org.

1. **ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).
2. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §10 of the Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rule §36).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University, and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
4. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

5. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
7. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
8. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
9. **CONTROLLING VERSION OF SOLICITATION:** The original version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the bidder or offeror shall not modify the original version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the bidder or offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.

10. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
11. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
12. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract. (Governing Rule §11).
13. **EO/AA STATEMENT:** If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.
14. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
15. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors should self-register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.
16. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
17. **FEDERAL GRANTS:** The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.

18. **FORCE MAJEURE:** The performance of the contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.
20. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor; or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or failure of the issuing agency to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
21. **MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS:** Failure to submit a response on Radford University's form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a response.
22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder/offeree, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.
23. **PAYMENT:**
1. **Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
 - c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
- 2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan as specified in the contract documents and is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the University or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

24. **PRECEDENCE OF TERMS:** The following paragraphs of these General Terms and Conditions shall apply in all instances: **Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment.** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.

26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response.

28. **TAXES:** Sales to the Commonwealth of Virginia and Radford University are normally exempt from state sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789

29. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.

VIII. ADDITIONAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number		Solicitation Number
City, State, Zip Code		Solicitation Title

Name of Procurement Officer:

The envelope should be addressed to:

RADFORD UNIVERSITY
Procurement and Contracts Department
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page
Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Contract Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: _____ Subcontractors Name: _____

License #: _____ Type: _____

4. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

5. **CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon Contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all University owned facilities, equipment and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

6. **INSURANCE:**

By signing and submitting a Proposal under this solicitation, the Offeror/Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the *Code of Virginia*. The Bidder/Offer further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Contract Officers, (✓) check all boxes that are applicable to the good/service you are procuring.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- ☐ Worker's Compensation - Statutory requirements and benefits.
- ☐ Employers Liability - \$100,000.00
- ☐ Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.

7. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

8. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
9. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University upon written agreement of both parties for (one year)/ (6 six successive one-year periods or as negotiated) based on negotiated pricing, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.
10. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.
11. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the Contract.
12. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Radford University by any other term of this solicitation. A copy of this warranty must be furnished with the Proposal.
13. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
14. **CERTIFICATION TESTING PERIOD:**
Systems: The system specified in the Contract shall be considered ready for testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the Proposal. The 30 day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

HARDWARE: Equipment provided here in shall be subject to inspection and a 30-day testing period by the University. Contractor equipment which is found to not meet the specifications or other requirements of the Contract may be rejected and returned to the vendor at no cost (including return transportation) by the University. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the Contract specifications and other requirements, or the nonexistence of potential latent defects.
15. **CONFIDENTIALITY:**
 Radford University agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with rule Governing Rule §34 – "*Public Inspection of certain records*" located in

the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as “proprietary” either prior to or at the time of submission to the University.

16. DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY:

The Contractor will take reasonable measures, including audit trails, to protect University Data, as stated in the Proposal, against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”

The Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.

The Contractor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

17. DATA PRIVACY:

The Contractor will use University Data only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Contract or as otherwise required by law.

University Data will not be stored outside the United States without prior written consent from the University.

The Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Contract. The Contractor will ensure that the Contractor’s employees who perform work under this Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Contract. If the Contractor will have access to the University’s Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. The Contractor will use the Education records only for the purpose of fulfilling its duties under this Contract for University’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

18. DATA SECURITY:

The Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

19. DISCLOSURE: Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the prior written permission of the University.

20. EQUIPMENT ENVIRONMENT: Environmental specifications for any equipment to be delivered under the resulting Contract shall be furnished in writing along with the vendor’s Proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency’s responsibility to prepare the site at its own expense to meet the environmental specifications provided.

21. **NO END USER CONTRACTS:** This Contract is the entire Contract between the University (including University employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use contracts or other contracts or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such contracts shall be null, void and without effect, and the terms of this Contract shall apply.
22. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians.
23. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the Contract to another location, the University reserves the right to do so at its own expense. If Contractor supervision is required, the University will provide prior written notice of the move at least thirty days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the University. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

24. REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:

1. Except as otherwise expressly prohibited by law, the Contractor will:
 - a. Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University Data;
 - b. Consult with the University regarding its response;
 - c. Cooperate with University requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - d. Upon University request, provide said with a copy of its response.
1. The Contractor will make itself and any employees, contractors or agents assisting the Contractor in the performance of its obligations under the Contract available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this contract. This shall include any data preservation or eDiscovery required by the University.
2. The University may request and obtain access to University Data and related logs at any time for any reason.

25. SECURITY BREACH:

1. Response. Immediately (within one calendar day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
2. Liability. In addition to any other remedies available to the University under law or equity, the Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or Contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

26. WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the Contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

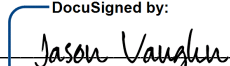
This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal R#R22-007, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: Citizens Telephone

Print Name: Jason Vaughn

Title: Sales Engineer / WAN Tech

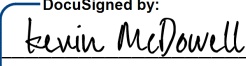
Signature:  DocuSigned by: Jason Vaughn

Date: 5/20/2022 8:37 AM PDT

RADFORD UNIVERSITY

Print Name: Kevin McDowell

Title: Sr. Contract Officer

Signature:  DocuSigned by: Kevin McDowell

Date: 5/20/2022 1:05 PM EDT

Attachment A:

Radford University's Request for Proposal (RFP) R22-007 dated March 7, 2022

Addendum No. 1 dated March 24, 2022.



REQUEST FOR PROPOSAL # R22-007

TITLE: INTERNET BROADBAND SERVICE

DATE: MARCH 7, 2022

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**OR PROPOSAL (RFP)
RFP # R22-007****GENERAL INFORMATION FORM**

QUESTIONS/INQUIRIES: All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kevin McDowell
Phone: (540) 831-5356
Email: dkmcdowel@radford.edu

An **optional** pre-proposal conference will be held (**March 21, 2022**) at (**9:00am Eastern Time**) via a Zoom link and phone dial in. Please contact Kevin McDowell by **March 15th 3:00pm** if you plan to join the call. Most all connectivity locations for this service are assessable to the public, if you feel you need a site visit please contact Kevin McDowell by March 15th 3:00pm.

Written questions to be submitted via email no later than: **March 15th, 2022 by 3:00pm Eastern Time**

DUE DATE: Proposals will be received until **April 6th, 2022** up to and including **3:00 PM Eastern Time**

LATE PROPOSALS: To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will **not** be given consideration. The University is **not** responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

ADDRESS: Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department
P. O. Box 6885 (if via mail)
David E. Armstrong Complex, 501 Stockton St. (if via courier)
Radford, VA 24142-6885.

Identify the envelope package as instructed in **Attachment A – Terms and Conditions**.

