



**STANDARD CONTRACT**

Contract Number: **RU23003**

This contract entered into this 8th day of June, 2022, by **Shenandoah Cable Television, LLC (SHENTEL)**, located at 500 Shentel Way Edinburg, VA 22824, 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 June 8, 2022, through June 30, 2026, with five (5) 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 5, 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
    - C. Email Negotiation Response May 27, 2022
    - D. Radford University Contract addendum
    - E. Shentel MSA.
- 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 services and pricing per Negotiations.

For all other agencies wishing to use this contract. Original pricing in proposal can be used as a form of guidance. Shentel request 36- or 60-month Service agreement and your Service agreement will be honored until the end of your term even in the case of the Radford University contract not being renewed. Any service agreement will be governed by the terms of this contract as stated in Section VIII. Precedence of Terms below.

Z-Location	Year 1 MRC	Year 2 MRC	Year 3 MRC	Year 4 MRC
5 Gbps DIA to Main Campus	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
10 Gbps DIA to Main Campus	\$ -	\$ -	\$ -	\$ -
120 SIP to Main Campus (\$ 16.00 Per)	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00
150 SIP to Main Campus (\$ 16.00 per)	\$ -	\$ -	\$ -	\$ -
30 SIP to Carilion Roanoke (\$ 16.00 Per)	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
1 Gbps EPL to Carilion Roanoke	\$ -	\$ -	\$ -	\$ -
Dark Fiber to SELU Conservancy	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MRC</b>	<b>\$ 4,350.00</b>	<b>\$ 4,350.00</b>	<b>\$ 4,350.00</b>	<b>\$ 4,350.00</b>
<b>Annual Spend</b>	<b>\$ 52,200.00</b>	<b>\$ 52,200.00</b>	<b>\$ 52,200.00</b>	<b>\$ 52,200.00</b>

**Future Dark Fiber to SELU Conservancy Option made available to the University:**

1. **SELU Option 1:** The University may select to proceed with the Dark Fiber to SELU project on or before 12/31/2022 and agrees to YEAR 2-4 pricing stated in table below or:

Z-Location	Year 2 MRC	Year 3 MRC	Year 4 MRC
5 Gbps DIA to Main Campus	\$ -	\$ -	\$ -
10 Gbps DIA to Main Campus	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
120 SIP to Main Campus (\$ 16.00 Per)	\$ -	\$ -	\$ -
150 SIP to Main Campus (\$ 16.00 per)	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
30 SIP to Carilion Roanoke (\$ 16.00 Per)	\$ 480.00	\$ 480.00	\$ 480.00
1 Gbps EPL to Carilion Roanoke	\$ 650.00	\$ 650.00	\$ 650.00
Dark Fiber to SELU Conservancy	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
<b>TOTAL MRC</b>	<b>\$ 9,180.00</b>	<b>\$ 9,180.00</b>	<b>\$ 9,180.00</b>
<b>Annual Spend</b>	<b>\$ 110,160.00</b>	<b>\$ 110,160.00</b>	<b>\$ 110,160.00</b>

2. **SELU Option 2:** The University may have the option also to proceed with the Dark Fiber to SELU project on or before 12/31/2022 and pay a one-time cost of \$150,000 for installation and then pay a monthly recurring cost of \$400 for 36 months, as stated on Negotiation document dated May 16, 2022

NOTE: If SELU Option 1 or SELU Option 2 is executed, SELU Conservancy Dark Fiber monthly payment shall be effective when fiber installation is complete, and service starts which is anticipated to be 6 months after commitment is made on/after 7/1/2023 or whenever occurs first.

4. Any order for SELU Conservancy may be canceled by customer on/before 12/31/2022 without early termination liability if the University selects to move forward with this build before.

5. If the University commits to SELU Option 1 and exercises the early Cancellation of Contract clause any time during the contract, the University will be liable for the below costs or as negotiated at time of cancellation.

**Early Termination Liability (ETL) for SELU Conservancy**

Year 1 of SELU service	Year 2 of SELU service	Year 3 of SELU service
\$ 235,000	\$ 200,000	\$ 165,000

6. If the University commits to SELU Option 2 and exercises the early Cancellation of Contract clause any time during the contract, the University will be liable for the below costs or as negotiated at time of cancellation.

Early Termination Liability (ETL) for SELU Conservancy

Year 1 of SELU service	Year 2 of SELU service	Year 3 of SELU service
\$ 85,000	\$ 80,000.00	\$ 75,000.00

**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](http://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](http://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/offers 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/offeror, 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. **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

28. **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**

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

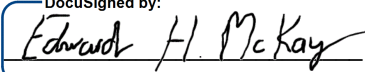
**VIII. Precedence of Terms:** This Standard Contract identifies terms negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal R#R22-007, The Contractor's Proposal or Negotiation/Clarification points, along with the Radford University Contract Addendum and the Shentel MSA the Standard Contract shall prevail.

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

**CONTRACTOR:**

**Print Name:** Ed McKay

**Title:** EVP & COO

**Signature:**   
2EB5461785D747E...

**Date:** 6/9/2022

**RADFORD UNIVERSITY**

**Print Name:** Kevin McDowell

**Title:** Sr. Contract Officer

**Signature:**   
86EEF9397281479...

**Date:** 6/9/2022

# 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](mailto: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 15<sup>th</sup> 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 15<sup>th</sup> 3:00pm.

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

**DUE DATE:** Proposals will be received until **April 6<sup>th</sup>, 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 15<sup>th</sup> 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](http://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.

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

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:** \_\_\_\_\_

\

**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](mailto: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.

	<b>Evaluation Criteria</b>	<b>Percentage of Points</b>
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%
	<b>TOTAL</b>	<b>100%</b>

**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 [acctspayable@radford.edu](mailto:acctspayable@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](http://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 CONDFITIONS.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
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 subject to the University, and 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.

**Attachment B****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:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RADFORD UNIVERSITY**

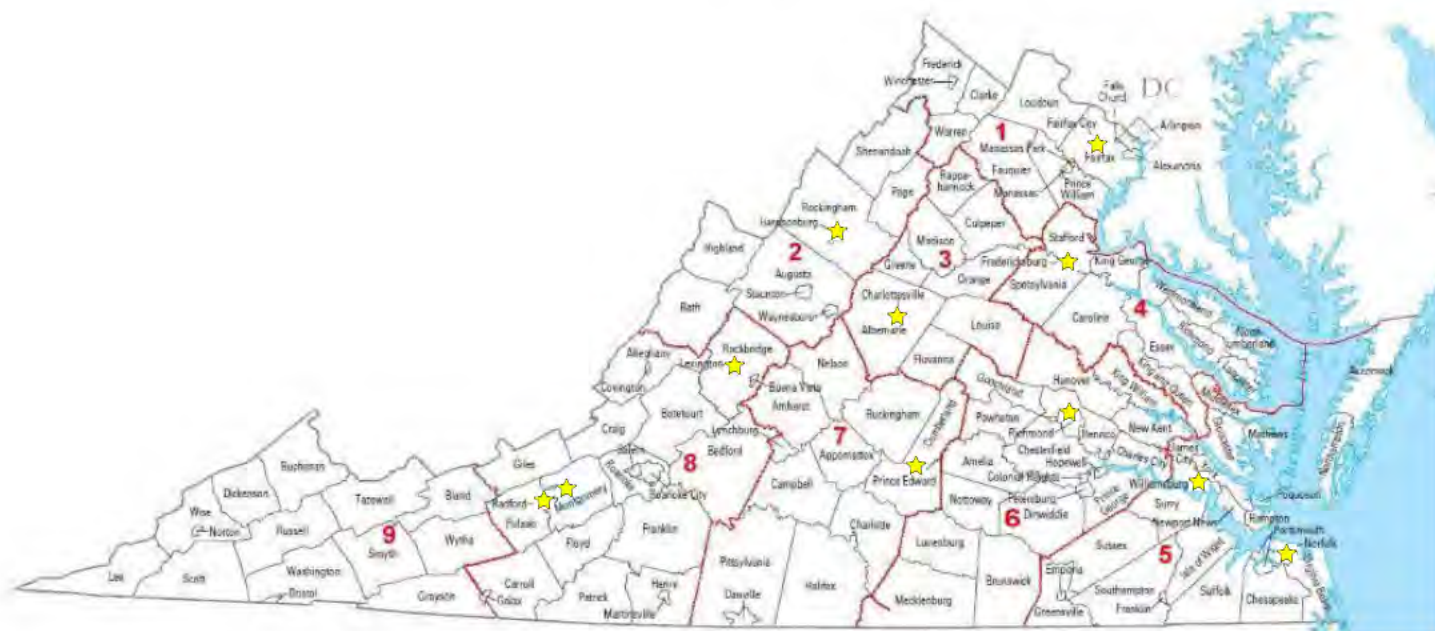
**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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

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

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?

**Radford University Response:** Need enough to run your SIP connections plus the current 1 Gbps. The University currently has, through Roanoke Valley Broadband, a connection to that facility. If you are able to provide a SIP connection riding over the existing connection, you can respond to the bid without providing a separate Internet connection. If you can provide a small connection to that facility that is just enough for your SIP connection, we would leave the University's existing connection in place. That connection, in that facility, still has a year or two left on the contract. Thus, it may be that we finish out that contract and add something else. We don't need additional bandwidth but we do need the SIP connections there.

2. **Question:** Are the Dedicated internet Circuits you have requested in the RFP in addition to the circuits you currently have in place or are they in replacement of existing circuits?

**Radford University Response:** Circuits requested would be replacements for existing circuits.

3. **Question:** The Radford University Selu Conversancy. How much bandwidth?

**Radford University Response:** Bidirectional 100Mbps would be preferred but we are open to additional options. The University has a wireless connection to that facility now and are not getting adequate throughput. The University is looking for an improvement over what we have now.

4. **Question:** Will the University entertain a SIP only quote as defined in the scope? Or do vendors need to propose both internet as well as SIP?

**Radford University Response:** Yes, The University will entertain a SIP only quote. No, the vendor does not need to propose both.

5. **Question:** Is there a climate-controlled facility at Selu for equipment?

**Radford University Response:** No, there is no climate-controlled facility.

6. **Question:** At Selu, are there any Pole Mounting limitations or requirements that we need to be aware of?

**Radford University Response:** May depend on the solution you provide. The University currently has a pole there that has a wireless antenna. If you are looking to run some cable or something else, we would have to review your proposal to respond to the question in more detail.

7. **Questions:** Could you please clarify if the Selu site should be a WAN connected back to the main campus or should it have its own internet connection separate from the main campus?

**Radford University Response:** Should have its own internet connection. If you can get a WAN connection back to campus, in some manner, that would be fine. If the University had a VLAN between Selu and Campus it would be ideal. However, if you can only provide an Internet connection at that site, we would use VPN to encrypt between sites.

8. **Questions:** At SELU, What is the desired internet speed for this facility? What is the anticipated monthly data consumption? Is there space available to store equipment and power within a close proximity of the pole?

**Radford University Response:** Bidirectional 100Mbps would be preferred but we are open to additional options. That facility is used as a conference facility. So, for the conference facility purposes, there is not a huge amount of data needs. The University does have, in the silo at the facility, a telescope and the astronomers on campus would like to be able to get data from that telescope back to campus at a much higher rate. The amount of bandwidth for that will vary depending on what they are doing with the telescopes.

9. **Question:** SIP services do not need a separate internet connection. If the University chooses a different provider for either campus, that provider's connection can be used for SIP service.

Would the University still like providers to include a quote for a dedicated SIP internet connection?

**Radford University Response:** Yes, The University will entertain a SIP only quote. No, the vendor does not need to propose both.

**10. Question:** Due to Covid-19 restrictions, producing a hard paper copy of the proposal will cause a challenge for employees. Can the University amend the RFP submittal instructions to remove the mail-in requirement for one paper copy of the proposal, only accepting electronic PDF submissions via email?

**Radford University Response:** The University at this time cannot accept electronic proposal due to our business practices.

**11. Question:** To provide contractors with time to address results from the Q&A, can the university provide a 20 business day extension to the due date?

**Radford University Response:** Based on feedback during the pre-proposal call we have decided not to change the deadline.

**12. Question:** Confirm maximum bandwidth you would like to have priced for Internet Access is 100 Mbps for: (If not, please denote bandwidth)

- a. Main Campus – 801 East Main Street, Radford, Virginia 24142
- b. Carilion Community Hospital Building - 101 Elm Avenue, Roanoke Virginia

**Radford University Response:**

- A. Use example pricing sheet provided in the RFP Attachment D.
- B. Need enough to run your SIP connections plus the current 1 Gbps.

The University does not currently need 100GB connection to campus. However, as we look forward and technology continues to change. The thought was to include that level of connectivity in this RFP so that if new technology necessitates a faster connection, the University would have the pricing in place to upgrade the connection.

**13. Question:** For B. Possible Connection Locations: (Page 6 of RFP)

- a. Can you clarify if you are looking for Internet Access or Wide Area Network connectivity to the locations?
- b. What is the minimum-maximum bandwidth you would like to have priced?
- c. Does Radford University have customer owned fiber in place?

**Radford University Response:**

- A. Internet Access to all locations.
- B. **Main campus:** Use example pricing sheet provided in the RFP Attachment D.  
**101 Elm Ave.:** need enough to run SIP connections plus the current 1 Gbps.  
**Selu location:** Bidirectional 100Mbps would be preferred but we are open to additional options.
- C. Internal only to main campus.

**14. Question:** The evaluation criteria section only adds up to 90 of 100 points. Are we missing 10 points?

**Radford University Response:** No. It does add up to 100.

**15. Question:** The bid is for Dedicated Internet Access, but also SIP. Could we bid on a portion of the RFP (DIA only), or is SIP a mandatory requirement?

**Radford University Response:** Please see question 4 and 9 above.

**16. Question:** It was mentioned that Terms and Conditions are not negotiable. This may disqualify us from the bid. Could you give a final confirmation you cannot negotiate Terms and Conditions?

**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: dkmcowell@radford.edu

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

## **Attachment B:**

Contractor's Proposal signed and Dated April 5, 2022 and Clarification  
Questions April 20, 2022:



**SHENTEL RESPONSE**



**RFP# R22-007 for "Internet Broadband Services"**

**RADFORD UNIVERSITY**

**Procurement and Contracts Department**

**Attention: Kevin McDowell**

David E. Armstrong Complex  
501 Stockton Street, Radford, Virginia 24142

**SUBMITTED BY:**

Rebecca Lambert, Account Manager  
SLED/Strategic Sales  
Shenandoah Cable Television, LLC  
500 Shentel Way  
Edinburg, VA 22824  
Office: (540) 984-5908  
Mobile: (540) 335-5739  
Email: [Rebecca.lambert@emp.shentel.com](mailto:Rebecca.lambert@emp.shentel.com)  
[www.shentel.com](http://www.shentel.com)

**SHENTEL RESPONSE**



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Shentel Private Arbor Distributed Denial of Service (DDoS) Detection  
and Mitigation Feature  
Contractor's License  
Contact and Escalation List  
Data and SIP Exhibit



# Section 1



## REQUEST FOR PROPOSAL # R22-007

### TITLE: INTERNET BROADBAND SERVICE

DATE: MARCH 7, 2022

To enable a concise response and review, Shentel has embedded a point-by-point response within the body of this solicitation. Unless noted otherwise, Shentel has reviewed, understands and shall comply with the terms and conditions presented.

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.



**Point-by-point Response**  
**REQUEST FOR 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](mailto: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 15<sup>th</sup> 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 15<sup>th</sup> 3:00pm.

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

**DUE DATE:** Proposals will be received until April 6<sup>th</sup>, 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 15<sup>th</sup> 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](http://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 SBSD certification number. For assistance with SWaM certification, visit the SBSD 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.



**Shentel Response**

**Women-owned business** – A business that is at least 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 is 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.

<b>FULL LEGAL NAME (PRINT)</b> (Company name as it appears with your Federal Taxpayer Number) Shenandoah Cable Television, LLC		<b>FEDERAL TAXPAYER NUMBER (ID#)</b> [REDACTED]	
<b>BUSINESS NAME /DBA NAME/TA NAME</b> (If different than the Full Legal Name)		<b>BILLING NAME</b> (Company name as it appears on your invoice) Shentel	
<b>PURCHASE ORDER ADDRESS</b> Shentel 500 Shentel Way Edinburg, VA 22824		<b>PAYMENT ADDRESS</b> Shentel P. O. Box 349 Edinburg, VA 22824	
<b>CONTACT NAME/TITLE (PRINT)</b> Rebecca Lambert, Account Manager		<b>EMAIL ADDRESS</b> rebecca.lambert@glofiber.com	
<b>TELEPHONE NUMBER</b> (540) 335-5739	<b>TOLL FREE TELEPHONE NUMBER</b> (800) 743-6835	<b>FAX NUMBER</b> (540) 984-3920	<b>EVA VENDOR ID NUMBER</b> E5562
			<b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</b> [REDACTED]

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

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

SIGNATURE: Rebecca Lambert DATE: 4/5/2022



**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](mailto: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. Shentel can reach any of the possible locations listed above. We recommend 501 Stockton Street, Radford, VA 24142. Shentel's fiber is near and will offer diversity from other carriers and likely redundancy for Radford University disaster aversion and recovery. If chosen for Session Initiated Protocol Trunking (SIP), we recommend a second Main Campus demarcation for that service, e.g. Jefferson Hall.

#### 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. Shentel is familiar with this location. We have provided an option to provide this connectivity, in conjunction with an adequate commitment to off-set. Shentel proposes new fiber optic facilities construction to this location that would enable Ethernet Private Line (EPL) to the main campus, Dedicated Internet Access (DIA) directly to this location, dark fiber to the main campus, or a combination of the above.