PRE-PROPOSAL CONFERENCE: A optional pre-proposal conference will be held on (**March 21st, 2022**) at (**9:00am Eastern Time**). See Section (12) for additional information please contact Kevin McDowell by **March 15th 3:00pm** if you plan to join the call.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

TYPE OF BUSINESS: (Please check all applicable classifications). In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSB certification number. For assistance with SWaM certification, visit the SBSB website at <https://www.sbsd.virginia.gov/>

_____ **Large**

_____ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

_____ 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

_____ **Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		EMAIL ADDRESS	
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER	EVA VENDOR ID NUMBER
			VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER

I acknowledge that I have received the following addenda posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply.)

SIGNATURE: _____ **DATE:** _____

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1. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Internet Broadband Service for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. CONTRACT PERIOD:

The term of this contract is for (3) three years, or as negotiated. There will be an option for (6) six-one year renewals, or as mutually negotiated.

4. BACKGROUND**Radford University Background:**

Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

Specific Background: Radford University currently spreads bandwidth across three separate Internet connections. One of these connections is a 3 Gbps connection provided via a partnership with Virginia Tech (VT). This connection utilizes a dark fiber connection between Radford University and Virginia Tech. Radford University also utilizes a 5 Gbps connection via another provider as a secondary connection and a 2 Gbps connection via another provider. Traffic is split between these connections and BGP routing allows for automatic failover if one of these connections becomes unavailable.

Radford University has an IPV4 address assignment of 137.45.0.0/16, IPV6 address assignment of 2620:10C:D000::/44 and BGP ASN Number 13783 and does not need the vendor to provide these items.

5. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM: The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email eVACustomerCare@DGS.Virginia.gov

6. CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Refer to **Attachment C**, Zone Map, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be assigned at time of award.

8. STATEMENT OF NEEDS:

A. Detailed Needs

Internet Bandwidth continues to grow each year. Due to this rapid growth, Radford University desires to partner with vendor[s] that can provide a robust and reliable Internet connection that can be easily and quickly scaled as bandwidth needs grow. Radford University desires to partner with a vendor[s] for a scalable solution that provides the University with transport and commodity Internet connectivity that enables 99.9% availability. The initial connection speed will depend on pricing, but the University desires to start with a connection speed of 5 Gb/s.

Radford University operates a Cisco CUCM based VoIP system. Proposals should include any SIP services you can offer along with monthly line costs, any long-distance charges and DID costs. In addition, Radford University maintains a site in Roanoke at the Carilion Community Hospital Building 101 Elm Avenue, Roanoke Virginia. We would like to be able to provide SIP connectivity for this location as well, so please include any options for both Internet and SIP connectivity at this site.

Based on current usage patterns, we anticipate needing 135 concurrent SIP sessions on main campus and 30 concurrent SIP sessions in Roanoke. The ideal solution would allow a failover to of all SIP sessions to either site and would use our existing 10 Gb/s connection between campuses.

B. Possible Connection Locations

Vendor should include the planned location[s] and any other available locations they can connect to the RU campus in their proposal. You may use the campus map to help determine the location of these buildings. Campus map may be obtained at the following website: [Maps and Directions for Main Campus | Parking and Transportation | Radford University](#)

Several possible locations with current facilities for connections to main campus include

1. 501 Stockton Street, Radford, VA 24142
2. Jefferson Hall, 205 Tyler Ave, Radford VA 24142 (Verizon Address Location: AHN:1, Radford University, Radford, VA 24142, Radford University, TAR CODE: 610 244)
3. Moffett Hall(, 504 Adams St., Radford, VA 24142
4. Other Locations around campus would be evaluated based on your proposal.

C. Optional Internet Connectivity to Selu Conservancy

The Radford University Selu Conservancy, located at 3215 Dry Valley Road, Radford, VA 24141, is a conference facility with an Observatory. This facility is approximately 1.2 miles from Dry Valley Road. We currently have a ~70-foot wooden pole located at this facility. (Approximate GPS location of this pole is 37.090152, -80.557271.) We would like to provide bi-directional high-speed Internet connectivity to this location. If your company has an innovative solution for fiber or wireless connectivity to this facility, please provide any proposed solutions and costs.

D. Technical Response Requirements :

Proposals should include the following detailed technical information.

- An overview of your proposed path for Internet connectivity along with what portions of this path are buried vs. aerial.
- An overview of the location(s) where your connection will connect to the Internet backbone.
- A copy of your service level agreement, specifically including details concerning outages
- Contact information and hours of operation for your Network Operations Center.
- Timeline for installation and acceptance testing
- A summary of the timeline required for any future upgrades to a higher bandwidth.
- An overview of how your connection can be scaled beyond 10 Gb/s if needed.
- Pricing for any SIP telephone connectivity options you have over this connection. Please describe what services are available as part of this SIP offering including long distance capabilities and DID costs.
- Any agreements or documents that you will require to be included in a resulting contract with Radford University.

9. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- a. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.
- b. ***Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov>.

A. Selection Criteria:

Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	15
2	Quality of products/services offered and suitability for the intended purposes.	20
3	Specific plans or methodology to be used to provide the products/services.	15
4	Financial (Cost)	40
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

B. Award to Multiple Offerors:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected Radford University shall select the Offerors which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University reserves the right to make multiple awards as a result of this solicitation. Radford University may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Radford University determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Attachment B** for sample contract form.

11. PROPOSAL PREPARATION AND SUBMISSION:**A. GENERAL INSTRUCTIONS:**

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
 - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked **"Redacted Copy"**
 - d. Response shall be submitted to:

Radford University
Procurement and Contracts Department
Attn: Kevin McDowell
 P.O. Box 6885
 David E. Armstrong Complex
 501 Stockton Street
 Radford, VA 24142-6885

Identify the envelope/package as instructed in Attachment A – Terms and Conditions

No other distribution of the proposal shall be made by the Offeror.

B. PROPOSAL PREPARATION:

- a. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.
- g. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

Submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

12. OPTIONAL PRE-PROPOSAL CONFERENCE

- A. An **optional** pre-proposal conference will be held (**March 21, 2022 at 9:00am Eastern Time**) via a Zoom link and phone dial in. Please see Pre-Proposal Conference section on page 2 for direction.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the conference.

- B. The purpose of the pre-proposal conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that will be published on [eVA - Virginia's eProcurement Portal](#). The Addendum will include any updates to the RFP, including changes as well as responses to questions presented.

Attendance at the conference will be via teleconference. Contact the Contract Officer identified in General Information, subsection Questions, of this document if you wish to attend the conference via teleconference.

13. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to accts payable@radford.edu. Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

**RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the [Commonwealth of Virginia Prompt Pay Act](#).

14. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
15. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
16. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.