#### 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. Refer to Fiber Route Exhibits included with our submission. We estimate our fiber 80% aerial and 20% buried. If selected for the project, we will provide more precise estimate based on the services contracted.
- An overview of the location(s) where your connection will connect to the Internet backbone. Refer to Shentel private peering and caching exhibit provided with our submission. Equinix DCS in Ashburn, VA and Telex, Atlanta, GA. Our DIA also features Shentel's private DDoS detection and mitigation service (Arbor). Refer to exhibit included with our submission.
- A copy of your service level agreement, specifically including details concerning outages Refer to sample Master Services Agreement included with our submission.
- Contact information and hours of operation for your Network Operations Center. Refer to Contact and Escalation List provided with our submission.
- Timeline for installation and acceptance testing All services shall be complete and activated within 90 days of order.
- A summary of the timeline required for any future upgrades to a higher bandwidth. Upgrades through 10 Gbps will complete within 30 days. Upgrades requiring 100 Gbps facilities will complete within 60 days.
- An overview of how your connection can be scaled beyond 10 Gb/s if needed. Shentel's solution is provisioned on dedicated 10 Gbps facilities and equipment. Adding additional 10 Gbps services require no additional equipment. 100 Gbps facilities require upgrade of demarcation device only; both the Shentel Radford and Roanoke points-of-presence have exiting 100 Gbps facilities.
- 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. Shentel's SIP solution includes new and/or ported direct-inward-dialed (DID) number blocks and/or telephone numbers, unlimited local



and unlimited intra- and interstate long distance. Toll-free numbers may also be ported but have a metered charge of \$ 0.05 per minute of usage (MDU), measured in six (6) second increments. Note that Shentel's SIP does not utilize Internet access; our session border controllers (SBC's) are within our trusted network. This allows SIP and DIA to be independently demarcated if desired.

- Any agreements or documents that you will require to be included in a resulting contract with Radford University. **Sample Master Services Agreement and Service Order are included with Shentel's submission.**

## 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:

- 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.

**Carilion Clinic: 10 Gbps Ethernet Private Line (EPL)— Roanoke Locations**  
**Project in process**

**Virginia Tech Cooperative Extension: DIA to 35+ Locations Statewide**  
**7/1/2016 to present**

<p><b>Ted Pless</b>  Carilion Clinic  Senior Director, TSG IT Operations  (540) 224-3960 Work  (828) 777-2502 Mobile  tjpless@carilionclinic.org  451 Kimball Avenue, Room 152  Roanoke, VA 24016-2101  www.carilionclinic.org</p>	<p><b>Stephanie Collins</b>  Virginia Tech, CALS IT  IT Project Manager  (540) 231-1794 Work  (540) 629-5038 Mobile  collinss@vt.edu  185 Ag Quad Lane  137 Smyth Hall MC0365  Blacksburg, Virginia 24061  www.vt.edu</p>
<p><b>Wesley D. Williams</b>  Roanoke City Public Schools  Executive Director of Technology  (540) 853-2319 Work  (540) 892-1551 Mobile  WWilliams@rcps.info  40 Douglass Avenue  Roanoke, VA 24012  http://www.rcps.info/</p>	<p><b>Tim Lovelace</b>  Russell County Pubic Schools  Director of Testing &amp; Technology  (276) 889-6568 Work  (276) 971-0367 Mobile  tlovelace@russell.k12.va.us  84 Lorraine C. Turner Drive  Lebanon, VA 24266  www.russell.k12.va.us</p>

**Roanoke City Schools: 10 Gbps EPL and DIA to all locations**  
**7/1/2017 to present**

**Russell County Schools: 10 Gbps EPL and DIA**  
**7/1/2014 to present**

- \*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>.



**10. SELECTION CRITERIA AND AWARD****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%
	<b>TOTAL</b>	<b>100%</b>

**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" Shentel's proposal contains no proprietary data.**
  - 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 of 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.



- C. **ORAL PRESENTATIONS:** Offerors who 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 [acctspayable@radford.edu](mailto:acctspayable@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](http://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



## Attachment A

## 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. Shentel respectfully requests exception to convenience clause. We have no objection to cancellation for cause or any requirements of Commonwealth of Virginia procurement. The build to Selu Conservancy represents an extensive capital commitment from Shentel to complete.
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 Copy of Certificate is included with submission.

Contractor Name: Shenandoah Cable Television, LLC Subcontractors Name: Not applicable

License #: 2705152421 Type: Class A

4. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of

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Internet Broadband Service

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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.
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.

Attachment BSAMPLE 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:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RADFORD UNIVERSITY**

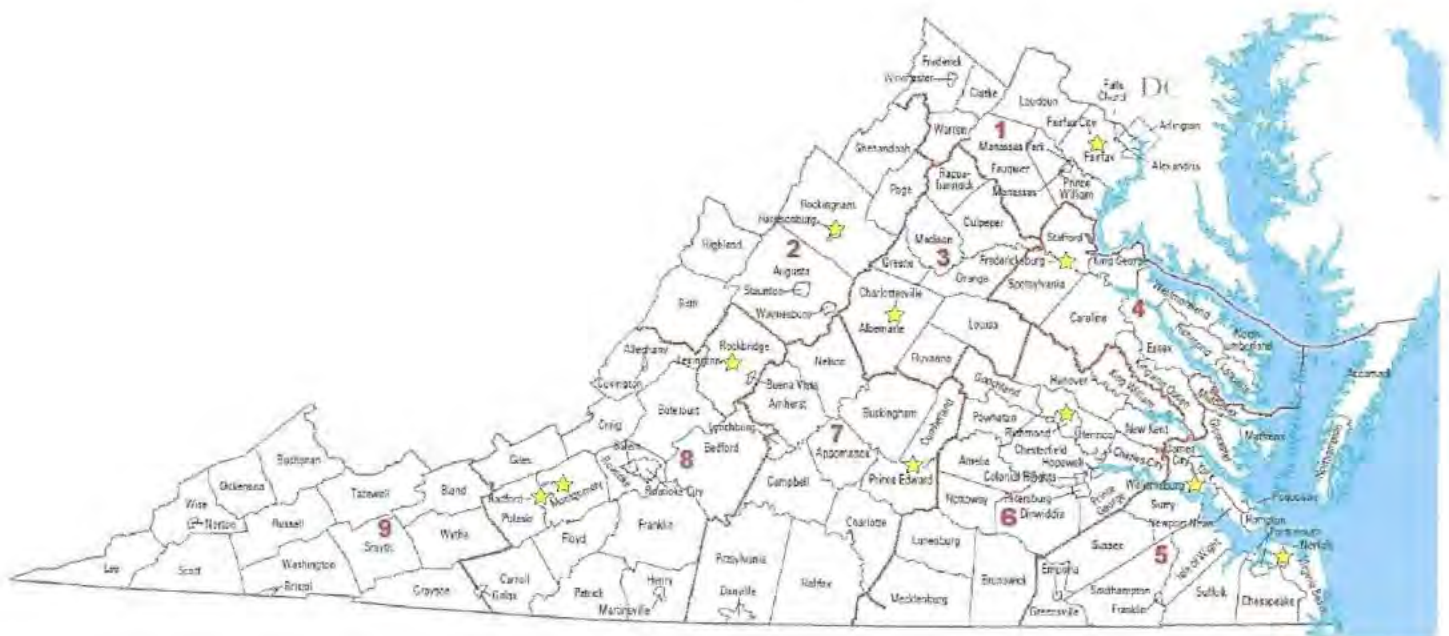
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment C**Zone Map****Virginia Association of State College & University Purchasing Professionals (VASCUPP)****List of member institutions by zones****Zone 1****George Mason University****Zone 4****University of Mary Washington  
(Fredericksburg)****Zone 7****Longwood University  
(Farmville)****Zone 2****James Madison University (Harrisonburg)****Zone 5****College of William and Mary (Williamsburg)  
Old Dominion University (Norfolk)****Zone 8****Virginia Military Institute (Lexington)  
Virginia Tech (Blacksburg)  
Radford University (Radford)****Zone 3****University of Virginia****Zone 6****Virginia Commonwealth  
University (Richmond)****Zone 9**

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.

**RFP R22-007 - Attachment D - Financial Proposal**

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	None	None	None	None	None	None
Recurring - Monthly Cost	\$ 650.00	\$ 1,950.00	\$ 3,900.00	\$ 7,500.00	\$ 15,000.00	\$ 30,000.00

**SIP Costs**

One Time SIP Setup / Installation Cost for Main Campus	None
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (Main Campus)	None required
One Time SIP Setup / Installation Cost for RUC Campus	None
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (RUC Campus)	None required
Domestic Long distance per minute if there is a charge.	Included at no charge
International Long Distance per minute.	Varies per country
DID Monthly Cost	Included at no charge

**SIP Sessions**

	1-25	26-50	51-100	101-200	200+
Monthly Cost Per SIP Session based on total number of sessions.	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

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. Yes.



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

Our offer for DIA and SIP have no contingencies. With a contract commitment of \$ 9,475.00 or higher, we can add connectivity to SELU including EPL, DIA, Dark Fiber, and/or a combination. We realize the academic significant of the Conservancy to the university. With an adequate commitment, we can budget fiber to this location that will exceed the expectations of the university. This solution is an extensive build and would require in excess of six months to complete. An example of this option is below:

Dedicated Internet Access	10G DIA	\$	3,900.00
SIP	165 SIP	\$	3,300.00
SELU Conservancy	EPL/DIA/DARK FIBER	\$	2,275.00

All other locations are either on- or near-net for Shentel and require minimal cost to construct.

Shentel is publicly traded. Information including financials are available at [www.shentel.com](http://www.shentel.com) (NASDAQ SHEN). We are in the branding process as "GloFiber" and operate markets in your service areas.



## 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?

**Radford University Response:** Need enough to run your SIP connections plus the current 1 Gbps. The University currently has, through Roanoke Valley Broadband, a connection to that facility. If you are able to provide a SIP connection riding over the existing connection, you can respond to the bid without providing a separate Internet connection. If you can provide a small connection to that facility that is just enough for your SIP connection, we would leave the University's existing connection in place. That connection, in that facility, still has a year or two left on the contract. Thus, it may be that we finish out that contract and add something else. We don't need additional bandwidth but we do need the SIP connections there.

2. **Question:** Are the Dedicated internet Circuits you have requested in the RFP in addition to the circuits you currently have in place or are they in replacement of existing circuits?

**Radford University Response:** Circuits requested would be replacements for existing circuits.



3. **Question:** The Radford University Selu Conversancy. How much bandwidth?

**Radford University Response:** Bidirectional 100Mbps would be preferred but we are open to additional options. The University has a wireless connection to that facility now and are not getting adequate throughput. The University is looking for an improvement over what we have now.

4. **Question:** Will the University entertain a SIP only quote as defined in the scope? Or do vendors need to propose both internet as well as SIP?

**Radford University Response:** Yes, The University will entertain a SIP only quote. No, the vendor does not need to propose both.

5. **Question:** Is there a climate-controlled facility at Selu for equipment?

**Radford University Response:** No, there is no climate-controlled facility.

6. **Question:** At Selu, are there any Pole Mounting limitations or requirements that we need to be aware of?

**Radford University Response:** May depend on the solution you provide. The University currently has a pole there that has a wireless antenna. If you are looking to run some cable or something else, we would have to review your proposal to respond to the question in more detail.

7. **Questions:** Could you please clarify if the Selu site should be a WAN connected back to the main campus or should it have its own internet connection separate from the main campus?

**Radford University Response:** Should have its own internet connection. If you can get a WAN connection back to campus, in some manner, that would be fine. If the University had a VLAN between Selu and Campus it would be ideal. However, if you can only provide an Internet connection at that site, we would use VPN to encrypt between sites.

8. **Questions:** At SELU, What is the desired internet speed for this facility? What is the anticipated monthly data consumption? Is there space available to store equipment and power within a close proximity of the pole?

**Radford University Response:** Bidirectional 100Mbps would be preferred but we are open to additional options. That facility is used as a conference facility. So, for the conference facility purposes, there is not a huge amount of data needs. The University does have, in the silo at the facility, a telescope and the astronomers on campus would like to be able to get data from that telescope back to campus at a much higher rate. The amount of bandwidth for that will vary depending on what they are doing with the telescopes.

9. **Question:** SIP services do not need a separate internet connection. If the University chooses a different provider for either campus, that provider's connection can be used for SIP service.

Would the University still like providers to include a quote for a dedicated SIP internet connection?

**Radford University Response:** Yes, The University will entertain a SIP only quote. No, the vendor does not need to propose both.

- 10. Question:** Due to Covid-19 restrictions, producing a hard paper copy of the proposal will cause a challenge for employees. Can the University amend the RFP submittal instructions to remove the mail-in requirement for one paper copy of the proposal, only accepting electronic PDF submissions via email?

**Radford University Response:** The University at this time cannot accept electronic proposal due to our business practices.

- 11. Question:** To provide contractors with time to address results from the Q&A, can the university provide a 20 business day extension to the due date?

**Radford University Response:** Based on feedback during the pre-proposal call we have decided not to change the deadline.

- 12. Question:** Confirm maximum bandwidth you would like to have priced for Internet Access is 100 Mbps for: (If not, please denote bandwidth)

- a. Main Campus – 801 East Main Street, Radford, Virginia 24142
- b. Carilion Community Hospital Building - 101 Elm Avenue, Roanoke Virginia

**Radford University Response:**

- A. Use example pricing sheet provided in the RFP Attachment D.
- B. Need enough to run your SIP connections plus the current 1 Gbps.

The University does not currently need 100GB connection to campus. However, as we look forward and technology continues to change. The thought was to include that level of connectivity in this RFP so that if new technology necessitates a faster connection, the University would have the pricing in place to upgrade the connection.

- 13. Question:** For B. Possible Connection Locations: (Page 6 of RFP)

- a. Can you clarify if you are looking for Internet Access or Wide Area Network connectivity to the locations?
- b. What is the minimum-maximum bandwidth you would like to have priced?
- c. Does Radford University have customer owned fiber in place?

**Radford University Response:**

- A. Internet Access to all locations.
- B. **Main campus:** Use example pricing sheet provided in the RFP Attachment D.  
**101 Elm Ave.:** need enough to run SIP connections plus the current 1 Gbps.  
**Selu location:** Bidirectional 100Mbps would be preferred but we are open to additional options.
- C. Internal only to main campus.



- 14. Question:** The evaluation criteria section only adds up to 90 of 100 points. Are we missing 10 points?

**Radford University Response:** No. It does add up to 100.

- 15. Question:** The bid is for Dedicated Internet Access, but also SIP. Could we bid on a portion of the RFP (DIA only), or is SIP a mandatory requirement?

**Radford University Response:** Please see question 4 and 9 above.

- 16. Question:** It was mentioned that Terms and Conditions are not negotiable. This may disqualify us from the bid. Could you give a final confirmation you cannot negotiate Terms and Conditions?

**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: dkmcadowel@radford.edu

Name of Firm: <u>Shomandeah Cable Television, LLC</u>	
Signature: <u>[Signature]</u>	Title: <u>Account Manager</u>
Print Name: <u>Rebecca G. Lambert</u>	
Date: <u>4/4/2022</u>	





## Section 2

**<SHENTEL ENTITY>  
MASTER SERVICES AGREEMENT**

**THIS MASTER SERVICES AGREEMENT** (the "**Agreement**") is entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "**Effective Date**") by and between <Shentel Entity>, a Virginia \_\_\_\_\_ ("Provider"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Customer**").

1. **SCOPE OF AGREEMENT:** This Agreement sets forth the terms and conditions under which Provider offers services (the "**Services**") to Customer. This Agreement includes all Exhibits, Addenda, Service Orders, Attachments, policies, and other documents referenced or linked herein. Provider reserves the right to modify and update exhibits, policies, and other attachments to this Agreement from time to time with notice to Customer. Service-specific terms included in exhibits attached hereto will apply to the extent the applicable Services are purchased by Customer and set forth in a Service Order.
2. **TERM OF AGREEMENT:** The term of this Agreement commences on the Effective Date and continues for a period of five (5) years (the "**Term**"). Upon the expiration of the Term, the Agreement shall continue in effect on a month-to-month basis until terminated by either party upon thirty (30) days' prior written notice. Should the parties have in effect any Service Orders at the expiration or termination of this Agreement, the rights and obligations of the parties with regard to any such Service Orders shall continue to be governed by the terms of this Agreement.
3. **ORDERS FOR SERVICE:**
  - 3.1. Service Orders. Upon the parties' mutual agreement, the parties shall execute a service order ("**Service Order**") (on such form(s) as may be designated by Provider from time to time) identifying at a minimum: (i) the specific Service to be provided; (ii) an Initial Term (as defined below) for the Service Order; (iii) an estimated number of days from the Service Order signature date within which the Provider expects services to be ready for connection (the "**Standard Interval**"); (iv) the applicable Service Charges (as defined below) for the Service; and (v) such other terms and conditions as may be appropriate. Provider will notify Customer of Service completion. Customer shall be deemed to have accepted the Service five (5) business days following Provider's issuance of a Customer Acceptance Notice if Customer fails to notify Provider of its rejection of the Service in writing by specifying the defect or failure in the Service testing that is the basis for such rejection. In the event of any good faith rejection by Customer, Provider shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure. The foregoing notwithstanding, Customer use of the service for purposes other than testing shall constitute acceptance of the Service. The date of acceptance by Customer of the Service shall be the "**Service Start Date**." The "**Initial Term**" set forth on each Service Order shall be for the period identified in the Service Order and shall begin on the Service Start Date. Each Service listed on the Service Order may have a different Service Start Date, as identified on the Customer Acceptance Notice. At the expiration of the Initial Term, the Service shall continue in effect on a month-to-month basis upon the same terms and conditions unless terminated by either party upon thirty (30) days' prior written notice. In the event that the terms of the Service Order conflict with the terms of this Agreement, the terms of the Service Order shall govern.
  - 3.2. Standard Interval. Provider agrees to use reasonable efforts to ensure that each Service is tested and available for Customer's use within the Standard Interval; provided, however, Provider's inability or failure to deliver any ordered Service by the end of the Standard Interval shall not be a Default (as defined below) under this Agreement, and Provider shall not be liable to Customer or any third party for any damages as a result of Provider's inability or failure to deliver any such service.
4. **CUSTOMER RESPONSIBILITIES:**
  - 4.1. Use of Service by Customer.  
Customer shall not, nor permit others to, use any Service for any unlawful purpose or in any unlawful manner and further warrants that its and its customers' use of Service and any related



information or communications made available, displayed or transmitted in connection with a Service will at all times comply with all applicable laws, regulations and Provider's written and electronic instructions for use. Customer shall be solely responsible for, and accordingly be solely liable for, obtaining and maintaining in Customer's own name and at its own expense, throughout the Term, all rights, licenses, permits, consents, authorizations or other rights required for the use of Service and for ensuring compliance with any regulatory or other requirements whether at law or otherwise. Without limiting the generality of the foregoing, if Customer elects the "music on hold" feature offered in connection with the Service, Customer shall obtain all rights and licenses required to use Customer's chosen music ("Music Performance Rights"). Provider may, at its option, terminate or suspend Service if: (i) any such unauthorized use occurs or (ii) Provider has reason to believe that use of Service by Customer, its agents, employees or end users, may or does violate any laws or regulations.

Services provided by Provider under this Agreement may be used by Customer only in furnishing service to Customer's retail customers or employees (i.e., Customer's end users), and for operational and administrative purposes directly related to the provision of Customer's services.

- 4.2. Customer Equipment; Interference. Customer shall, at its own expense, procure and maintain any circuits, facilities, equipment, hardware or software necessary to implement or receive Service ("**Customer Equipment**"), unless Provider specifies otherwise in writing. Customer shall ensure that all such Customer Equipment shall perform according to published technical specifications for such Customer Equipment and Provider's interface specifications and otherwise complies with Provider's specifications for Service. Customer further warrants and agrees that Customer Equipment used by Customer or Customer's agents, employees or end users in connection with any Service shall not: (i) interfere with or impair service over any such facilities and equipment of Provider or (ii) create hazards to the employees of Provider or the public. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or reasonably may cause. Provider reserves the right to suspend Service if such any such Customer Equipment does not comply with the foregoing provisions of this Section. In such event Provider will, to the extent practicable, notify Customer of such suspension in advance; provided, however, where prior notice is not practicable, nothing contained in this Agreement shall be deemed to preclude Provider from suspending use of Service by Customer. During any such suspension, no Service Interruption or Service Outage (as defined in Exhibit A) shall be deemed to have occurred for purposes of this Agreement. Provider may make upgrades to its network infrastructure periodically, which may require Customer hardware and/or software to be upgraded in order to continue service. In the event of network upgrades, Provider will give no less than 30 days' notice to Customer if upgrades or changes to Customer's hardware and/or software will be necessary in order to avoid disruption of service. Provider is not responsible for degradation or disruption of service should Customer not make such upgrades or changes.

4.3. Provider Equipment.

Provider shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by it and shall use reasonable efforts to maintain facilities and equipment that it provides to Customer. Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by Provider, except upon the written consent of Provider. Customer shall not use any such equipment or facilities for any purpose other than that for which its use is intended, nor rearrange any such equipment or facilities at any time.

Customer shall furnish or arrange to have furnished to Provider, at no charge, any space, equipment and/or electrical power required by Provider to provide any Service under this Agreement at the points of termination of such Service, as specified in a Service Order, should those points be located on premises of Customer or of its end user(s). Customer shall make all necessary arrangements in order that Provider will have timely access to such space at reasonable times and to the extent reasonably required by Provider for installing, inspecting, repairing and/or removing equipment and facilities of Provider. Provider shall have no right to place equipment or



facilities in space owned or controlled by Customer or its end user(s) without the prior consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed. Provider shall not incur any liability of any kind for any delays or inability to install a Service based on acts or omissions of Customer. If Provider is not able to obtain on reasonable terms and conditions, as determined by the Provider, any right of way, easement, permit, or license, including pole attachment rights, required for the installation or provision of the Service, Provider may terminate the portion of the Service Order applicable to such Service upon notice to Customer and with no further obligation to Customer.

Customer agrees to allow Provider to remove all equipment and facilities from Customer's premises: (i) upon termination or expiration of this Agreement (or after termination of Service in connection with which the facilities were used in the case of Service Orders that continue beyond the Term); and (ii) for repair, replacement or otherwise as Provider may determine is necessary, but Provider shall use reasonable efforts to minimize disruptions to Service caused thereby. At the time of such removal, such equipment and facilities shall be in the same condition as when installed, reasonable wear and tear excepted. Customer shall promptly and equitably reimburse Provider for any damage to, or the cost of repair of, any equipment or facilities not in such condition or for equipment that Provider cannot retrieve due to obstruction by Customer.

As between Provider and Customer, all equipment and facilities provided by Provider shall be and remain its personal property at all times during the Term. At Provider's request, Customer shall prominently affix identifying plates, tags, or labels on any such equipment and facilities showing the ownership interest of Provider and shall not tamper with, remove or conceal such identifying plates, tags or labels. In addition, Customer shall, from time to time, take additional actions and execute and deliver such further documents as Provider may reasonably request in order to confirm and protect Provider's title to and ownership of any such equipment or facilities. Customer shall reimburse Provider for any damages to Provider's equipment or facilities caused by: (i) any improper use of, or breach of this Agreement with respect to, any such equipment or facilities by Customer, its employees, agents or end users; (ii) improper use of Service by Customer, its employees, agents or end users; (iii) malfunction of any equipment or facilities not provided by Provider and used by Customer or Customer's employees, agents, or end users in connection with any Service provided hereunder; or (iv) by fire, theft or other casualty on the premise of Customer (or of its agents or end users). Upon reimbursement for any such damages and at Customer's expense, Provider will cooperate with Customer in prosecuting a claim against the person or entity causing such damage, and Customer shall be subrogated to the right of recovery of Provider for such damages to the extent of Customer's payment. In the event Customer causes damage to facilities or equipment other than that owned by Provider, and such facilities or equipment are physically, optically and/or electrically associated with those of the Provider, Customer shall reimburse the owner for, and indemnify and hold Provider harmless from any and all claims arising from, damage to any such facilities or equipment.

## 5. PAYMENT TERMS:

- 5.1. Service Charges. Customer shall pay all monthly fees and non-recurring charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) ("Charges") at the rates set forth on each Service Order promptly, and in any event within thirty (30) days after the receipt of the invoice by Customer therefor. Any Charges that are not paid as set forth herein shall be subject to an interest charge on delinquent amounts at the rate of 1 1/2% per month or the maximum lawful rate allowable under applicable law, whichever is lower.
- 5.2. Credit, Advance Payments and Deposits. Customer shall provide Provider with credit information as requested, and delivery of Service is subject to Provider's credit approval in its sole discretion. Provider may require Customer to make an advance payment before Service is provided. Any advance payment will be credited to Customer's initial invoice. Provider may, at any time during the Term as a condition to Provider's acceptance of any Service Order or as a condition to Provider's continuation of Service, also require Customer to: (i) make a deposit; (ii) provide a letter or credit from a commercial bank or trust company acceptable to Provider; or (iii) provide another



assurance of payment acceptable to Provider (a "**Deposit**" or "**Credit Assurance**"). The Deposit/Credit Assurance will not exceed Customer's estimated Service Charges for three (3) months of Service). At such time as the provision of Service to Customer is terminated, the amount of any cash Deposit will be credited to Customer's account and any credit balance which may remain will be refunded, together with any interest on such cash Deposit at the prevailing rate required by law.

- 5.3. **Additional Charges.** Any applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, duties or similar liabilities, chargeable to or against Provider because of Service provided to Customer shall be charged to and payable by Customer in addition to the Service Charges; provided, however, if Customer believes it is exempt from any such taxes, Customer will provide Provider with an exemption certificate evidencing such claimed exemption. Customer shall indemnify, defend and hold harmless Provider against any damages, losses, claims or judgments arising out of any exemption claimed by Customer, including, without limitation, any liens, attachments, fines or penalties. If any entity other than Provider imposes charges on Provider because of Service provided to Customer, such charges shall be charged to and payable by Customer in addition to the Service Charges.
- 5.4. **Disputed Bills.** In the event that Customer disputes any portion of a Provider invoice, Customer must pay the undisputed portion of the invoice as of its Due Date and submit a written claim for the disputed amount. All claims must be submitted to Provider within sixty (60) days from the Due Date of the invoice that includes the disputed amount. If Customer does not report a dispute with respect to an invoice within the sixty (60) day-period, Customer is deemed to have waived its dispute rights for that invoice and to have agreed to pay that invoice. If Customer has provided sufficient detail for investigation of the dispute, Provider will use reasonable efforts to resolve and communicate its resolution of the dispute within thirty (30) days of its receipt of the dispute notice. If the dispute is resolved in Provider's favor, any amounts to be paid by Customer shall be subject to the late payment charges under Section 5.1 retroactive to the Due Date of the disputed invoice and payable by Customer on the next Due Date. Disputed amounts resolved in Customer's favor shall be credited on Customer's next invoice.

## 6. **DEFAULT AND REMEDIES:**

- 6.1. **Default.** A "**Default**" shall occur under this Agreement upon: (i) Customer's failure to pay any invoice and such failure remains uncorrected for ten (10) days after receipt of written notice that a payment is past due; (ii) Customer's failure to pay any advance payment or Deposit or to provide any Payment Assurance when due; (iii) Customer's insolvency, apparent inability to pay debts as they become due, or any filing of bankruptcy by or against Customer or a general assignment for the benefit of its creditors; (iv) Customer's violation of any applicable laws, statutes, ordinances, codes or other legal requirements with respect to any Service that are not remedied within ten (10) days after written notice thereof (or such shorter period as may be required by law); or (v) either party fails to perform or observe any material term or condition of this Agreement and such failure remains uncured for more than thirty (30) days from the date of the non-breaching party's written notice thereof.

### 6.2. **Remedies Following Default.**

Upon a Default by Provider affecting any Service Order(s), Customer may terminate the affected Service Order(s) if the Default is not cured after the required notice and thirty (30)-day cure period set forth herein by providing written notice of termination to Provider not less than five (5) business days following the expiration of such cure period.

Upon any Default by Customer of this Agreement not cured after expiration of any applicable notice and/or cure period set forth herein, Provider may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend Service to Customer (either completely or only with respect to any affected Service Order) or the processing Service Orders until such time as Customer has corrected such noncompliance, including paying



any amounts owed hereunder; (ii) terminate Service (either completely or only with respect to any affected Service Order) or this Agreement; and/or (iii) apply or enforce any Deposit/Payment Assurance and/or enforce any security interest provided by Customer. If Provider suspends Service pursuant to this Section, in addition to any other charges due hereunder, Customer shall pay Provider any reconnection fees or other costs imposed on or incurred by Provider to reconnect Service. If Customer fails to cure any Customer Default within any applicable cure period provided herein, Customer shall be deemed to have cancelled Service for the purposes of Section 7 and shall remain liable for all early cancellation charges applicable to the Service. During any temporary suspension, and upon any termination of Service in accordance with this Section, no Service Interruption (as defined in Exhibit A) shall be deemed to have occurred for the purposes of this Agreement.

7. **TERMINATION FOR CONVENIENCE:** If Customer cancels a Service with a one-year term at any time during that term, Customer shall pay, as liquidated damages and not as a penalty, an amount equal to one hundred percent (100%) of the remaining Service Charges for the unexpired portion of such twelve (12) month period. For Service Orders in which the stated term is more than one (1) year, Customer shall pay the aggregate amount of all Service Charges that would be due for the remainder of the first four (4) years of the term plus one-half of the aggregate amount of the Service Charges that would be due for the term remaining under the Service Order subsequent to the fourth year. The cancellation charges payable hereunder are in addition to all other amounts due hereunder for Service provided prior to the Cancellation Date of the Service Order, including, without limitation, installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees. An early termination fee will be applied to dependent Services if Customer cancels a Service upon which the dependency was based. Provider may terminate the Agreement without cause upon 30 days prior written notice to Customer, in which case a pro-rata refund of the Service Charges paid by Customer for that Term shall be made.

Unless specifically permitted above, termination under this Section 7 does not entitle Customer to any refunds or relieve Customer from the obligation to pay all amounts due and payable to Provider. Customer's other obligations under the Agreement, including but not limited to those under Section 12.3 and 12.13, shall survive to the extent necessary to ensure their full performance.

8. **WARRANTIES; LIMITATION OF LIABILITY:**

- 8.1. Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT THIS AGREEMENT AND SERVICE PROVIDED HEREUNDER. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE OR NON-INFRINGEMENT.
- 8.2. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DELAYS IN INSTALLATION, COMMENCEMENT OR RESTORATION OF SERVICE, MISTAKES, ACCIDENTS, OMISSIONS, SERVICE INTERRUPTIONS, ERRORS OR DEFECTS IN TRANSMISSION IN THE PROVISION OF SERVICE, SHALL NOT EXCEED THE AMOUNT OF THE CREDIT ALLOWANCE, IF ANY, AVAILABLE UNDER EXHIBIT A. WITHOUT LIMITING THE FOREGOING, PROVIDER SHALL HAVE NO OBLIGATION TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LIABILITIES (AS DEFINED BELOW) ARISING OUT OF THE FAULT OF FACILITIES OR EQUIPMENT UTILIZED BY CUSTOMER, OR ITS AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR ANYONE ACTING ON BEHALF OF CUSTOMER OR FOR ANY ACT OR OMISSION OF CUSTOMER IN FURNISHING ITS SERVICES TO OTHERS.



- 8.3. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE PROVISION OF SERVICE TO BE PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES, WHETHER OR NOT PROVIDER OR CUSTOMER HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

## 9. INDEMNIFICATION:

- 9.1. Indemnification. Customer agrees to indemnify Provider, its affiliates, successors and assigns, and their members, shareholders, directors, officers, and employees ("Provider Indemnified Persons"), and hold them harmless from, any loss, cost, damage or expense (including, without limitation, attorneys' fees and expenses) relating to or arising out of any claims, lawsuits or actions ("Claims") resulting from Customer's use of any Service, or any feature of any Service, or any network, newsgroup or service to which Provider provides access. Without limiting the generality of the foregoing, Customer specifically indemnifies the Provider Indemnified Persons against Claims relating to Customer's failure to obtain necessary Music Performance Rights. Subject to the terms and conditions of this Agreement, each party ("**Indemnitor**") agrees to defend, hold harmless, and indemnify the other party, its employees, directors, officers and agents ("**Indemnitee(s)**") from and against all claims, actions, damages, and/or liabilities, together with any and all losses, fines, penalties, costs, and expenses, including, without limitation, attorneys' fees and expenses or penalties imposed by governmental entities (collectively, the "**Liabilities**") proximately caused by the gross negligence or willful misconduct of Indemnitor, or of Indemnitor's directors, officers, employees and agents, in the performance of Indemnitor's obligations under this Agreement; provided, however, that Indemnitor's liability to an Indemnitee under this Section shall be reduced to the extent, and in the proportion, that such Liabilities have been proximately caused by any Indemnitee's negligence, gross negligence, or willful misconduct.
- 9.2. Indemnification Procedures. With respect to third-party claims, the following procedures shall apply:

Promptly after receipt by any entity entitled to indemnification under this Section 9 of notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in respect of which the Indemnitee will seek indemnification pursuant to any such Section, the Indemnitee shall notify the Indemnitor of such claim in writing. No failure to so notify an Indemnitor shall relieve it of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) business days following receipt of written notice from the Indemnitee relating to any claim (but in no event later than five (5) business days prior to the due date of any answer or other papers required to be filed in response to a complaint, petition or other papers filed by the third party that initiated the action proceeding), the Indemnitor shall notify the Indemnitee in writing if the Indemnitor elects to assume control of the defense and settlement of that claim (a "**Notice of Election**").

If the Indemnitor delivers a Notice of Election relating to any claim within the required notice period, the Indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that: (i) the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim; and (ii) the Indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such claim or ceasing to defend against such claim. After the Indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the Indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by the Indemnitee in connection with the defense of that claim. In addition, the Indemnitor shall not be required to indemnify the Indemnitee for any amount paid or payable by the Indemnitee in the settlement of any claim for which the Indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the Indemnitor.



If the Indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the Indemnitee shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnitor. The Indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses.

10. **INSURANCE:** Both parties shall procure Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance, including, but not limited to contractual liability coverage from an insurer reasonably satisfactory to the other party, in the amount of at least One Million Dollars (\$1,000,000.00) each occurrence. Both parties shall provide Certificates of Insurance for such insurance to the other party within ten (10) days after the Effective Date of this Agreement.
11. **MATERIAL CHANGE IN LAW:** If the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues a rule, regulation, law, order or decision that has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "**Regulatory Requirement**"), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.

## 12. MISCELLANEOUS PROVISIONS:

- 12.1. **Force Majeure.** Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations for Services provided hereunder shall be absolute and not subject to delay due to any event of force majeure.
- 12.2. **Unanticipated Barriers to Construction.** The provisioning of services to a customer may require construction of new facilities or augmentation of existing facilities. In the event Provider encounters unanticipated barriers to this construction or augmentation that could not be reasonably anticipated or estimated in advance of construction, including but not limited to rock formations, costs associated with drilling into rock, excessive utility make-ready work, and pole replacement, Provider will as soon as possible, but in no event later than five (5) days from its discovery of the unanticipated barrier to construction present a proposed revised amount for special construction at the site in question that reflects the estimated additional costs that will be incurred for which it will seek reimbursement prior to performing additional work in the form of a revised Service Order. Customer will then have five (5) days to determine whether it will agree to the revised Service Order. Once the Parties have agreed and executed a revised Service Order, construction activities shall resume. If the parties cannot agree to an acceptable alternative revised Service Order, Provider may terminate the agreement.
- 12.3. **Assignment.** Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written permission of Provider, which consent shall not be unreasonably withheld. Any act in violation of the foregoing shall be null and void; provided, however, that any such act shall not relieve the Customer of its obligations under the Agreement. Provider may assign the Agreement or delegate any or all of its duties under the Agreement to a subsidiary or related company at any time.