17. ATTACHMENTS:

Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form
Attachment C – Zone Map for Cooperative Contracts
Attachment D – Sample Financial Proposal

TERMS AND CONDITIONS**GENERAL TERMS AND CONDITIONS:****See:**[**GENERAL TERMS AND CONDITIONS.pdf**](#)**ADDITIONAL TERMS AND CONDITIONS:**

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From

Name of Offeror	Due Date	Time Due
<hr/>		
Street or Box Number	Solicitation Number	
<hr/>		
City, State, Zip Code	Solicitation Title	
<hr/>		
Name of Procurement Officer:		
<hr/>		

The envelope should be addressed to:

RADFORD UNIVERSITY
Procurement and Contracts Department
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page
Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Contract Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: _____ Subcontractors Name: _____

License #: _____ Type: _____

4. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee

any employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

5. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon Contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all University owned facilities, equipment and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

6. INSURANCE:

By signing and submitting a Proposal under this solicitation, the Offeror/Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the *Code of Virginia*. The Bidder/Offer further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Contract Officers, (✓) check all boxes that are applicable to the good/service you are procuring.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- ☐ Worker's Compensation - Statutory requirements and benefits.
- ☐ Employers Liability - \$100,000.00
- ☐ Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.

7. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
8. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
9. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University upon written agreement of both parties for (one year)/ (6 six successive one-year periods or as negotiated) based on negotiated pricing, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

10. **SAFETY:** The Contractor shall be responsible for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.
11. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the Contract.
12. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Radford University by any other term of this solicitation. A copy of this warranty must be furnished with the Proposal.
13. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
14. **CERTIFICATION TESTING PERIOD:**
Systems: The system specified in the Contract shall be considered ready for testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the Proposal. The 30 day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- HARDWARE:** Equipment provided here in shall be subject to inspection and a 30-day testing period by the University. Contractor equipment which is found to not meet the specifications or other requirements of the Contract may be rejected and returned to the vendor at no cost (including return transportation) by the University. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the Contract specifications and other requirements, or the nonexistence of potential latent defects.
15. **CONFIDENTIALITY:**
Radford University agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with rule Governing Rule §34 – "*Public Inspection of certain records*" located in the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the University.
16. **DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY:**
The Contractor will take reasonable measures, including audit trails, to protect University Data, as stated in the Proposal, against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

The Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.

The Contractor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

17. DATA PRIVACY:

The Contractor will use University Data only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Contract or as otherwise required by law.

University Data will not be stored outside the United States without prior written consent from the University.

The Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Contract. The Contractor will ensure that the Contractor's employees who perform work under this Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Contract. If the Contractor will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. The Contractor will use the Education records only for the purpose of fulfilling its duties under this Contract for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

18. DATA SECURITY:

The Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

19. DISCLOSURE: Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the prior written permission of the University.

20. EQUIPMENT ENVIRONMENT: Environmental specifications for any equipment to be delivered under the resulting Contract shall be furnished in writing along with the vendor's Proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.

21. NO END USER CONTRACTS: This Contract is the entire Contract between the University (including University employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use contracts or other contracts or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such contracts shall be null, void and without effect, and the terms of this Contract shall apply.

22. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians.

23. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the Contract to another location, the University reserves the right to do so at its own expense. If Contractor supervision is required, the University will provide prior written notice of the move at least thirty days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the University. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

24. REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:

1. Except as otherwise expressly prohibited by law, the Contractor will:
 - a. Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University Data;
 - b. Consult with the University regarding its response;
 - c. Cooperate with University requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - d. Upon University request, provide said with a copy of its response.
2. The Contractor will make itself and any employees, contractors or agents assisting the Contractor in the performance of its obligations under the Contract available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this contract. This shall include any data preservation or eDiscovery required by the University.
3. The University may request and obtain access to University Data and related logs at any time for any reason.

25. SECURITY BREACH:

1. **Response.** Immediately (within one calendar day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
2. **Liability.** In addition to any other remedies available to the University under law or equity, the Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or Contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

26. WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the Contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

SAMPLE CONTRACT FORM
Standard Contract form for reference only
Offerors do not need to fill in this form.



STANDARD CONTRACT

Contract Number: **Rxxxxx**

This contract entered into this ____ day of _____, 20__, by _____, located at (**insert complete physical address**), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide _____ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From _____ through _____ with _____ (**number of years**) year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Request for Proposal (RFP) **Rxx-xxx** dated _____, Addendum **xxx** dated _____
 (list all addendums in this format).

Contractor's Proposal signed and dated _____

Negotiation Summation: (**List each document by title and execution date**)

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (***Note: If advantageous you can list compensation here.**)

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

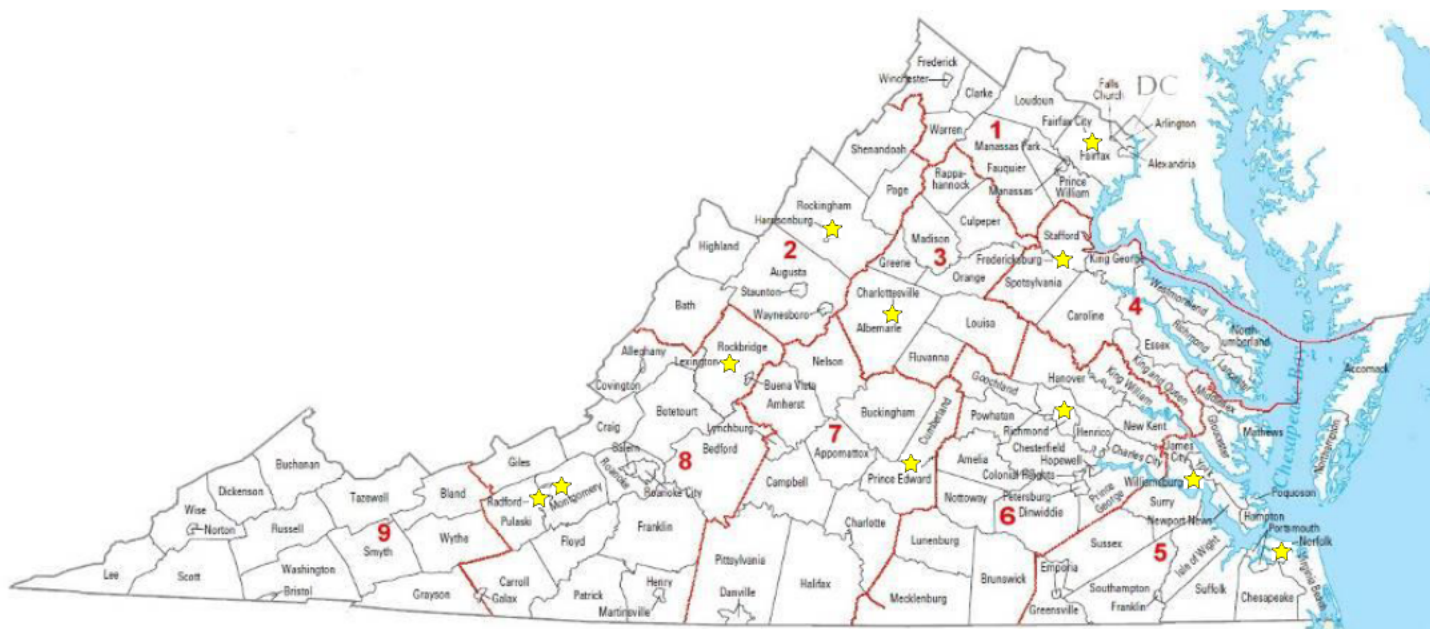
Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Zone Map**Virginia Association of State College & University Purchasing Professionals (VASCUPP)****List of member institutions by zones**