- 12.4. Licensing. No license, under patents or otherwise, is granted by Provider to Customer or shall be implied in Customer's favor with respect to any circuit, apparatus, system or method used by Provider in connection with any Service provided under this Agreement.
- Notwithstanding the foregoing, any Provider software provided to Customer to enable Customer to connect to Provider is licensed, not sold, to Customer for its use only under the Agreement. Customer may make one copy of the Provider software solely for backup purposes. Provider software is protected by United States copyright law. Customer may not distribute copies of the Provider software to others; electronically transfer the Provider software; decompile, reverse engineer, or otherwise reduce the Provider software to a human-perceivable form; or modify, adapt, translate, incorporate into other works, rent, loan, resell, distribute or create derivative works based on the Provider software or any part thereof. Upon expiration or termination of the Agreement, Customer shall either return the Provider software to Provider or destroy it. Software of third parties is subject to separate license agreements.
- 12.5. No Joint Undertaking. Notwithstanding any other provision of this Agreement, this Agreement applies only to Services provided to Customer, and does not constitute the joint undertaking with Customer for the furnishing of any service to Customer's end users. None of the provisions of this Agreement shall apply or extend directly to the Customer's end users. Provider does not undertake to transmit messages or offer any telecommunications services to end users under this Agreement. Provider shall be responsible only for the installation, operation and maintenance of its facilities used in providing Service, as specified herein.
- 12.6. Limitations on Benefits of Agreement. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.
- 12.7. Publicity. Neither party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other party in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other party's prior written consent.
- 12.8. Confidentiality. As used in this Agreement, Confidential Information means information not generally known to the public, whether of a technical, business or other nature, that is disclosed as a result of the parties' communications and discussions, and that should reasonably have been understood by the receiving party to be proprietary and confidential to the disclosing party because of legends or other markings, the circumstances of disclosure or the nature of the information itself. The parties agree that a disclosing party's Confidential Information, in either written, oral, electronic or other form will not be: (a) used by the receiving party for any purpose other than the performance of such party's obligations under this Agreement, or (b) disclosed by the receiving party either directly or indirectly by any means to any third person(s) without the express written permission of the disclosing party, unless otherwise required by governing authority or law. Notwithstanding the foregoing, Customer hereby consents to the release of information relating to its recurring monthly charges under this Agreement to individuals or entities involved in referring Customer to Provider (a "Lead Provider"). This information will be used solely for the purpose of calculating the referral fee to be paid to the Lead Provider. The Lead Provider shall not be considered a party to this Agreement.
- 12.9. Order of Precedence. In the event of any conflict or inconsistency in any of the component documents that comprise the Agreement, then to the extent of such conflict or inconsistency, the following descending order of precedence will control: (i) any tariff of Provider governing delivery of Service by Provider, and use of Service by Customer under this Agreement; (ii) this Agreement and any amendments thereto; and (iii) exhibits to this Agreement, including Service Orders. No Service Order shall alter or amend the parties' obligations under Exhibit A and/or Sections 8 or 9



of this Agreement, unless the Service Order expressly modifies such Sections and such alterations and amendments are countersigned by authorized officers of the parties.

- 12.10. Service Subject to Availability. The furnishing of Service is subject to the availability thereof on a continuing basis, and is limited to the capacity of Provider to provide Service as well as the capacity which Provider may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Provider. Whenever transmission capacity provided by Provider under this Agreement is connected to facilities provided by another person or entity, the regulations, terms and charges of such other person or entity shall apply for the facilities provided by such other person or entity. Nothing in this Agreement shall be construed to obligate Customer to submit, or Provider to accept, Service Orders.
- 12.11. Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
- 12.12. Attorneys' Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, to collect any amounts due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees (including, without limitation, the allocable costs of in-house counsel), court costs, costs of investigation and other related expenses incurred in connection herewith.
- 12.13. Amendments. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- 12.14. Notices. All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express. All written notices required under the Agreement shall be sent to the following:

**To PROVIDER:**

With a copy to:

**To CUSTOMER:**

Each party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.



- 12.15. Severability. Except as otherwise provided for in this Agreement, Service provided by Provider as set forth in each Service Order attached hereto is severable, and upon termination of Service with respect to any Service Order, Services provided under other Service Orders shall continue unaffected. Similarly, if any part or provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part or provision to the extent necessary to render the Agreement valid and enforceable.
- 12.16. Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.
- 12.17. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12.18. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- 12.19. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the terms of this agreement.
- 12.20. Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.
- 12.21. Choice of Law. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the Commonwealth of Virginia. Each party hereby expressly and irrevocably (i) submits to the jurisdiction of such courts for the purpose of any litigation as set forth above and irrevocably agrees to be bound by any final and non-appealable judgment rendered thereby in connection with such litigation; and (ii) waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

The undersigned parties have read and agree to the terms and conditions set forth in this Master Services Agreement.

**"Provider"**

**"Customer"**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Service Order

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

Customer Name: \_\_\_\_\_ Shentel Customer Number \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Initial Term: \_\_\_\_\_ Standard Interval: \_\_\_\_\_

### Contact

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### Service Description

### Monthly Recurring Charges

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### Notes:

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### List all published TN's when porting for voice services

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### Acceptance

My signature hereunder acknowledges that I have read and do understand the terms and conditions stated above and those in Master Services Agreement between the parties identified herein.

Customer \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Shenandoah Cable Television, LLC \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_



### Service-Specific Terms

In addition to the terms of the Master Services Agreement ("MSA"), the following terms and conditions shall apply to the services identified below as indicated in each Service Order.

#### Terms and Conditions Specific to Internet Access Services:

1. Dedicated Internet Access. Provider shall provision Customer with (i) a link to the Provider's Point of Presence ("POP") or other designated POP, by arranging for installation of the requisite facilities to Customer's site, and (ii) routing to the Provider's Internet Peering Location(s). Unless otherwise agreed by Provider in writing, Customer is responsible for providing necessary cabling, equipment, and manpower to distribute telecommunications facilities from the standard telco demarcation point ("demarc") to the Customer's equipment location, if necessary.
2. Relocating the Circuit. If Customer relocates (sometimes referred to as "re-terminating") the demarcation point of the circuit at Customer's premises used to provide access to Provider, Customer shall pay any fees incurred by Provider in connection therewith. Provider shall not be responsible for any service disruptions related to relocating the demarc.
3. Technical Support. Provider may provide Customer with limited support on integration of the service into the Customer's network. Provider shall monitor operation of the service between the Provider's network and the demarcation point at the Customer's premises. Customer is responsible for any administrative, technical, emergency or support personnel at Customer's site necessary for dealing with Provider and for providing, installing, and maintaining Customer's own equipment.
4. Domain Name Service. Provider shall, at Customer's request, (i) provide primary or secondary domain name service (DNS) for one registered domain. DNS for additional domains or secondary DNS may be requested, but Provider is under no obligation to provide. Provider disclaims all liability and responsibility for any loss, damage, claim or expense arising out of or related to the registration of Customer's domain name, its usage in network registrations or directories, or the failure of any third parties to register or use Customer's domain name. Notwithstanding any provision of this paragraph, Provider shall not be liable to Customer for failing to obtain any specific domain name(s) requested by Customer.
5. IP Address Allocation for Internet access agreements. Provider abides by the policies and regulations of the American Registry for Internet Numbers (ARIN). ARIN provides the IP space that Provider distributes to its customers. In order for Provider to acquire IP address space from ARIN, Provider must follow ARIN's policies for allocating assignments to its customers and enforcing efficient utilization of all IP addresses. For this reason, Provider's customers are required to justify their IP requirements in detail utilizing the IP Justification Form.
  - 5.1. ARIN: ARIN requires all IP assignments be documented via SWIP, RWHOIS or with internal databases. Provider utilizes an internal database for all assignments, except where SWIP assignment is necessary. Large IP address customers will also be required to maintain and provide upon request a spreadsheet worksheet of how their addresses are assigned internally. This will be requested when additional IP space is requested by the customer via the IP Justification Form.
  - 5.2. Disclosure: All information disclosed to Provider during this process is confidential, with one exception. If requested, Provider is required to provide ARIN with the same IP assignment information provided by the customer. This information may be requested when Provider requests additional IP space from ARIN for assignment to customers.
  - 5.3. Provider typically does not provide aggregate IPv4 allocations larger than /24. Customers requiring allocations larger than /24 are encouraged to request space directly from ARIN. Provider's standard assignment is a /30.
  - 5.4. Provider typically does not provide allocations or assignments to customers who already have direct allocation(s) from ARIN.
  - 5.5. Provider will not provide additional allocations or assignments until all previous net blocks have reached an 80% utilization rate. A usage figure of 80% must be achieved within 90 days after



allocation/assignment, or the addresses will be withdrawn. (80% usage is based on SWIP records and a scan run against all assigned net blocks). Provider reserves the right to change customer assignments/allocations as necessary. Should that result in IP space that is not being used, Provider will reclaim the space. Provider cannot guarantee the assignment of contiguous net blocks.

- 5.6. Customer must maintain proper reverse DNS records for all assigned or allocated addresses.
- 5.7. Customer will not be given address space for administrative convenience.
- 5.8. Provider assigns IPv6 net blocks upon request. A single direct network will be assigned a /64, a network with a routed connection will receive a /56. Any request for a /48 must explain why more than 356 /64 blocks is necessary.
- 5.9. Provider supports Provider Independent (PI) space, which is required to multi-home with IPv6; however these /48 net blocks must be requested directly from ARIN.
- 5.10. Request for IP address space greater than /29 will require additional customer documentation and approval from Service Provider. Upon approval, the IP addresses will be provided at additional cost at market value.
- 5.11. Additional information regarding ARIN is available at <http://www.arin.net/>. Specific information on ARIN Policies is available at <https://www.arin.net/policy/nrpn.html>
6. Security. Customer understands that Provider does not own or control the telecommunications lines or facilities or other facilities to which it may provide access, except those specifically identified as belonging to Provider. Accordingly, Provider shall not be responsible for user/access security. Provider shall not be liable for any inability, failure or mistake in detecting or identifying unauthorized or inappropriate network access. If Customer detects an unauthorized disclosure of its IDs or passwords, it shall notify Provider immediately.
7. Agreement to Pay Service Charges. Customer agrees to pay the Nonrecurring and Monthly Recurring Charges set forth in the Service Order. Service Charges are independent of the amount of traffic or system access by legitimate users at the Customer's location. The Service Charge may be affected by tariffs or regulatory agencies and accordingly Provider reserves the right to change the Service Fee during the Initial Term or any Renewal Terms of the Agreement. Provider will give Customer 60 days prior notice of any mid-term increase in the Service Fee. Customer agrees to pay the new Service Charge from and after the effective date of the new Service Charge, unless Customer has terminated the Agreement in accordance with the MSA. In the event Customer extends the Agreement for an additional year, Customer agrees to pay the then-current annual Service Charge.
8. Other Charges. Customer is responsible for (i) its own network charges incurred in accessing Provider, and (ii) payment for any merchandise or services it or its users order or obtains through the networks to which Provider provides access. Unless otherwise set forth in the Service Order, Provider is providing Customer only with Internet access and is not in any way involved with, and specifically disclaims any liability for, product or service selection, purchase, payment, warranties, delivery, maintenance, or related matters.
9. Acceptable Use Policy. Customer agrees to abide by Provider's Acceptable Use Policy, found on its website at [www.shentel.com](http://www.shentel.com), which may be changed from time to time in Provider's sole reasonable discretion.

#### **Terms and Conditions Specific to VoIP Telephone Services:**

1. Voice Services. All voice Services provided by Provider are transported over a packet network. In some cases, equipment (such as a fax machine), may not be compatible with packet transport, and therefore will not operate properly.
2. Business and Alarm lines. Shentel Business voice services supports connections to alarm systems, fire panels, and elevator phones. However, all voice services provided by Provider are transported over a packet network and in some cases, equipment (such as a fax machine, alarms systems, fire panels, etc.),



may not be compatible with packet transport, and therefore will not operate properly. If your equipment is not compatible with IP telephony, it is strongly recommended that you have a traditional Plain Old Telephone Service line integrated with your equipment. You should check with your equipment vendor for compatibility before purchasing to make sure there will be no issues with the VOIP connection.

3. 911 Services. Customer hereby confirms it has been provided with information related to Internet-based telephone service (commonly known as "VoIP") and the differences that exist between VoIP service and traditional wireline telecommunications services, including the possibility that services (including 911 services) may not function in certain circumstances. Customer will be required to register the physical location of Customer's equipment with SHENTEL and agree to call SHENTEL customer service to update the location whenever the physical location of service for a particular telephone number changes. Customer may register only one location at time. If Customer does not update the physical location, Customer's 911 calls may be sent to an incorrect emergency center.
4. Limitations of VoIP Service. SHENTEL will provide a physical notice informing users of the limitations of VoIP Service in the event of certain equipment/service failures. This notice must be placed and remain near the phone(s) used for your SHENTEL VoIP Service. Customer acknowledges and agrees it will inform all employees, guests, and other third parties who may use the VoIP Service of the potential interruptions caused by the events described in this section, and more specifically that basic 911 and E911 services may not function in the case of a service failure for any of the following reasons: (a) the telephone device to which a particular telephone number has been assigned is moved to a location outside the premises where the telephone device was originally installed, the "registered address,"; (b) there is an outage, degradation or other disruption of power at the Customer's location; (c) there is an outage, degradation or other disruption of Customer's broadband Internet connection, whether such connection is provided by SHENTEL or another provider; (d) suspension of services due to billing issues; (e) any other service outages not described herein; (f) Customer's failure to provide a correct physical address in the requisite format may cause all basic 911 or E911 calls to be routed to the incorrect local emergency service provider; (g) if Customer uses the public Internet for voice calls (or voice call signaling), Customer may not be able to access 911 or E911 services; and/or (h) an equipment malfunction due to incompatibility of analog and digital technology.
5. Limitation of Liability. SHENTEL will not be liable for any inability to dial 911 using SHENTEL VoIP services or for the misrouting of any calls made to Public Safety Answering Points (PSAPs) or to municipal emergency service providers caused by Customer's failure to comply with this MSA or resulting from any of the circumstances described in Section 2, and Customer further agrees to defend, indemnify and hold harmless SHENTEL, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to SHENTEL in connection with SHENTEL's VoIP services, from any and all claims, losses (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) by, or on behalf of, Customer or any third party or user of SHENTEL's VoIP services relating to the non-availability of 911 dialing. SHENTEL's suppliers will not be liable to Customer for any damages for any reason.
6. Fraudulent use. Customer is solely responsible for maintaining the security of its network, equipment, account, password, files, and user access. Shentel shall not be responsible for user or third party access security. Shentel shall not be liable for any inability, failure or mistake in detecting or identifying unauthorized or inappropriate network or equipment access. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement. Shentel reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.
7. Unlimited Long Distance. The unlimited long distance bundle (Unlimited Long Distance) may be available for purchase on eligible access lines (such eligible access lines may be changed or modified by Provider at any time and without notice). Unlimited Long Distance pricing will be set forth on a Service Order. The Unlimited Long Distance monthly fee is in addition to the access line charges and does not include Toll-free calls, operator-assisted calls, and calling cards, which incur additional charges. Additional taxes and surcharges may apply. Unlimited long distance calling is limited to the contiguous United States only. Unlimited Long Distance is only available on a per access line basis for eligible business voice service and is not permitted for: shared trunks in a PBX, other shared calling and call center platforms, Internet and/or data use, high volume call center environments, high volume hotel environments, robo-calling or auto-dialing platforms, or high volume usage organizations, each of which is prohibited. Immediately upon



notice to Customer, Provider may modify, terminate, or transition any Unlimited Long Distance package to a usage based rate long distance package if Provider, in its sole and absolute discretion, suspects abusive practices. Abusive practices include use of the prohibited applications described above, as well as any usage that exceeds what is customary for business access lines. Customer shall be responsible for all usage and associated per minute rates for the billing period in which abusive practices occurred onward.

#### 8. Voice Expectations and Customer Requirements for Hosted Voice Services

##### **Shentel Responsibility**

1. Host and maintain the voice feature switch on Shentel's premise
2. Replace any faulty phones throughout your contract term
3. Ship Phones to your location with proper labeling and documentation
4. Provision your Business Group based on the standard configurations set forth in the product document (i.e. Basic, Standard)
5. Give you access to training and reference material for the phones and Business Group Administration Portal
6. Provide standard training documentation on the phone system to your Business Group Administrator. Your Business Group Administrator will make changes after 7 day initial installation period. See below for more information about how to make changes during and after the initial installation period.
7. Installation: Shentel shall be responsible for placing phones and testing should customer elect to pay a Non Recurring Charge (NRC) for installation Services. Please refer to the 'Voice Professional Services' section below for current installation rates.
8. After installation and turn up is complete, the customer will have a 7 day installation period to contact the Shentel Business Services department to make any necessary feature or functionality changes. Any changes requested by the customer after this initial 7 day period will be subject to the current Voice Professional Services rates at the time the change was requested. The 7 day Installation support period should only be used for feature and functionality support and NOT for configuring the customer's network or equipment. If Shentel must get involved to configure the customer's network or equipment, customer will be billed the current Voice Professional Services rate.

##### **Customer Responsibility**

1. Set up, maintain, operate and troubleshoot your internal voice network (switches, jacks, cabling, VLAN, firewalls, routers); charges will apply on a time and materials basis at the Professional Services Rate for any issues found to be on the customer network. Shentel is not responsible for configuring or adapting customer owned equipment to be compliant with Hosted Voice. If Shentel is engaged and agrees to correct these issues, a Change Request form must be completed documenting the changes and you will be charged the Voice Professional Services rate for the time spent. Use of Customer provided equipment is at Customer's own risk, and Shentel shall not be liable for any damages whatsoever relating to or arising from Customer's use of customer-provided equipment, including, but not limited to, work performed by Shentel professionals on equipment provided by customer.
2. Unbox the phones, place in the location specified by the label and where applicable, attach Ethernet cable to back of phone. If Ethernet cable is in use for the existing phone system, the customer will not be able to install the Ethernet cable until the day of the port.

3. Set-up and maintain features/functions through the Business Group Administration Portal (i.e. Speed dials, music on hold, extension changes, personnel changes, ring tones, etc.) Customer will have 7 days to call the Business Services department with feature and functionality changes. After the 7 days, customer will be subject to the Voice Professional Rates for any changes made by Shentel.
4. Conduct basic troubleshooting of your network before calling the Shentel NOC
5. Understand that when porting numbers, you should expect around 15 minutes of service interruption, potentially more in some cases.
6. Train your end users on how to use the phone system.
7. Your Business Group Administrator is required to make changes after initial installation. Any changes requested to be made after the installation support period of 7 days will be billed at the current Voice Professional Services rate below.

#### **Voice Professional Services Rates**

The current Voice Professional Services rate is \$125 per hour billed in 15 minute increments. This rate may change from time to time at Shentel's discretion.

Shentel will install Hosted Voice handsets, per customer request, for \$15 per handset. Installation includes: quality controlling proper destination based on the label, unboxing the phone, assembling the phone, using the provided 6ft Ethernet cable to connect the phone to the Ethernet wall jack. Customer will be responsible for providing longer cables where needed. This installation rate may change from time to time at Shentel's discretion.

#### **Hosted Voice Customer Requirements**

In order to ensure a successful Hosted Voice install each Hosted Voice customer will have their internal network properly configured. These requirements must be met before installation of the phones; if the below expectations cannot be met customer should contract an integrator.

#### **Customer Configuration Requirements:**

1. Internal network infrastructure must have configurable network switches capable of having multiple VLANs configured. Customer network must be configured with a separate voice VLAN dedicated to VOIP (VLAN is assigned by Shentel). Hubs or Bridges are not acceptable.
2. POE (Power over Ethernet) switches are highly recommended. If POE switching is not available, a power outlet will be needed near the location of each phone for a power adapter, which may be provided at an additional cost.
3. Network cabling for each phone must be a minimum of CAT5.
4. Customer will complete the voice Site Survey with Shentel Sales Engineering.
5. Shentel does not support alarm or elevator lines with Hosted Voice service.
6. Customer must provide a LOA (Letter of Authorization) to Shentel authorizing number cutover.
7. All IP Phone network jacks must be clearly identified as a voice port if separate voice ports are configured for each phone.
8. If back-up is desired, customer must provide UPS for all devices supporting the IP Centrex service at their location(s), this includes but is not limited to phones, switches, router, and Shentel demarcation device(s). Shentel will not be liable for customer owned UPS and up-time of any devices that are connected to such UPS.



## EXHIBIT A

### SERVICE LEVEL AGREEMENT FOR METRO-ETHERNET AND DEDICATED INTERNET ACCESS SERVICES

1. **Technical Specifications.**

Description of Service

Layer 2 telecommunications transmission transport links provided between two or more points that meet at designated demarcation points between Provider Hub and Customer to provide Metro-Ethernet and/or Dedicated Internet Access Service.

2. **Service Outage.** In the event of a Service Outage to any On-Net Metro-Ethernet or Dedicated Internet Access (DIA) Service, Customer may be entitled to a credit (a "Service Credit") in accordance with Section 5 below. A "Service Outage" is a complete disruption of an On-Net Metro-Ethernet or DIA Service under this Service Level Agreement ("SLA"), such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder. A Service Outage shall be deemed to begin upon Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational, as documented by Provider's records. Notwithstanding anything to the contrary in this SLA, in the Agreement or in any Service Order, in no event shall a Service Outage or failure to meet any objectives or parameters under this SLA be deemed to be or constitute a breach by Provider of this SLA, the Agreement or any Service Order.
3. **Service Interruption.** An "Interruption" means any two (2) second interval with a complete interruption of transmission or a bit error rate worse than  $1 \times 10^{-9}$  for a particular communications path for a Service. In the case of dedicated Internet access, customer co-location, or other peering arrangements, this allowance applies only to facilities and cross-connects provided and monitored by Provider. Both Provider and Customer agree to promptly work in a cooperative manner to identify the causes of any Service Interruptions, and Provider agrees to promptly take commercially reasonable steps to restore Service upon being made aware of any Service Interruption; provided, however, in no event shall any Service Interruption be an event of Default by Provider under this Agreement.
4. **Routine Maintenance.** System maintenance normally will not result in Service Interruptions. In the event that system maintenance should require a Service Interruption, to the extent practicable, Provider shall use reasonable efforts to perform system maintenance during non-peak hours (midnight to 6:00 a.m.), or at other times after prior notification to Customer.
5. **Emergency Maintenance.** Provider reserves the right to perform emergency maintenance on its system, network, equipment or facilities at any time and, to the extent practicable, will provide Customer with prompt notice thereof.
6. **Network Availability.** Network Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Shentel does not conform to the technical specifications, (iii) customer is unable to pass signal over fiber. Shentel has fully redundant network architecture for each circuit on the network but by default every circuit is classified as "unprotected" unless otherwise specified on the Service Order.
  - a. **Protected:** Network/Service Availability objective is 99.99% upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel NOC.
  - b. **Unprotected:** Network/Service Availability objective is 99.9% upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel NOC.
7. **Service Level Objectives.** Shentel provides Service Level Objectives (SLO's) for its network and services, including availability, mean time to respond, mean time to restore and performance metrics. SLO's are standards that Shentel utilizes to measure performance, resilience and business continuity. Shentel makes every effort to ensure SLO's are continuously met by proactively



monitoring, measuring and responding to requirements before they become issues that could potentially impact performance objectives.

- a. **Mean Time to Respond.** Mean Time to Respond is the average time required for the NOC to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel Network Operations Center.
- b. **Mean Time to Dispatch.** Mean Time to Dispatch is the average time required to have a Shentel Operations Technician at the customer's location. The Mean Time to Dispatch is two (2) hours from the time a trouble ticket is opened with the Shentel Network Operations Center.
- c. **Mean Time to Restore.** Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the Shentel Network Operations Center.

8. **Service Credits.** In the event of a Service Outage to an On-Net Metro-Ethernet or DIA Service, Customer may request a Service Credit of the applicable MRC for the impacted Service based on the table below.

Aggregate Length of Service Outage:	Credit: Unprotected	Credit: Protected
≥1 minute and <2 hours	No Credit	10% of the MRC for the disrupted service.
≥2 hours and <4 hours	10% of the MRC for the disrupted Service	25% of the MRC for the disrupted Service
≥4 hours and <8 hours	20% of the MRC for the disrupted service	50% of the MRC for the disrupted service
≥8 hours and <12 hours	35% of the MRC for the disrupted service	75% of the MRC for the disrupted service
≥12 hours	50% of the MRC for the disputed service	100% of the MRC for the disputed service

The number of minutes of separate and discrete Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes or surcharges or any third party charges passed through to Customer by Provider. Customer must be in good standing to be eligible for Service Credits; no Service Credits will be given on past-due accounts or to Customers otherwise in non-compliance under this Agreement. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters set forth in this SLA. In no event shall Provider's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this SLA) exceed fifty percent (100%) of the MRC for the affected Service.

9. **Service Credit Request.** Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.
10. **Chronic Outage.** Customer may elect to terminate an affected On-Net Metro-Ethernet or Dedicated Internet Access (DIA) Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, (1) For Protected On-Net Metro-Ethernet or Dedicated Internet Access Service, such Protected On-Net Metro-Ethernet or Dedicated Internet Access

Service is "inoperative" (See Exhibit A Section 3 for "inoperative" definition) for four (4) or more separate occasions of more than two (2) hours each OR for more than twenty four (24) hours in the aggregate in any calendar month; or (2) For Unprotected On-Net Metro-Ethernet or Dedicated Internet Access Service, such Unprotected On-Net Metro-Ethernet or Dedicated Internet Access Service is inoperative for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month. Customer may only terminate such On-Net Metro-Ethernet or Dedicated Internet Access Service that is inoperative as described above, and must exercise its right to terminate the affected On-Net Metro-Ethernet or Dedicated Internet Access Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. For the purposes of this section, Events exempt from Service Credit defined in Section 12 of this SLA or elsewhere in the MSA will not be included in the number of Chronic Outages.

**11. Multiple Applicable Service Standards.**

- a. When Service provided by Provider includes more than one communication path, the Service Interruption allowance applies only to the path interrupted.
- b. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

**12. Events Exempt from Service Credit.** Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
- b. Failure of electrical power not provided by Provider;
- c. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- d. Customer's noncompliance with this Agreement;
- e. Any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
- f. Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
- g. Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
- h. Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA



## EXHIBIT B

### SERVICE SPECIFIC TERMS FOR MANAGED services Managed Services - Service specific Terms

- 1) **General.** By purchasing Shentel Managed Services, Customer agrees to the non-negotiable, online Meraki End Customer Agreement terms and conditions at <https://meraki.cisco.com/support/#policies:eca> ("Meraki End Customer Agreement"), which is incorporated by reference. In the event of a conflict between the Agreement and the terms of this Service Exhibit and the Meraki End Customer Agreement, the Meraki End Customer Agreement will prevail over the terms of the Agreement.
- 2) **Service Description.** Shentel provides monitoring and management of the Meraki portfolio of devices in Customer's network environment. The Shentel devices establish logical connections across a physical Internet WAN connection. Shentel supports the Service via the password protected Meraki portal ("Portal").
- 3) **Device and Management Package.** The Device and Management Package includes: an eligible Rental CPE device ("Device"), Standard Installation, Standard Implementation, Maintenance, Management of the Meraki Devices, Portal Access, and license rights as described in the Meraki End Customer Agreement
  - a) Devices are secure, managed solutions for Wi-Fi, SD-WAN, network switching, security, and 4G LTE backup. Shentel offers the following categories of Devices from the Meraki portfolio:
  - b) Wireless Access Points are devices available for indoor and outdoor use to provide Customer with private wireless LAN and/or guest Wi-Fi access.
  - c) Security Appliances provide firewall, universal threat management, and SD-WAN options that meet industry standards. There are two license options for Security Appliances: Enterprise and Advanced. For use with SD-WAN functionality, Shentel recommends the Advanced Security License which includes content filtering, intrusion detection, advanced malware protection, and more.
  - d) Network Switches provide POE ports for multiple devices with multiple port options that will support Customer's entire portfolio. 4G LTE. Shentel will provide a USB or ethernet connected modem that will connect to any Shentel provided MX Appliance. Customer will be responsible for purchasing and placing external antennas if minimum requirements for the service are not met. Customer will receive a data allowance, as outlined in the Service Order, that will reset each month. If the Customer exceeds that data allowance in any given month Customer will be responsible to pay the standard overage rate of \$0.015 per MB of data used.
- 4) **Management.** Network management ("Management") includes (a) 24x7x365 performance management by Shentel skilled operations technicians; (b) continuous network monitoring of Devices and Managed Devices and notification; (c) fault management and analysis to correct unusual operational behaviors; (d) patch management for all hardware and software and (e) on-site repair services including coordination with Meraki.
  - a) **Managed Switches.** Shentel will be responsible for the operations of the switches up to the switch port. If customer is leasing or purchasing a Shentel managed service including endpoints attached to a managed switch, Shentel will be responsible for those endpoints. In both of the above cases, customer will be responsible for cabling and endpoints beyond the switch port.
- 5) **Standard Implementation.** includes (a) responsibility for roll-out schedule, installation management, and project communication; (b) standard configuration of each device in the Portal that can be replicated for all networks; and (c) shipment of all equipment to the end-customer site location based on the deployment schedule.
- 6) **Standard Installation.** Service will be installed by Shentel or Shentel provided contractors. Standard Installation includes onsite installation of equipment, test and activation. Installation is only considered Standard Installation if: (a) no lifts are required, (b) no firebreak penetrations are required, (c) customer provides heat maps and AP locations (d) all ceilings are either drop or rafter constructed and (e) all work is completed during normal business hours (8:00 AM to 5:00 PM) local time. Customer may be



responsible for completing any necessary work or for contracting a third party to do so. Customer agrees to allow Shentel access to Customer's premises at reasonable hours as necessary. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation, or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any reasonable charges assessed by Shentel for the missed appointment. Shentel reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. Customer is responsible for necessary preparations at its location(s) for delivery and installation of equipment and the installation and ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the equipment or Service. Upon request, Customer will provide Shentel with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. If Customer requests subsequent installation-related visits from Shentel, Customer will pay any additional charges associated with the additional work.

- 7) **Self-Installation.** Customer may order the self-install option for wireless Access Points. If Customer orders Self-Install, Customer will be responsible for installation of Devices and integration into the Customer's network. Customer is responsible for necessary preparations at its location(s) for delivery and installation of Devices including but not limited to: (a) ensuring that Customer's location has access to power and customer network connections, and (b) cabling, if required. Shentel will load standard configurations in the Portal for initial setup including SSIDs for internal and guest access. Customer will call into Shentel's Activations and Implementation support team when ready for service to be turned up. Shentel cannot guarantee wireless coverage with the self-install option.
- 8) **Maintenance.** Service maintenance will be conducted remotely through the Portal when Shentel receives an alarm notification or when Customer notifies the SHENTEL operations center. If Shentel determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. Shentel will dispatch a technician for replacement installation if required. If Shentel conducts maintenance due to service deficiencies or interruptions caused by Customer, Shentel will charge a one-time NRC of \$125 per hour for that maintenance.
- 9) **Portal Access.** Customer will have access to the Portal for reporting analytics and full visibility to their network. Shentel will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the SHENTEL operations center. Shentel will exclusively maintain global administrative access to the Service at all times. Shentel will not be responsible for outages or security incidents that occur due to Customer changes or configuration.
- 10) **Additional Charges.** Situations that fall outside of our Standard Installation will require additional charges:
  - a) Scissor Lifts. If device placement is above 14 ft., installation will require the use of a scissor lift.
  - b) Heat maps
  - c) Site survey
- 11) **Service Level Objectives**
  - a) **Downtime** is an interruption to the availability of Shentel Managed Services for any reason other than those stated in the "Events Exempt from Service Credit" below.
  - b) **Credits** Shentel does not provide any service level credits for Service Unavailability for broadband access without cellular back-up service. The Availability service level of broadband access is 99.99% when combined with cellular back-up service. In the event that Shentel fails to achieve the availability SLA, Customer shall be entitled to a credit as a percentage of its MRC for the affected broadband access service as follows:

Cumulative Unavailability (HR:MIN)	% of broadband access MRC
00:01 – 00:04	No Credit
00:05 – 00:43	10%
00:44 – 04:00	15%
04:01 – 12:00	30%
12:01 – or Greater	50%



- c) Events Exempt from Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:
  - d) Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
  - e) Failure of electrical power not provided by Provider;
  - f) Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
  - g) Customer's noncompliance with this Agreement;
  - h) Any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
  - i) Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
  - j) Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
  - k) Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA
- 12) **Terms and Conditions.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.
- 13) **Additional Disclaimer of Warranty.** Meraki makes warranties directly to Customer pursuant to the Meraki End Customer Agreement. Shentel does not make any representations, warranties, or any other commitments regarding Meraki or its products. In addition to any other disclaimers of warranty stated in the Agreement, Shentel makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Shentel impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Shentel. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Shentel makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that use common network features, have appropriate security controls. Customer agrees to notify Shentel in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.
- 14) **Limitations of Services.** Shentel is providing a cloud-managed endpoint security solution that is intended to provide advanced protection against viruses, malware, and other external cyber-threats by detecting, preventing, and responding to external threats. This solution identifies external threats and assists Customer in reducing response time to those threats. No vendor can claim 100% effectiveness in identifying all threats due to the ever-changing threat landscape and, despite Customer's use of the solution, there may still be a time when malware infects a device. Customer is responsible for all monitoring of security solution and acting on any malware isolation and response on the Customer device. Shentel can assist Customer with a request to supply logs to Customer from the incident. The Shentel solution is intended to guard against external cyber-threats. Customer may also experience threats that are internally sourced in their network. Although the solution is not designed to detect those threats, Shentel will, by request, assist Customer in its investigation and response, by supplying logs to Customer. Internally sourced threats may originate from, but are not limited to, "phishing" or social engineering attacks, email links or attachments, USB drives, malicious websites, and even the malicious actions of Customer's own personnel. Customer is responsible for all malware isolation and response on Customer device.



- 15) **Data Requests.** In the event that Customer requests data from their Managed Service(s), the NOC will fulfil the request within 14 calendar days of the request being made at the email address Strategic-care@shentel.net. Data logs are kept for no more than 1 year, after which time they will be discarded and no longer available. Customer may request data up to 30 days after the Customer has terminated service(s) with Provider.

**16) Additional Customer Responsibilities**

- a) Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Shentel or Cisco in accordance with this Service Exhibit and the Meraki End Customer Agreement. In addition, Customer consents to Shentel's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest.
- b) Customer is responsible to provide Cat 5e or Cat 6 ethernet cabling and 120V AC power to each end point.
- c) Customer must notify Shentel of any move or relocation of Service.
- d) Customer must have access to the public internet and Customer will be responsible for the underlying Internet connection. Customer's Internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.
- e) Customer is responsible for sharing with Shentel all information that might impact the Service or Shentel's ability to provide the Service as soon as the changes or problems are discovered. This includes informing Shentel of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.
- f) Customer is responsible for providing end-user support.
- g) Customer is responsible for providing Shentel with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with Shentel necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, or mobile telephone number, and any other information that may be required to reach the POC during the workday or after hours. The POC must be available during any remote installation process. Shentel is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts Shentel's ability to access devices or applications, Shentel may not be able to perform support.



## EXHIBIT C

### SERVICE LEVEL AGREEMENT FOR METRO-ETHERNET CLASS OF SERVICE

1. **Class of Service.** CoS defines how multiple service frames utilizing the same network simultaneously will be prioritized relative to one another in the event of congested network conditions. CoS is only operational in the event of congestion on any given link. CoS option maps to a specific forwarding class on the Shentel network; traffic with higher forwarding class will supersede traffic with lower forwarding class. The CoS to be applied at the EVC level. CoS allows for the customer to make distinctions between different types of traffic such as voice, video, application data, etc., by assigning each type of traffic to a given EVC, and prioritizing those EVCs accordingly with appropriate CoS options. These forwarding classes assigned to a given EVC will be apply throughout the network, meaning forwarding class is maintained from the point of network ingress at the originating UNI and network egress at the terminating UNI. Only one forwarding class per EVC allowed. NRC will be charged for customers who would like multiple classes of service per physical interface.

Shentel will not honor a customer's PCP bit values.

2. **Q-in-Q.** Shentel Ethernet supports Q-in-Q VLAN tagging, a construct in which multiple, stacked VLAN tags are supported on Ethernet frames. This functionality is typically associated with wholesale applications, and is a key component of the E-Access service type. Two types of tags are used in a typical Q-in-Q application, each assigned by a different party, and each used for separate and distinct purposes. This combination of multiple tags allows Shentel to permit its individual E-Access carrier customers to freely use VLAN IDs associated with their end-user customers (C-tags) without the possibility of overlap/conflict with the VLAN IDs of other Shentel carrier customers, regardless of the mix of next-gen and non-next-gen equipment in use.

<b>S-Tag</b>	<b>Service Tag</b>	A tag that is applied to the front of a frame to be used by the service provider to pass across their network.
<b>C-Tag</b>	<b>Customer Tag</b>	The is a tag that is received by a customer that is used at the UNI points at each handoff point with the user.