<u>Zone 1</u> George Mason University	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.
Offerors shall identify **all** costs associated with providing the services as specified in this document.

- A. Offerors should submit a fixed pricing as applicable. The hourly rates should be a schedule of hourly labor rates categorized by labor categories appropriate to perform the services requested. All labor rates shall be inclusive (fully burdened) to include all direct labor, indirect costs, travel, and profit.
- B. Offerors are encouraged to include pricing incentives and relative discounts.

FINANCIAL PROPOSAL:

*Note: The Financial Proposal may be applied to the Offeror's form/template and included in their proposal.

Dedicated Internet Service Pricing

	1 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps	100 Gbps
One-Time Setup Installation						
Recurring - Monthly Cost						

SIP Costs

One Time SIP Setup / Installation Cost for Main Campus	
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (Main Campus)	
One Time SIP Setup / Installation Cost for RUC Campus	
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (RUC Campus)	
Domestic Long distance per minute if there is a charge.	
International Long Distance per minute.	
DID Monthly Cost	

SIP Sessions

	1-25	26-50	51-100	101-200	200+
Monthly Cost Per SIP Session based on total number of sessions.					

Please describe if SIP sessions can be shared between RUC and Main Campus or if Radford will need to define a separate count for each site.

Please include pricing if you are able to quote the Optional Internet Connectivity to Selu Conservancy and any cost associated with Installation.



Addendum Number 1

Date: March 24, 2022

Reference Request For Proposal Number:	R22-007
Commodity:	Internet Broadband Service
Dated	March 7, 2022
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	April 6, 2022 3:00pm Eastern

Amendment:

No Amendments to the RFP are being made.

We have answered the clarification questions to the best of our ability and at this time no more question will be taken or answered.

Clarification:

1. **Question:** With regards to Radford's Roanoke Carilion Community Hospital location: How much bandwidth would be needed?

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Radford University Response: You may talk with Roanoke Valley Broadband Authority and collaborate on a response, but at this point in the RFP process, the University cannot be involved in those discussions.

18. Question: Are you interested in outdoor Gigabit connectivity for outdoor learning centers to get internet to every corner of the outdoor areas (i.e quads, parking lots, parks, etc.)?

Radford University Response: That is not a goal of this RFP. If you would like to offer those services, or any additional services as part of your response, that is acceptable. However, the University will not use those services as criteria for scoring during the proposal evaluation. In the future, this may be something the University looks to do and if the services are included in the proposal, there is a possibility that the Additional Goods and Services clause of the contract could be used to procure those services at a later date.

19. Question: Couple of clarifications on the SIP service to Roanoke:

- a. Are you simply looking for SIP trunks, no telephones?
- b. Does Roanoke get telephony service from the Cisco Call Manager at Main Campus?

Radford University Response: Today, the University uses telephone service provided by Carillion. The university is planning to extend the current Cisco Call Manager function that is used on the main campus to Roanoke. As a general note, the University has a completely separate fiber connection between main campus and that Roanoke facility, that is a 10GB connection. That's

provided via collaboration with Virginia Tech and Roanoke Valley Broadband. This provides fiber connectivity between the main campus and the community hospital building.

20. Question: So where would those 30 SIP trunks terminate?

Radford University Response: They would terminate at the Roanoke Community Hospital facility located at 101 Elm. This would allow any VoIP phone service located in the Community Hospital Building to continue working in the event of a failure of the link between Main campus and the Community Hospital building. The University does not provide telephone service today at the Community Hospital Building. The University is looking to move that from the Carillion service and what they are providing us to our VOIP system. We could do that without separate SIPs trunking there. However, we ultimately want those SIP connections to come directly into that facility so that if the link between the two campuses goes down, they still have phone service at that Roanoke facility.

21. Question: Do you have interest in receiving 100Gbps DIA in Ashburn, VA at Equinix, and Radford University handles the backhaul to your campus locations?

Radford University Response: The University cannot provide 100 Gbps fiber backhaul between the Radford Campus and Ashburn, so you would need to provide the fiber route for that backhaul in order to do that.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,
Kevin McDowell
Phone: 540-831-5356
Email: dkmcowell@radford.edu

Name of Firm:	
Signature:	Title:
Print Name:	
Date:	

Attachment B:

Contractor's Proposal signed and Dated April 4, 2022 and Clarification
Questions April 20, 2022:



Title: Internet Broadband Service
RFP # R22-007
Price quote proposal for Radford University

Due Date: April 6, 2022 by 3pm

Delivered by: Jason Vaughn
Date: 4/4/2022



Table of Contents

Internet Broadband Service
Request for Proposal # R22-007

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Citizens Internet and SIP service.....	pg. 4
Citizens fiber drawing - Floyd to Moffett Hall.....	pg. 5
Citizens/MBC fiber network - Floyd to Equinix-Ashburn.....	pg. 6
Citizens Academic references.....	pg. 7
Citizens staff members.....	pg. 8
Special terms and conditions.....	pg. 9
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Company Information/Signature

FULL LEGAL NAME Citizens Telephone Cooperative	FEDERAL TAXPAYER NUMBER (ID#) [REDACTED]
BUSINESS NAME	BILLING NAME Citizens Telephone Cooperative
PURCHASE ORDER ADDRESS PO Box 137 Floyd, VA 24091	PAYMENT ADDRESS PO Box 137 Floyd, VA 24091
CONTRACT NAME/TITLE Jason Vaughn / Sales Engineer	EMAIL ADDRESS jasonvaughn@citizens.coop
TELEPHONE NUMBER 540-745-9550	TOLL FREE TELEPHONE NUMBER 1-800-941-0426
FAX NUMBER 540-745-3791	EVA VENDOR ID NUMBER VS0000058759
VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER [REDACTED]	

I acknowledge that I have received the following addenda posted for the solicitation.