3. **Link Aggregation Control Protocol (LACP).** Shentel Ethernet E-Access Service NNIs are provisioned over redundant links (on the same chassis) configured with LACP. Link aggregation protocol aggregates multiple Ethernet interfaces to form a logical point-to-point link, known as a LAG, virtual link, or bundle. Link aggregation provides network redundancy by load-balancing traffic across all available links. If one of the links should fail, the system automatically load-balances traffic across all remaining links.
4. **Service Frame Sizes.** Shentel Ethernet supports standard 1,522 byte Ethernet Service Frames, as well as non-standard frame sizes between 1,522 bytes and 9,000 bytes, subject to equipment limitations. Shentel will be able to support Service Provider Tagging / QinQ / 802.1pq which requires the higher level frame size.
5. **Static EVC Path.** Static EVC Path Selection provides customers with the ability to specify a specific, fixed path to be utilized for a given EVC through the Shentel core network. When the customer chooses this option, it replaces the standard implementation in which transport paths are dynamically determined by the governing routing protocols in use in the Shentel core network.
6. **SLA Measurements.**

Metric	Name	Definition
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FD	Frame Delay	The time required to transmit a Service or ENNI Frame from ingress EI to egress EI. (Latency)
IFDV	Inter-Frame Delay Variation	The difference in delay of two consecutive service or ENNI Frames of the same CoS Frame Set. (Jitter)
FLR	Frame Loss Ratio	Frame Loss Ratio is a characterization of the number of lost Service Frames or ENNI Frames between the ingress External Interface (EI) and the egress External Interface (EI). Frame Loss Ratio is expressed as a percentage. (Packet Loss)
AVL	Availability	$([\text{Total minutes in calendar month}] - [\text{total minutes of unavailability}]) / [\text{Total minutes in calendar month}]$
MTTR	Mean Time to Repair	Average time to repair all outages within a calendar month. Measured from point of Shentel acknowledgement of responsibility for trouble detailed on trouble ticket initiated by customer.

## 1. PT 1 (Metro PT = &lt; 250km, 155mi)

PT1	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	45ms	23ms	15ms	10ms
Jitter (Network Delay Variation)	20ms	16ms	8ms	2ms
Packet Loss	<1%	<0.1%	<0.01%	<0.001%
Availability	99.9%	99.9%	99.99%	99.999%

## 2. PT 2 (Regional PT = &lt; 1,200km, 745mi)

PT2	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	80ms	45ms	30ms	20ms
Jitter (Network Delay Variation)	25ms	25ms	15ms	5ms
Packet Loss	<1%	<0.1%	<0.02%	<0.01%
Availability	99.9%	99.9%	99.99%	99.99%

## 3. PT 3 (Continental PT = &lt;7,000km, 4,349mi)



PT3	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	120ms	100ms	80ms	45ms
Jitter (Network Delay Variation)	35ms	30ms	20ms	10ms
Packet Loss	<1%	<0.1%	<0.04%	<0.02%
Availability	99.9%	99.9%	99.99%	99.99%

4. PT 4 (Global PT = <27,500km, 17,087mi) **Non-standard; TBD on a case by case basis**

7. **SLA Scope.** An SLA portal will be used to measure performance from UNI-to-UNI for all prescribed measurements, and will be measurable at the lowest level of service differentiation, either VLAN (effective as of Ethernet) or CoS as applicable.

**Off-Net Access.** Shentel does not support perform for off net circuits.

**Carrier**

Carrier MSA agreement take precedent to the SLA's found herein.

8. **Service Credit Exemptions.** Events Exempt from Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
- Failure of electrical power not provided by Provider;
- Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- Customer's noncompliance with this Agreement;
- Any emergency or routine maintenance;
- Any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
- Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
- Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
- Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA.

9. **Credit Allowance Matrix**

Credit Allowance for Latency Performance Metric									
Class of Service	PT 1		PT 2		PT 3		PT 4		
	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	
Gold	0-10	No Credit	0-20	No Credit	0-45	No Credit	ICB	No Credit	
	10.01-15	10%	20.01-30	10%	45.01-80	10%	ICB	10%	
	15.01-23	25%	30.01-45	25%	80.01-100	25%	ICB	25%	



		>23	50%	>45	50%	>100	50%	ICB	50%
Silver		0-15	No Credit	0-30	No Credit	0-80	No Credit	ICB	No Credit
		15.01-23	10%	30.01-45	10%	80.01-100	10%	ICB	10%
		23.01-45	25%	45.01-80	25%	100.01-120	25%	ICB	25%
		>45	50%	>80	50%	>120	50%	ICB	50%
Bronze		0-23	No Credit	0-45	No Credit	0-100	No Credit	ICB	No Credit
		23.01-45	10%	45.01-80	10%	100.01-120	10%	ICB	10%
		45.01-80	25%	80.01-120	25%	120.01-180	25%	ICB	25%
		>80	50%	>120	50%	>180	50%	ICB	50%

## Credit Allowance for Jitter Performance Metric

		PT 1		PT 2		PT 3		PT 4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Gold	0-2	No Credit	0-5	No Credit	0-10	No Credit	ICB	No Credit
		2.01-3	10%	5.01-10	10%	10.01-15	10%	ICB	10%
		3.01-5	25%	10.01-15	25%	15.01-20	25%	ICB	25%
		>5	50%	>15	50%	>20	50%	ICB	50%
	Silver	0-10	No Credit	0-15	No Credit	0-20	No Credit	ICB	No Credit
		10.01-15	10%	15.01-20	10%	20.01-30	10%	ICB	10%
		15.01-20	25%	20.01-30	25%	30.01-50	25%	ICB	25%
		>20	50%	>30	50%	>50	50%	ICB	50%
	Bronze	0-20	No Credit	0-25	No Credit	0-30	No Credit	ICB	No Credit
		20.01-30	10%	25.01-40	10%	30.01-50	10%	ICB	10%
		30.01-50	25%	40.01-60	25%	50.01-80	25%	ICB	25%
		>50	50%	>60	50%	>80	50%	ICB	50%

## Credit Allowance for Packet Loss Performance Metric

		PT 1		PT 2		PT 3		PT 4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Gold	0%-0.001%	No Credit	0%-0.01%	No Credit	0%-0.02%	No Credit	ICB	No Credit
		0.001%-2.00%	10%	0.01%-2.00%	10%	0.02-2.00%	10%	ICB	10%
		2.01%-4.00%	25%	2.01%-4.00%	25%	2.01%-4.00%	25%	ICB	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%
	Silver	0%-0.01%	No Credit	0%-0.02%	No Credit	0%-0.04%	No Credit	ICB	No Credit

Bronze	0.01%-2.00%	10%	0.02%-2.00%	10%	0.04%-2.00%	10%	ICB	10%
	2.01%-4.00%	25%	2.01%-4.00%	25%	2.01%-4.00%	25%	ICB	25%
	>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%
	0%-0.10%	No Credit	0%-0.10%	No Credit	0%-1%	No Credit	ICB	No Credit
	0.10%-2.00%	10%	0.10%-2.00%	10%	1.01%-2.00%	10%	ICB	10%
	2.01%-4.00%	25%	2.01%-4.00%	25%	2.01%-4.00%	25%	ICB	25%
	>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%



**EXHIBIT D****End User license agreement****Max Unified Communications and Max Meeting****1. Acceptance of Agreement; Changes.**

1.1. This is a legally binding contract between you (either an individual or a single entity) and **Shentel** ("**Shentel**"). In order to install or use the Max Unified Communicator and Max Meeting (the "**Product**"), you must first accept this End User License Agreement (the "**Agreement**"). This Agreement is accepted by you when: (a) you click to accept, sign or agree to the Agreement, or (b) when you install and/or use the Product. The use of the Product may be subject to separate third party terms of service and fees, including without limitation the terms of service of and fees charged by your mobile or telecommunications network service provider.

1.2. The Product is not intended for use by persons under the age of eighteen (18). If you are under 18 years old, you may not use the Product or provide **Shentel** with any personal information.

1.3. By installing or using the Product, you affirm that you (a) are either over the age of majority in your jurisdiction of residence, (b) are fully able and competent to enter into the terms and conditions of this Agreement, and (c) agree to be bound by all of the terms and conditions of this Agreement.

1.4. **Shentel** may make changes to this Agreement from time to time, and the changes will become effective at the earliest of the following: (a) you click to accept or agree to the modified Agreement, or (b) you install and/or use a new version of the Product that is subject to the modified Agreement.

**2. LICENSE.**

2.1. Subject to your compliance with this Agreement, including any additional terms set out in Section 14 (as applicable), **Shentel** grants you a non-exclusive, non-transferable, limited, revocable license to install and use the executable code version of the Product for personal or internal business purposes. This license does not entitle you to receive from **Shentel** hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Product. All rights not granted under this Section 2.1 are reserved to **Shentel** and its suppliers and licensors.

**2.2. License Restrictions. You may not:**

- a. modify or create any derivative works of the Product or documentation, including customization, translation or localization;
- b. decompile, disassemble, reverse engineer, "unlock", attempt to access or otherwise attempt to discover the source code for the Product, unless and to the extent as may be required under applicable law or under the licensing terms governing use of any software components that are included in the Product that are subject to "open source software" licenses as defined by the open source initiative at [www.opensource.org/osd.html](http://www.opensource.org/osd.html) ("Open Source Software");
- c. redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product;



- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or
- e. publish any results of benchmark tests run on the Product to a third party.

2.3. **Proprietary Rights.** The Product is licensed to you, not sold. This Agreement does not grant you title to or ownership of any copy of the Product. Title, ownership rights, and intellectual property rights in the Product shall remain with **Shentel** and/or its suppliers and licensors. The Product is protected by copyright, trademark and other intellectual property laws and by international treaties.

- 3. **PRIVACY.** You consent to the collection and use of information about you and your use of the Product in accordance with the **Shentel** Privacy Policy, which you can find at <https://www.shentel.com/legal/privacy-policy>. By using the Product you acknowledge that you have read this policy and that you will periodically check this website to receive any updated terms. You also acknowledge that information collected about you under the Privacy Policy may include, but is not limited to, technical, diagnostic and/or personally identifiable information about you, your systems, your location and your use of Product.

3.1. The Product allows you to make important choices about your privacy. The method of making these choices varies depending on which device you use. For Windows devices select Tools > Options > General from the menu. For Apple OS X (non-mobile) devices select Preferences > General from the menu. For Apple iOS (mobile/iPad) and Android devices select the Settings option. You will then have an option labelled "Send Additional Analytics Data". This option is enabled by default.

3.2. While this option is enabled we may share additional information about you with your service provider. This information may include your Service Set Identifier (SSID), location data, International Mobile Station Equipment Identity (IMEI), directory number (DN) and other additional information about your usage. Your service provider's use of any information received in this manner is described in the privacy policy that they have provided to you.

3.3. While this box is enabled the application will also share information about you with us. The information shared with us may be different than the information shared with your service provider and on mobile devices will generally include a unique identifier provided by the application store that you downloaded the client from.

3.4. If you do not wish to transmit the above additional information to your service provider and us then you are able to disable this option. If you choose to disable this option, then you should verify that it remains disabled whenever you perform a factory reset of your device, reinstall the MaX UC client, update the MaX UC client or any event occurs which may change the stored data in your application.

#### 4. **THIRD PARTY SITES; THIRD PARTY TECHNOLOGY.**

4.1. The Product may contain links to external websites for your convenience. You acknowledge and agree that **Shentel** is not responsible for, and has no control over, these sites. Links to external sites should not be taken as a recommendation or endorsement of the external site's information, products or services by **Shentel**.

4.2. **Open Source Software.** As set forth in the "About" menu in the Product, the Product contains Open Source Software. To the extent that this Agreement is incompatible with a license governing an Open Source Software component contained within the Product, such Open Source Software component will not be subject to the terms and conditions of this Agreement. Nothing



in this Agreement should be construed to limit your rights under or to grant you rights that supersede the terms and conditions of any applicable Open Source Software license.

5. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS PRODUCT IS USED AT YOUR SOLE RISK AND THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, SECURE, ABLE TO OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, compatible with any operating system or device, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER Shentel NOR ITS SUPPLIERS OR LICENSORS HAS ANY OBLIGATION TO INDEMNIFY OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS DISCLAIMER OF WARRANTIES AND THE OTHER PROVISIONS OF THIS SECTION 5 CONSTITUTE AN ESSENTIAL PART OF THE BASIS FOR THE BARGAIN PURSUANT TO THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT AS SUBJECT TO THE DISCLAIMER OF WARRANTIES AND OTHER PROVISIONS OF THIS SECTION 5.

6. **Limitation of Liability.**

6.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Shentel OR ITS PARENT, AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS OR LICENSORS, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, BE LIABLE FOR (A) ANY CLAIMS, LOSSES OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF, OR THE INABILITY TO USE, THE PRODUCT FOR EMERGENCY CALLS TO EMERGENCY SERVICES AND FOR CALLS FOR THE PURPOSE OF OBTAINING ASSISTANCE, HELP OR AID IN THE EVENT OF ANY EMERGENCY, OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS OF THIRD PARTIES, OR FOR LOSSES DUE TO LOST PROFITS, INCOME OR SAVINGS, WORK STOPPAGE, OPPORTUNITY COSTS, LOSS, THEFT OR CORRUPTION OF DATA, computer failure or malfunction OR LOSS OF USE OF FACILITIES OR EQUIPMENT.

6.2. Shentel'S AND ITS SUPPLIERS' AND LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCT OR THE USE, OPERATION OR INSTALLATION OF THE PRODUCT, BASED ON ANY CAUSE OF ACTION OR LEGAL THEORY, INCLUDING WITHOUT LIMITATION WARRANTY, CONTRACT, TORT (REGARDLESS OF THE DEGREE OF FAULT), INFRINGEMENT AND STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF THE SUM OF THE FEES YOU PAID FOR THIS LICENSE OVER THE PRIOR TWELVE (12) MONTHS (IF ANY) AND TEN DOLLARS (US \$10).

6.3. THE LIABILITIES LIMITED BY THIS SECTION 6 INCLUDE WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE AND APPLY EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE TO THE EXTENT PERMISSIBLE BY LAW. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THE APPLICATION OF THIS SECTION 6, THE PROVISIONS OF THIS SECTION 6 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED.



7. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS **Shentel** AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS AND LICENSORS, FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM (A) YOUR USE OF THE PRODUCT, (B) YOUR NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT, (C) YOUR VIOLATION OF THIS AGREEMENT OR ANY APPLICABLE LAW, RULE OR REGULATION OR (D) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO NOTIFY **Shentel** IMMEDIATELY OF ANY SUCH BREACH, VIOLATION OR INFRINGEMENT KNOWN TO YOU.

8. Export restrictions; COMPLIANCE WITH LAWS.

8.1. You represent and warrant that you: (a) are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge that the Product may be subject to the export and import laws of the U.S. and other countries. You agree to comply with all international and national laws that apply to the Product, including the U.S. Export Administration Regulations and all end-user, end-use and destination restrictions issued by U.S. and other governments.

8.2. In some locations there may restrictions on your use of the Product or features or functions provided by the Product, including without limitation the call recording function which is available on some versions of the Product. It is your responsibility to ensure that you are legally allowed to use the Product where you are located. Applicable law may require you to advise all participants on a call prior to activating the call recording function available on some versions of the Product, otherwise restrict your use of the call recording function or prohibit the recording of any call. You agree that you will not use the Product or any features provided by the Product for any purposes prohibited by U.S. or other applicable law.

9. BINDING ARBITRATION AND CLASS ACTION WAIVER

9.1. Definitions. As used in this Section 9 of the Agreement, referred to as the "Arbitration Provision", the terms "**Shentel**," "**we**," "**us**," and "**our**" refer to **Shenandoah Cable Television, LLC**, including its subsidiaries, affiliates and their respective employees, officers, directors, contractors and agents; the terms "**you**" and "**your**" refer to you as an individual as well as other individuals you allow to access or use the Product, and any legal entity you control, work for, or represent when you access or use the Product. The word "**Claims**" means all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the Product or your use of the Product. This includes but is not limited to disagreements about the validity, enforceability, or scope of this Arbitration Provision.

9.2. Agreement to Arbitrate; Class Action Waiver.

1. You agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that: (i) you may assert Claims in a small claims court in the United States if your Claims meet the court's jurisdictional requirements; and (ii) either party may pursue Claims and/or relief in a court of competent jurisdiction regarding the validity and/or infringement of a party's intellectual property rights.
2. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award to you on an individual basis the same damages and forms of relief as a court could (including injunctive and declaratory relief as well as statutory damages), and must follow the law and terms of this Agreement as a court would.



3. **CLASS ACTION WAIVER.** Any proceedings to resolve or litigate any CLAIM in any forum will be conducted solely on an individual basis. Neither you, Shentel nor any other Party will seek to have any CLAIM heard as a class action, private attorney general action, or in any other proceeding in which any party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

9.3. Arbitration Rules.

1. If you are a resident of the United States, the arbitration will be administered by the American Arbitration Association under its commercial arbitration rules, including, if applicable, the supplementary procedures for the resolution of consumer related complaints. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern and control.

9.4. Arbitration Process.

1. Because appearing in person for arbitration can be unduly burdensome in some circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator.
2. The arbitration can only decide Claim(s) between you and us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable arbitration rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

9.5. Confidentiality. You and we shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

9.6. Continuing Obligation to Arbitrate; Severability. This Arbitration Provision shall survive termination of your access to or use of the Product and related agreements. If any portion of this Arbitration Provision is deemed invalid or unenforceable at law, such invalid or unenforceable provision will be interpreted, construed, reformed or severed to the extent required to make it valid and enforceable, and this shall not invalidate the remaining portions of this Arbitration Provision.

10. **NOT INTENDED TO ACCESS Emergency SERVICES.** You expressly acknowledge and agree that:

10.1. The Product is not intended, designed or fit for placing, carrying or supporting emergency calls to any hospitals, law enforcement agencies, medical care units, emergency services personnel, public safety answering points or any other kind of emergency services or any other calls for the purposes of obtaining assistance, help or aid in the event of an emergency.

10.2. There are important differences between traditional telephone services and the Product. The Product is not a replacement for your primary telephone service. It is your responsibility to obtain, separately from the Product, traditional wireless (mobile) or fixed line telephone services that offer access to emergency services.

11. Prohibited Uses. You may not use, encourage, promote, facilitate or instruct others to use the Product for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive. You agree that your use of the Product shall in no way, and to no extent, whether directly or indirectly, adversely affect, impede or otherwise hinder or disrupt the functionality or performance of the platform or systems on which the Product runs. Prohibited activities or content include:
  - 11.1. Illegal Activities. Any activities that violate any applicable laws, rules or regulations, including without limitation, all applicable laws relating to the privacy of communications and wiretapping laws.
  - 11.2. Harmful or Fraudulent Activities. Activities that may be harmful to other users of the Product, their operations, or their reputations, including without limitation, offering or disseminating fraudulent goods, services, schemes or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing or pharming), or engaging in other deceptive practices.
  - 11.3. Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
  - 11.4. Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, offensive, indecent, or otherwise objectionable.
  - 11.5. Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data, including viruses, Trojan horses, worms, time bombs or cancelbots.
  - 11.6. Spam. Spam-related activities, including the distribution, publication, sending, or facilitating of unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements.
  - 11.7. Security Violations. Use of the Product to violate the security or integrity of any network, computer or communications system, software application or network or computing device.
  - 11.8. Commercial or Unauthorized Use. Use of the Product for any revenue generating endeavor, commercial enterprise or other purpose which is not authorized under this Agreement or for which it was not designed.
  - 11.9. Network Abuse. Use of the Product to carry out network abuse, including denial of service attacks or intentional interference with the proper functioning of any network, computer or communications system, software application or network or computing device.
12. TERMINATION. **Shentel** may terminate this Agreement (a) at any time, for any reason or no reason, or (b) if you breach any of its terms and conditions. Upon termination, you must cease all use of the Product and destroy all copies of the Product in your possession or under your control.
13. Miscellaneous.
  - 13.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia applicable to contracts made and to be performed entirely in the Commonwealth of Virginia without regard to its conflicts of law provisions and without application of the Virginia Uniform Computer Information Transaction Act, except that the Federal Arbitration Act governs all provisions relating to arbitration. You



and **Shentel** irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Shenandoah or Rockingham County, Virginia, for all disputes arising out of or relating to this Agreement or the Product that are heard in court (those not subject to arbitration and not heard in small claims court), and in the event that there is no other effective manner of service, **Shentel** and you each hereby appoints the Secretary of the Commonwealth of Virginia as its agent for purposes of service of process.

13.2. If any provision in this Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

13.3. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

13.4. If you have any questions concerning this Agreement, or if you wish to contact **Shentel** Networks for any reason, please contact 1-800-Shentel.

#### 14. Additional Terms.

14.1. **Apple Store Terms.** References in this Agreement to **Shentel** may include **Shentel's** suppliers and licensors but do not include Apple, Inc. ("Apple"). In the event of any conflict between Section 5 and the provisions of this Section 14, Section 5 will prevail except in respect of Apple's rights and responsibilities. This Section 14 does not expand **Shentel's** liability or obligations to you beyond that required elsewhere in this Agreement or by applicable law.

14.2. **Acknowledgement.** This Agreement is concluded between **Shentel** and you only, and not with Apple. **Shentel**, and not Apple, is solely responsible for the Product and its content.

14.3. **Scope of License, Definitions.** The License granted in Section 2 of this Agreement is solely for use on an Authorized Device in accordance with this Agreement and the Store Usage Rules. "Authorized Device" refers to any Apple iPhone, iPad or iPod Touch that you own or control. "Store Usage Rules" refers to the "Usage Rules" set forth in Apple's App Store Terms of Service, currently posted at <http://www.apple.com/legal/itunes/us/terms.html>, as it may be amended by Apple from time to time.

14.4. **Maintenance & Support.** This Agreement does not provide for maintenance or support services, but in the event that applicable law requires that such services be provided to you for the Product, **Shentel** will be solely responsible for providing the services. You and **Shentel** acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Product.

14.5. **Warranty.** Section 5 of this Agreement disclaims all warranties to the maximum extent permitted under applicable law, but to the extent not effectively disclaimed, if any, **Shentel** will be solely responsible for any warranties in respect of the Product. In the event of any failure of the Product to conform to any such applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Product (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Product, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be **Shentel's** sole responsibility.

14.6. **Product Claims.** You and **Shentel** acknowledge that **Shentel** and its suppliers and licensors, not Apple, are responsible for addressing any claims of yours or of any third party relating to the Product or your possession and/or use of the Product, including, but not limited to: (a) product

liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

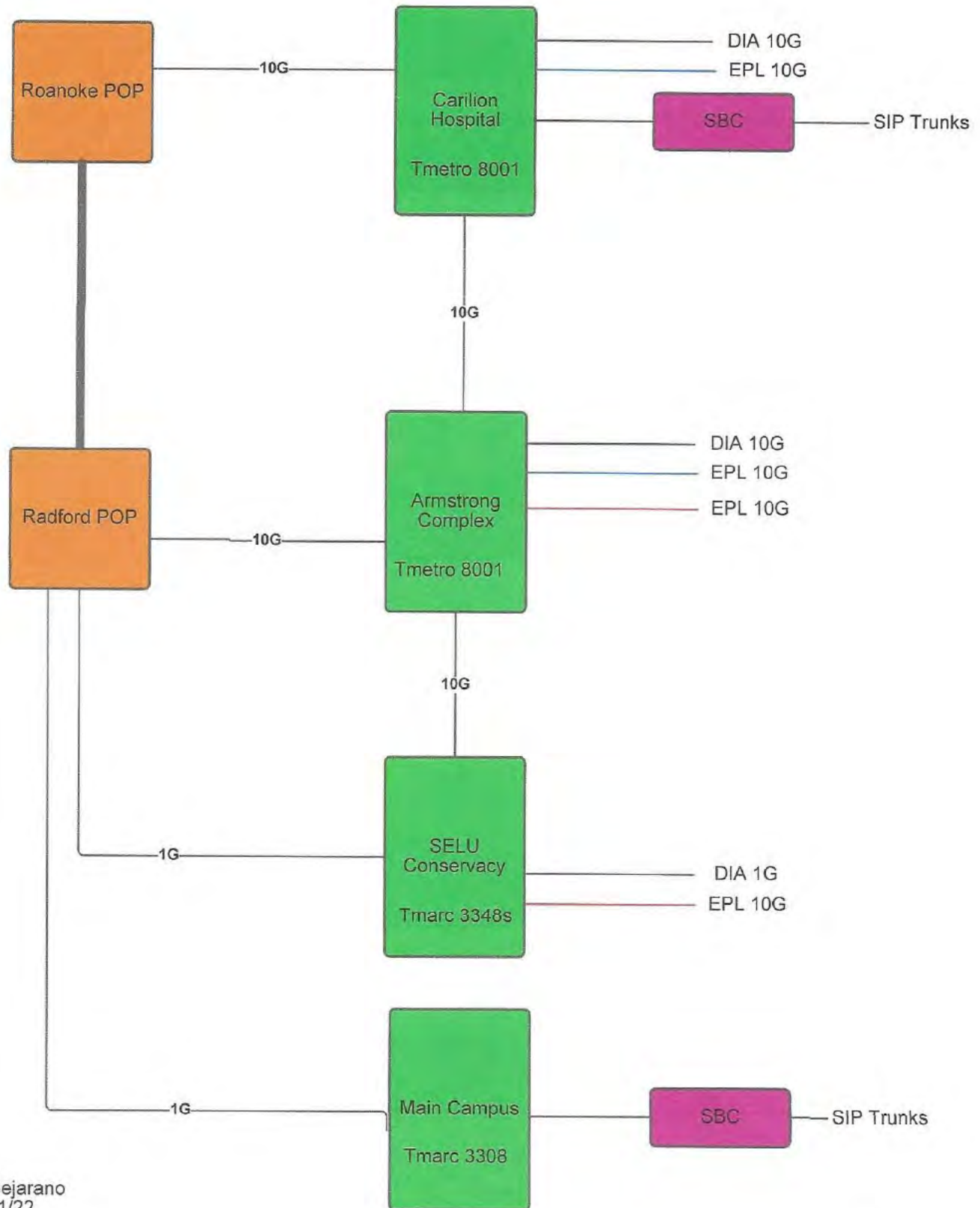
14.7. Intellectual Property Rights. **Shentel** and you acknowledge that, in the event of any third party claim that the Product or your possession and use of the Product infringes that third party's intellectual property rights, **Shentel** and its suppliers and licensors and not Apple will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