1 ✓

Signature: _____

Jason Vaughn

Date: _____

4/4/2022



Citizens Telephone Background

Citizens Telephone would fall under a Large business out of the options available (on page 2 & 3), but we are a Cooperative serving this area of Virginia for over a 100 years.

Citizens, a regional full-service communications and entertainment provider serving 10 counties within Southwest Virginia. Headquartered in Floyd, Virginia, Citizens is a membership cooperative with roots tracing back to 1914 when land line telephone was established in rural Floyd County. With more than 100 years of innovation behind us, we've withstood the test of time and have experience that you can rely on. Citizens remains a Membership Cooperative which is owned by members who are also our customers. Today, Citizens provides FTTH, business Ethernet, SIP trunking and transport circuits for colleges, school systems, cell carriers and businesses.

It is our mission to provide our customers with quality service, excellent support and advanced technology. We have a dedication to customer service that is hard to beat and a commitment to technology.

Citizens partnered with localities and obtained grants to build a regional open access network in rural southwest Virginia. Citizens now operates a 440 mile regional open access fiber network in 10 counties, many towns and cities including 15 industrial parks. Along this network, Citizens provides wholesale transport and internet bandwidth to a variety of service providers and provides service to first responders, educational institutions, medical and municipalities. Citizens has partnered with other open access networks in VA as MBC (Mid-Atlantic Broadband Communities Corporation)



Citizens Internet circuit and SIP services

Citizens has built a good working relationship with Radford University, and turned up an Internet peering connection back in 2010. We have grown together over the years, and plan to continue to grow together in the future.

We currently have a 2GB Internet circuit which can be upgraded to 10GB with just a phone call. Citizens can turn up more fibers for an additional 10GB Internet circuit (20GB LAG) over our route back down Route 8 in a short period of time if Radford requires more bandwidth. We will be able to upgrade to 100GB in the future if needed to meet the needs of Radford University (pricing provided on Page 10 – Financial Proposal)

On the next page (Page 5) shows our current fiber route from our Floyd Central Office up Rt8 to Tyler Rd over to Moffett Hall with our equipment located at Jefferson Hall. From our Floyd-CO we work with our transport partner MBC (Mid-Atlantic Broadband Communities Corporation) which provide Citizens multiple 10GB circuits up to Equinix, Ashburn, VA where we connect to our upstream provider Hurricane Electric.

The MBC network provides Citizens three transport routes to Equinix-Ashburn out of our Floyd-CO through Stuart, Roanoke and Christiansburg (Page 6). The current Internet circuit we provide Radford is monitored for any service issues, and we always work to provide personal service and local support. In March 2020, Citizens turned up a SIP trunk with around 50 sessions, and we have provided pricing for additional SIP sessions and services (Page 10 – Financial Proposal).

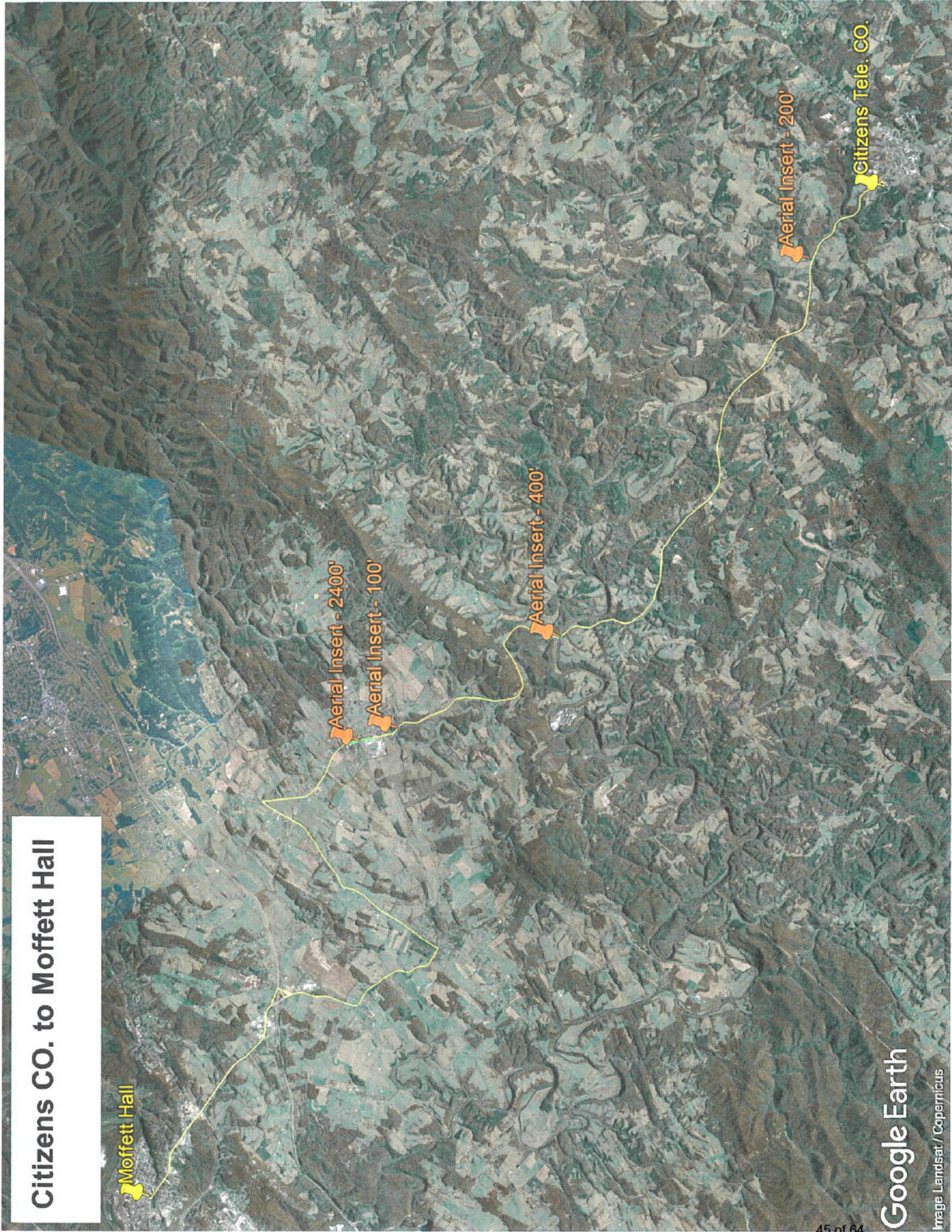
In Attachment A is provided Citizens SLA with details related to outages. Here is the contact info to directly call or email our WAN team that provides service and support for your Internet circuit:

WAN team: 540-745-8555 / WAN@citizens.coop

Here is the contact info to directly call or email our CO team for support on your SIP services:

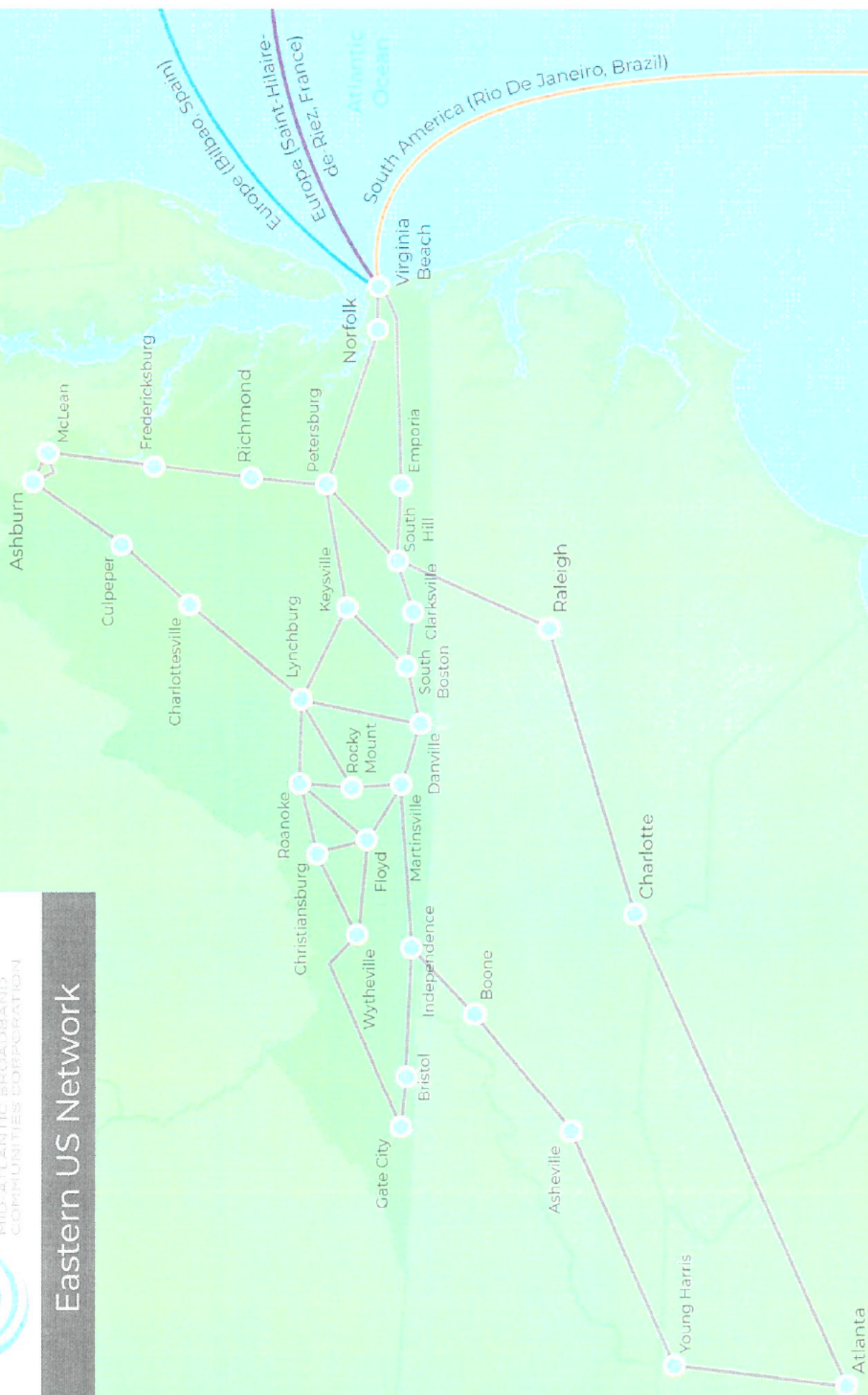
CO team: 540-745-8888 / COT@citizens.coop

Citizens CO. to Moffett Hall





Eastern US Network



www.mbc-va.com



Academic References

Virginia Tech - John Lawson
1700 Pratt Drive
Blacksburg, VA 24060
540-599-6405
lawsonj@vt.edu
Service date: 1/15/09

Floyd County Public Schools - Robert Ratcliffe
140 Harris Hart Rd NE
Floyd, VA 24091
540-745-9400
ratclifferr@floyd.k12.va.us
Service date: 12/01/07

Montgomery County Public Schools - Doug Wickham
1180 N Franklin St.
Christiansburg, VA 24073
540-381-6165
dwickham@mcps.org
Service date: 07/01/13

Wythe County Public Schools – Charles Odum
1570 West Reservoir St.
Wytheville, VA 24382
276-228-5411
codum@wythe.k12.va.us
Service date: 9/1/08

New River Community College - Dale Shelor
5251 College Dr.
Dublin, VA 24084
540-239-1006
dshelor@nr.edu
Service date: 2/1/2010



Citizens employment staff members

Dean Wood
Citizens WAN Technician
26 years with Citizens
Cisco
deanwood@citizens.coop
office: 540-745-9582

Michael Herring
Citizens WAN Technician
21 years with Citizens
Cisco
michaelherring@citizens.coop
office: 540-745-9575

Russell Janney
Citizens Outside Plant Engineer Supervisor
32 years with Citizens
russelljanney@citizens.coop
office: 540-745-9513

Matthew Cox
Citizens Central Office Technician
16 years with Citizens
DCJS, C-15 Softswitch, VoIP
matthewcox@citizens.coop
office: 540-745-9597

Jason Vaughn
Citizens WAN Technician
17 years with Citizens
Cisco
jasonvaughn@citizens.coop
office: 540-745-9550



Special terms and conditions:

5. CONTINUITY OF SERVICES: Citizens agrees to all points under this section.

6. INSURANCE: By signing and submitting a Proposal under this solicitation, the Offeror/Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the Code of Virginia. The Bidder/Offer further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Contract Officers, (✓) check all boxes that are applicable to the good/service you are procuring.
INSURANCE COVERAGES AND LIMITS REQUIRED:

- ✓ - Worker's Compensation - Statutory requirements and benefits.
- ✓ - Employers Liability - \$100,000.00
- ✓ - Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.



FINANCIAL PROPOSAL:

Dedicated Internet Service Pricing

	1 Gbps	5 Gbps	10Gbps	20Gbps (LAG)
One-Time Setup Installation	\$0.00	\$0.00	\$0.00	\$0.00
Recurring - Monthly Cost	\$2,000.00	\$4,500.00	\$8,000.00	\$15,000.00

SIP Costs

One Time SIP Setup / Installation Cost for Main Campus	\$0.00
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (Main Campus)	\$500.00
Domestic Long distance per minute	\$0.03
International Long Distance per minute.	\$0.25
DID Monthly Cost (per hundred)	\$11.50

SIP Sessions

	1-25	26-50	51-100	101-200	200
MRC per SIP Session based on total # of sessions (metered)	\$21.95	\$17.95	\$14.95	\$11.95	\$11.95
MRC per SIP Session based on total # of sessions (unlimited)	\$26.95	\$22.95	\$19.95	\$16.95	\$16.95

- Citizens can only quote Internet pricing at the Main Campus
- Citizens can only quote SIP Sessions at the Main Campus



Attachment A

SERVICE LEVEL AGREEMENT

CITIZENS Service Level Commitment: Citizens' network offers a service level agreement on all Citizens network services. Citizens reserves the right to review and deny any credits under the section claimed by customer, should customer's claim, in Citizens reasonable judgment, not meet the criteria established for such claim. Citizens Service Level Commitment is limited to only those on-net services being provided under this agreement and applies to each service individually.

General Citizens Obligations: Citizens will provide a design of the overall network with agreement on interface type, point of customer demarcation, equipment placement, and service arrangements.

Citizens will provide Citizens Supplied Equipment (CSE) as specified in the applicable Citizens will provision all agreed to network service parameters. Citizens will maintain in good working order the network and all CSE. In the event it is determined that any service outage or customer alarm was caused by the act or omission of customer, its agents, employees or contractors, then customer shall pay Citizens for its costs incurred in responding to such service outage or alarm.

Citizens Obligations as a Result of a Service Outage: After receiving notification of the service outage, Citizens shall restore the service as follows:

(i) Electronic Restoration. In the event of an electronic failure, Citizens shall use reasonable commercial efforts to restore service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) Citizens Fiber Network Restoration. In the event of a failure of the Citizens fiber optic network, Citizens shall begin restoration within four (4) hours after Citizens is notified about the fiber optic network outage.

(iii) Emergency Reconfiguration. If the customer's network architecture and MPE has the capability to support route reconfiguration to maintain service, Citizens will provide reconfiguration if other means of restoration will not restore service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. Citizens shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for customer to report to Citizens network troubles.

Service Outage Exclusions: All calculations of service outage duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the customer, its contractors, agents or vendors, including any refusal to release the service to Citizens or its agents for maintenance, testing or repair.
- The customer's applications, equipment, or facilities including any third party equipment unless otherwise provided in exhibit.
- Citizens or customer-scheduled maintenance.
- Labor strikes.
- Force Majeure events as defined in these Terms.
- Service outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

Credit Allowances and Customer Remedies for Service Outages: In the event that Citizens is unable to restore a portion of the service under a service agreement as required hereunder, or in the event of a service outage, customer shall be entitled to a credit against the monthly recurring charges for the service agreement prorated for the affected circuits for all unplanned service outages in excess of fifteen (15) minutes ("Credit Allowances") up to a maximum of 30 days of credit allowance. Citizens will deduct any credit allowances from future charges payable by the customer.

A service outage begins when Citizens is notified or becomes aware of the interruption of service, whichever occurs first. A service outage ends when the affected line and/or associated CSE is operational, subtracting any delay time associated with Citizens or its agent's inability to access the equipment at the customer's site. If the customer reports services or a facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a service outage.

(A) Credit Allowances do not apply to service outages caused by:

- i. The negligence or acts or omissions of customer and/or end user or its agents.
- ii. Failure of power.
- iii. Failure or malfunction of non-Citizens equipment or systems, third party circuits or alternate access arrangements unless otherwise provided in the applicable exhibit.
- iv. Circumstances or causes beyond the control of Citizens or its agents;
- v. During any period in which Citizens or its agents are not given access to the service facility at the customer site;

- vi. A planned service outage, unscheduled emergency maintenance, scheduled maintenance, (alteration or implementation as described herein).
- (B) Customer must request a Credit Allowance for a Service Outage within thirty, (30) days after the Service Outage occurs or any claim for an allowance is waived. Unless otherwise specifically stated, service outages are not aggregated for purposes of determining the credit allowance.
- (C) Service outage credit per circuit and or service is calculated according to the exhibit for the particular service.

NOTICES: All notices and communications concerning these Terms shall be in writing and addressed as follows:

Citizens Telephone Cooperative
 220 Webbs Mill Road P.O. Box 137
 Floyd, Virginia 24091
 Attn: Jason Vaughn
 Phone: (540) 745-9550
 Fax: (540) 745-3791
 Email: jasonvaughn@citizens.coop

Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Name:	Name: Jason Vaughn
Title:	Title: Sales Engineer/WAN Tech
Business:	Business: Citizens Telephone Coop
Date:	Date: 4/6/2022



Addendum Number 1

Date: March 24, 2022

Reference Request For Proposal Number:	R22-007
Commodity:	Internet Broadband Service
Dated	March 7, 2022
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	April 6, 2022 3:00pm Eastern

Amendment:

No Amendments to the RFP are being made.

We have answered the clarification questions to the best of our ability and at this time no more question will be taken or answered.

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Radford University Response: General Terms and Conditions (pdf link) are received from the Attorney General's office for the Commonwealth of Virginia and are generally non-negotiable. If there are specific issues with General Terms and Conditions, the University would direct those concerns for further discussion with the Attorney General's Office. This process will delay the negotiation process. If there are issues with the Additional Terms and Conditions, please specify those concerns in your proposal and we can work through those during negotiation.

- 17. Question:** For a company that is already in partnership with Roanoke Valley Broadband Authority, on various other places in Southwest Virginia, is it possible to have a conversation with Frank Smith and the University about a workaround since we are already buying circuits from RVBA?

Radford University Response: You may talk with Roanoke Valley Broadband Authority and collaborate on a response, but at this point in the RFP process, the University cannot be involved in those discussions.

- 18. Question:** Are you interested in outdoor Gigabit connectivity for outdoor learning centers to get internet to every corner of the outdoor areas (i.e quads, parking lots, parks, etc.)?

Radford University Response: That is not a goal of this RFP. If you would like to offer those services, or any additional services as part of your response, that is acceptable. However, the University will not use those services as criteria for scoring during the proposal evaluation. In the future, this may be something the University looks to do and if the services are included in the proposal, there is a possibility that the Additional Goods and Services clause of the contract could be used to procure those services at a later date.

- 19. Question:** Couple of clarifications on the SIP service to Roanoke:

- a. Are you simply looking for SIP trunks, no telephones?
- b. Does Roanoke get telephony service from the Cisco Call Manager at Main Campus?

Radford University Response: Today, the University uses telephone service provided by Carillion. The university is planning to extend the current Cisco Call Manager function that is used on the main campus to Roanoke. As a general note, the University has a completely separate fiber connection between main campus and that Roanoke facility, that is a 10GB connection. That's

provided via collaboration with Virginia Tech and Roanoke Valley Broadband. This provides fiber connectivity between the main campus and the community hospital building.

20. Question: So where would those 30 SIP trunks terminate?

Radford University Response: They would terminate at the Roanoke Community Hospital facility located at 101 Elm. This would allow any VoIP phone service located in the Community Hospital Building to continue working in the event of a failure of the link between Main campus and the Community Hospital building. The University does not provide telephone service today at the Community Hospital Building. The University is looking to move that from the Carillion service and what they are providing us to our VOIP system. We could do that without separate SIPs trunking there. However, we ultimately want those SIP connections to come directly into that facility so that if the link between the two campuses goes down, they still have phone service at that Roanoke facility.

21. Question: Do you have interest in receiving 100Gbps DIA in Ashburn, VA at Equinix, and Radford University handles the backhaul to your campus locations?

Radford University Response: The University cannot provide 100 Gbps fiber backhaul between the Radford Campus and Ashburn, so you would need to provide the fiber route for that backhaul in order to do that.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,
Kevin McDowell
Phone: 540-831-5356
Email: dkmcowel@radford.edu

Name of Firm: <i>Citizens Telephone Cooperative</i>	
Signature: <i>Jason Vaughn</i>	Title: <i>Sales Engineer</i>
Print Name: <i>JASON VAUGHN</i>	
Date: <i>4/4/2022</i>	

Clarification Questions – Citizens

Please enter your company's response to the questions below and email back to dkmcdowel@radford.edu if you are able to by 5:00pm Eastern time on Thursday, April 21st. To clarify certain areas of the proposal submitted in response to the RFP# R22-007, we are requesting a response to the items listed below.

1) Approach and Methodology

1. If there was an outage in the Equinix Ashburn facility, would we lose Internet connectivity?

Citizens Response- There are many layers of redundancy as we have multiple 10GB circuits to our upstream provider Hurricane Electric. If there was an optic, port or card failure, there would continue to be Internet connectivity, but if there was an entire chassis failure of their router Internet would be down until this was resolved. We have relied on Hurricane Electric for Internet for nearly 15 years since 2008, and have been very pleased with their service and support.

Attachment C:

Negotiation Summation:

- A. Negotiation Points May 5, 2022, Appendix A;**
- B. Negotiation Points May 16, 2022, Appendix B**

**Citizens Telephone
APPENDIX A – Dated May 5, 2022
Negotiation Points**

**Radford University RFP # R22-007
Internet Broadband Service**

As allowed in Section 10, Letter B. Award of the subject RFP, the University is conducting negotiations. Following is a list of negotiation questions we are requesting your company to respond.

You must include a response to each question in the order presented below. Do not leave any areas blank or refer the negotiation committee back to your original proposal submission. Please be concise in your response.

LEGAL:

1. **RADFORD UNIVERSITY – QUESTION:** Do you agree there are no sections in your proposal deemed proprietary or confidential? If no, specifically identify sections and the reasons as to why they are deemed either proprietary or confidential. Please note that Radford is a state agency required to be transparent in its practices, processes, policies and relationships with all stakeholders, while ensuring protection of confidential information.

Citizens– ANSWER: Yes

2. **RADFORD UNIVERSITY – QUESTION:** Are you in agreement with all terms and conditions as published in the RFP solicitation?

Citizens– ANSWER: Yes

3. **RADFORD UNIVERSITY – QUESTION:** If awarded a contract do you agree to the standard two-party contract made available in the RFP document will be the only document used to award the contract?

Citizens– ANSWER: Yes

4. **RADFORD UNIVERSITY – QUESTION:** Based on your proposal, other than Attachment A: Citizens' Service Level Agreement there are no additional Terms and Conditions proposed. Please confirm? No other terms and conditions shall be considered after execution of the contract.

Citizens– ANSWER: Yes, there are no other terms and conditions.

5. **RADFORD UNIVERSITY – QUESTION:** Does your Internet connection provide any DDoS protection?

Citizens – ANSWER: Yes, and this is handled upstream by Hurricane Electric directly before the DDoS traffic would enter our circuit.

Financial: Following are questions related to your Financial Proposal

6. **RADFORD UNIVERSITY – QUESTION:** Our understanding is that your 1 gigabit connection is configured as a 1 gigabit connection burstable to 10 gigabits. Please confirm that this is what you have quoted.

Citizens– ANSWER: Yes, our hand off circuit to Radford is 10GB and not rate limited.

7. **RADFORD UNIVERSITY – QUESTION:** Can you provide your best price for fixed 1 gigabit connection that is not burstable.

Citizens– ANSWER: MRC - \$2,000

8. **RADFORD UNIVERSITY – QUESTION:** Radford University request review of your pricing proposal and provide your best pricing. Please add as an attachment to this document if needed.

Citizens– ANSWER: The pricing on page 10 in the Proposal has our best pricing.

9. **RADFORD UNIVERSITY – QUESTION:** In addition to pricing proposal are there any other services you offer or resources with different hourly rates that you offer? If so can you provide so that we can include in the contract.

Citizens– ANSWER: No

Answers provided by:



Authorized Representative

JASON VAUGHN / Sales Engineer
Printed Name / Title

5/6/2022
Date

**Citizens Telephone
APPENDIX B – Dated May 16, 2022
Negotiation Points Second Round**

Radford University RFP # R22-007
Internet Broadband Service

As allowed in Section 10, Letter B. Award of the subject RFP, the University is conducting negotiations. Following is a list of negotiation questions we are requesting your company to respond.

You must include a response to each question in the order presented below. Do not leave any areas blank or refer the negotiation committee back to your original proposal submission. Please be concise in your response.

Financial: Following are questions related to your Financial Proposal

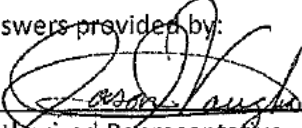
1. **RADFORD UNIVERSITY – QUESTION:** Knowing that Radford University is using the Citizen connection as a back-up. Would Citizens be able to provide the 1 gigabit connection burstable to 10 gigabit for \$1,700 per month?

Citizens– ANSWER: Yes

2. **RADFORD UNIVERSITY – QUESTION:** Would Citizens be able willing to provide the unlimited SIP sessions in the 1-25 and the 26-50 thresholds at \$20.95 per months which is what we are currently paying?

Citizens– ANSWER: Yes

Answers provided by:


Authorized Representative

JASON VAUGHN / Sales Engineer
Printed Name / Title

5/17/2022
Date