14.8. Third Party Beneficiary. **Shentel** and you acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.





## Section 3

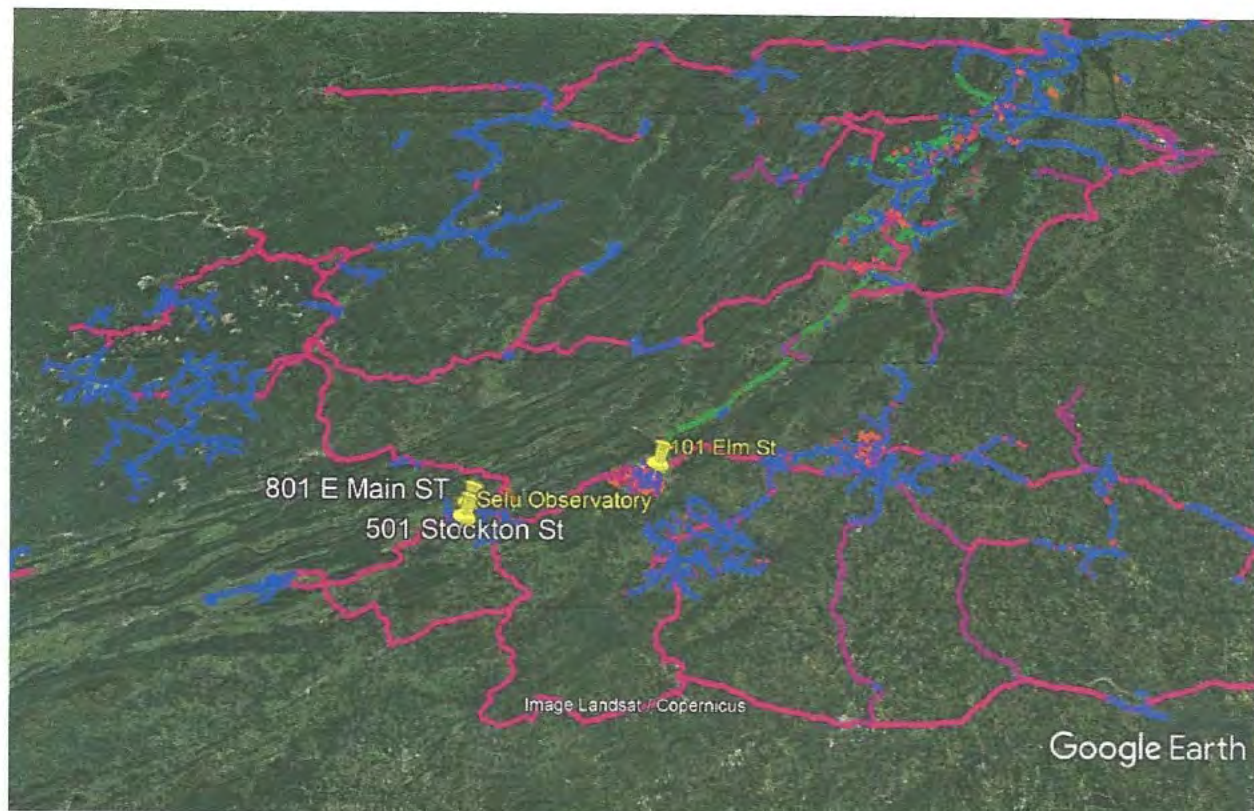


SE: Saul Bejarano  
Date: 03/31/22  
SR: Rebecca Lambert



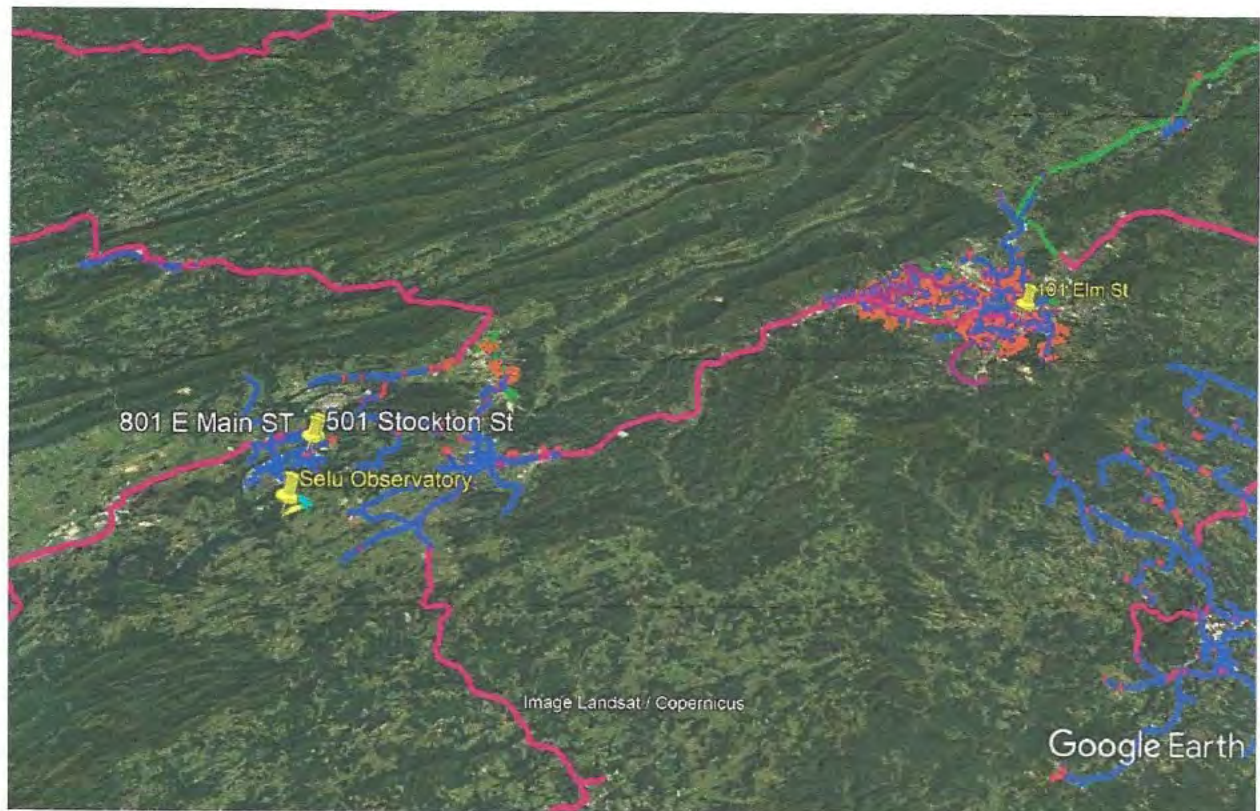
## Shentel Fiber Route Exhibit

Fiber Route: Operating Network



## Shentel Fiber Route Exhibit

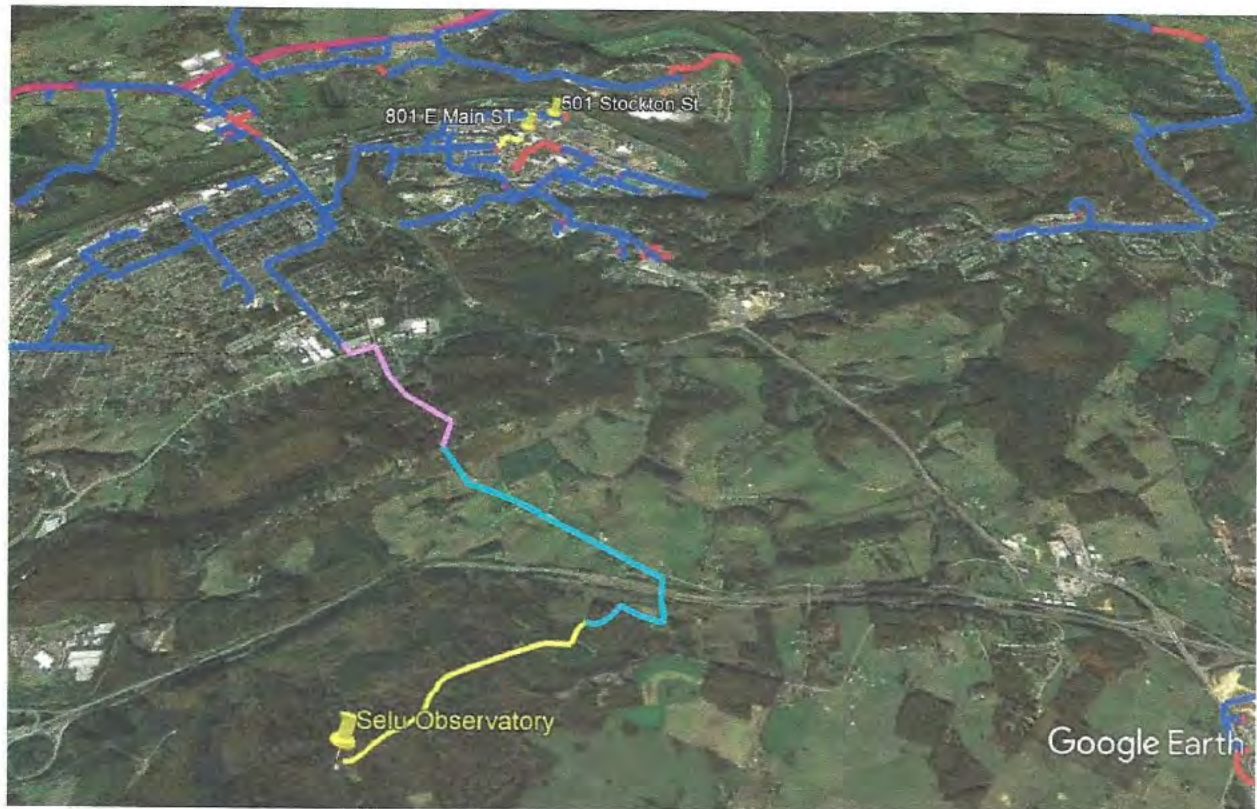
Fiber Route: Roanoke to Radford





## Shentel Fiber Route Exhibit

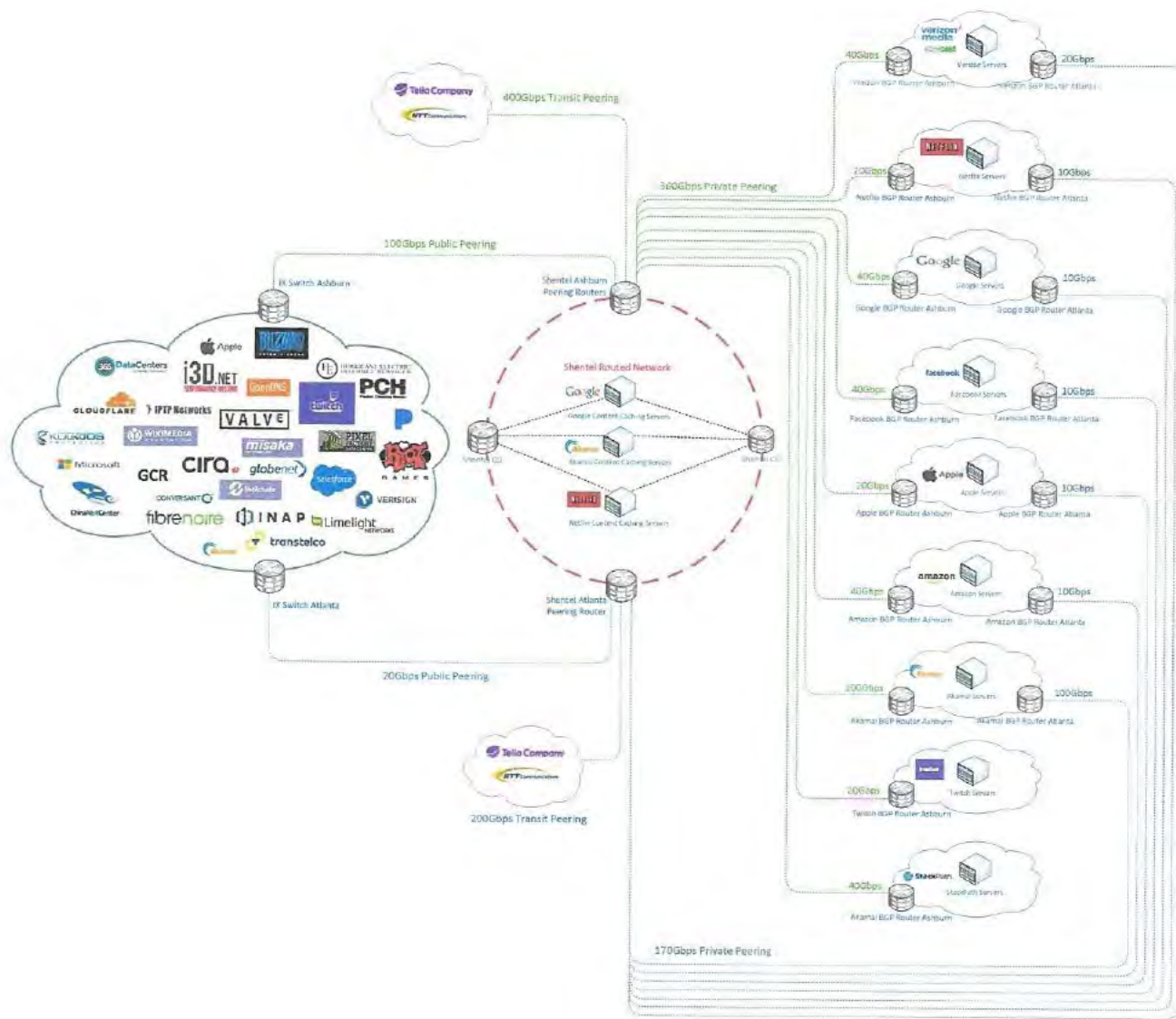
Fiber Route: Radford University to Selu Conservancy





## Section 4







**SHENTEL®**

Always connected to you

## Arbor System Overview

Arbor Detection and Mitigation Solution





## A. Types Attacks

### 1. Background

A DDoS (Distributed Denial of Service) attack is an attempt by an attacker to exhaust the resources available to a network, application or service so that genuine users cannot gain access. DDoS has evolved into a series of attacks that include very high volume attacks that target applications as well as existing security infrastructure. Typically an attack will involve a large number of compromised machines (botnet) that target working together to cause the interruption or suspension of web services. The attackers try to obtain saturation of the resources available to the targets that are flooded by legitimated traffic that they are not able to process. If the attack succeeds, it consumes the resources of the target, usually causing the slowdown in services provided or even its complete blockage.

### 2. Summary

Shentel has installed two Arbor Threat Mitigation Platforms, one in Ashburn and one in Atlanta which allows all traffic into the Shentel network to be "scrubbed". The Arbor Peakflow located in Edinburg samples metadata from sensors deployed in Ashburn, Edinburg, Redwood and Atlanta, to identify anomalous patterns indicative of an attack. After detecting the anomalous attack traffic the solution will divert traffic using BGP to the TMS-2310s to mitigate the attack traffic. Once "scrubbed" the good traffic will be re-injected into the network.

## B. Types Attacks

1. As described the term DDoS describes a distributed cyber-attack that attempts to make web resources and/or services it provides unavailable to users. The term is very generic because various types of Distributed Denial of Service exist that could be grouped in three main categories:
  - Protocol Attacks –The attacker's goal is to saturate server resources of the targets or those of intermediate communication equipment (e.g. Firewalls, load balancers). The attack exploits network protocol abusing the victim's resources destined to its implementation. The category includes SYN floods, fragmented packet attacks, Ping of Death, Smurf DDoS and more.
  - Volume Based Attacks –The attacker's goal is to saturate the bandwidth of the target. The category includes ICMP floods, UDP floods and other spoofed-packet floods.

- **Application Layer Attacks** – The attacker's goal is to affect target applications. Usually these attacks target HTTP trying to exhaust the resource limits of Web services. Application Layer Attacks target specific Web applications making requests that tie up resources deep inside the affected network. This type of attack is insidious because is hard to detect. They don't involve large volumes of traffic and require fewer network connections with respect to other types of DDoS. The category includes Slowloris, Zero-day DDoS attacks, DDoS attacks that target Apache, Windows, or OpenBSD vulnerabilities and more

### C. Arbor and Network Topology

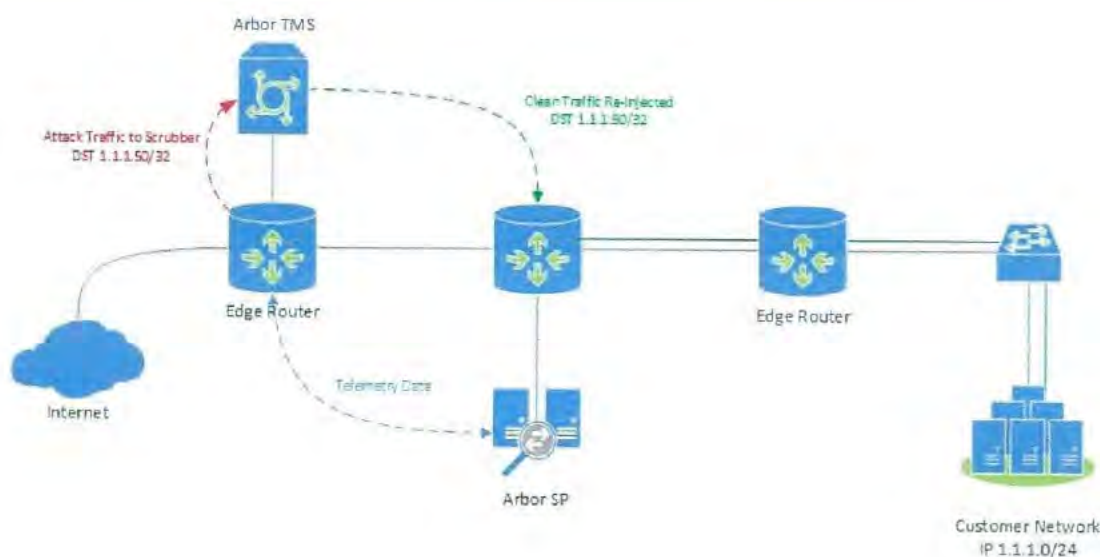


Figure 1

In Fig. 1, attack traffic from the internet is sent to a customer's IP address. The Arbor SP detects the attack traffic and informs the Edge Router to redirect any traffic to the IP address under attack while at the same time instructing the TMS to begin filtering the traffic. During a volumetric attack this process is triggered in under 30 seconds while smaller attacks that do not pose a significant risk will be monitored for 600 seconds before a mitigation is performed. All these settings are adjusted regularly as need attacks vectors are introduced.

The above diagram is a simplified diagram with a single entry point into the network. Figure 2 is an updated peering diagram of Shentel's peering connections that are monitored by the Arbor system.



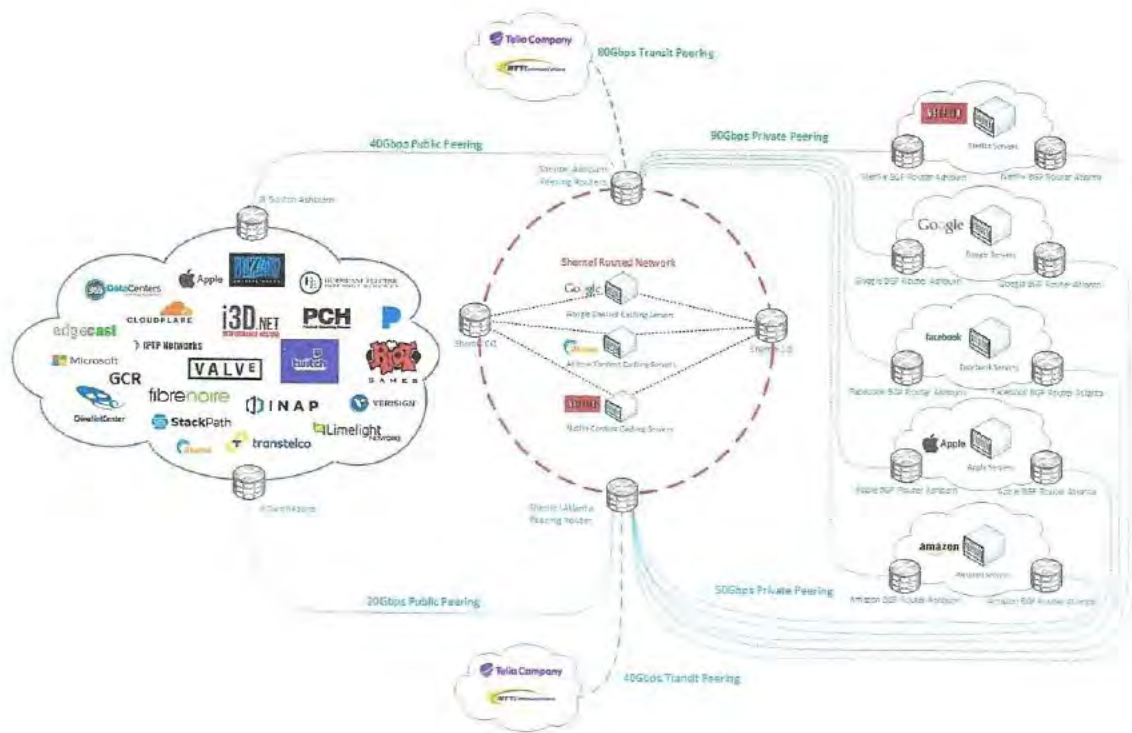


Figure 2

## D. Benefits

- Automatic mitigations in under 30 seconds
- Mitigates IPv4 and IPv6 traffic
- Can setup email alerts to inform customer of an ongoing attack with attack details
- Customer portal can be configured allowing customers to view and manage attacks (limited to 10 logins at a time)

E. Some visibility into source and destination of traffic



# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

12-31-2023

NUMBER

2705152421

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
"CLASSIFICATIONS" ESC UUC



SHENANDOAH CABLE TELEVISION, LLC  
SHENTEL  
PO BOX 459  
EDINBURG, VA 22824



*Mary Brez Vaughan*  
Mary Brez Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

"CLASSIFICATIONS" ESC UUC

NUMBER: 2705152421 EXPIRES: 12-31-2023

SHENANDOAH CABLE TELEVISION, LLC  
SHENTEL  
PO BOX 459  
EDINBURG, VA 22824



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

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## *Network Operations Center Contacts and Escalation List*

### Level 1

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1-833-938-1422

[strategic-care@shentel.net](mailto:strategic-care@shentel.net)

#### **Network Operations Center (NOC)**

1-800-768-5220

[Shentel-noc@shentel.net](mailto:Shentel-noc@shentel.net)

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#### **Supervisor, Network Operations Center, Joseph Pechie**

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## Shentel Fiber Services: Data



### DEDICATED INTERNET ACCESS (DIA)

- Ultra high-bandwidth Dedicated Internet Access to meet your business needs
- Sourced from multiple Tier 1 providers
- Available speeds from 20 Mbps to 100 Gbps
- Symmetrical service with matching up-stream and down-stream speeds



### PRIVATE LINE TRANSPORT (E-LINE, E-LAN)

- High-capacity, private transport between customer locations
- Ethernet and wave-length services
- Dedicated point-to-point and point-to-multipoint solutions
- Available speeds from 20 Mbps to 100 Gbps



### DARK FIBER

- Control, flexibility and scalability for customers who light and maintain their own networks
- Expansive, high-count fiber in many rural and under served markets
- Custom construction available to support customer requirements





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- Expansive, high-count fiber in many rural and under served markets
- Custom construction available to support customer requirements





## SESSION INITIATION PROTOCOL (SIP) TRUNKING

Consolidate your voice traffic over our robust fiber optic network. SIP acts as the control protocol for Voice Services, enabling increased functionality, improved call quality, better security and easy network management.

## Shentel Fiber Services: SIP Trunking

### **MAXIMIZE NETWORK CAPACITY**

Never worry about high traffic times negatively impacting your IP PBX. Shentel's highly scalable solution will enable you to use your communications system to the fullest extent possible, all of the time.

### **SIMPLIFY YOUR NETWORK**

Reduce costs and rapidly deploy new voice services without heavy investments in infrastructure.

### **COMMUNICATE SECURELY**

Shentel's SIP Trunking solution includes an Enterprise Session Border Controller, ensuring a secure connection for all of your voice traffic.

### **COMMUNICATE RELIABLY**

Shentel's fully redundant switching network and state-of-the-art fiber optic network will ensure that your voice service is there when you need it.





#### **ABOUT SHENTEL**

Headquartered in Edinburg, VA, Shentel was built to serve rural customers with the same world class services available anywhere. Our advance fiber network is built to ensure you keep pace with the ever-changing demands of our networked world. We look forward to partnering with you.

## Frequently Asked Questions

#### **WHY SHOULD I USE SESSION INITIATION PROTOCOL (SIP) TRUNKING SYSTEM?**

SIP Trunking is a cost-effective solution that will allow you to securely interface IP Voice Services with your IP PBX. It works just like the traditional trunks to a PBX, but with added features. Shentel can easily scale the number of trunks to meet your needs.

#### **WHAT SORT OF TRANSITION WILL OCCUR FROM MY CURRENT IP PBX AND PRI SETUP TO A SIP TRUNKING SYSTEM?**

We will work with you to size the SIP trunks to meet your needs and implement your solution with minimal system downtime – allowing your business to continue to function.

#### **DOES AN SIP TRUNKING SYSTEM MAKE SENSE FOR MY BUSINESS?**

SIP trunking is a cost effective solution for companies moving to a single IP-based network for both voice and data communications.

### Clarification Questions – Shentel

---

Please enter your company's response to the questions below and email back to [dkmcdowel@radford.edu](mailto:dkmcdowel@radford.edu) if you are able to by 5:00pm Eastern time on Thursday, April 21<sup>st</sup>. 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. Please confirm whether we would need to install a Shentel 1 gigabit connection to RUC to use the SIP connections in that location.  
**Shentel - NO – SHENTEL WOULD PROVIDE THE TRANSPORT CIRCUIT REQUIRED FOR SIP.**
2. If there was an outage in the Equinix Ashburn facility, would we lose Internet connectivity for your Internet service?  
**Shentel -NO – SHENTEL'S BGP UTILIZES OUR PEERING AT EQUINIX DC5 IN ASHBURN VA AND TELEX ATLANTA GA.**
3. Please confirm if your SIP offering is available if we are using a different provider's Internet connection.  
**Shentel -YES – AS WITH THE ANSWER TO #1, WE PROVIDE THE TRANSPORT CIRCUIT REQUIRED FOR SIP. DOES NOT REQUIRE INTERNET ACCESS.**
4. Lead Time for conversion DID number?  
**Shentel -DEPENDANT ON NUMBER OF DID NUMBERS.**
5. Confirm lead time on Installation of Internet Services if we move to your company?  
**Shentel -FOR RU MAIN CAMPUS AND ROANOKE CAMPUS, WITHIN 45 DAYS OF ORDER (THESE ARE NEAR-NET AND ON-NET LOCATIONS). SELU IS A COMPLEX BUILD – ESTIMATE 120 TO 180 DAYS TO COMPLETE.**

#### **2) Price**

1. Radford University would be using approximately 2,xxx DID numbers in the 831-xxxx. Please confirm that all of these DID numbers would be included at no additional charge.  
**Shentel -CORRECT – SHENTEL DOES NOT CHARGE FOR NEW OR PORTED DID'S/TN'S.**
2. How will International calls be billed?  
**Shentel -INCRAMENTAL BILLING – ATTACHED IS THE INTERNATIONAL RATE BREAKDOWN**

## **Attachment C:**

### **Negotiation Summation:**

- A. Negotiation Points May 5, 2022, Appendix A;
- B. Negotiation Points May 16, 2022, Appendix B
- C. Email Negotiation Response May 27, 2022
- D. Radford University Contract addendum
- E. Shentel MSA



**Shentel**  
**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.

**Shentel– ANSWER: We agree and confirm that Shentel’s response contains no proprietary or confidential material.**

2. **RADFORD UNIVERSITY – QUESTION:** Other than Additional Terms and Conditions number 4. Cancellation of Contract Are you in agreement with all other terms and conditions as published in the RFP solicitation?

**Shentel– ANSWER: We agree. This is inclusive of the mutually agreed-upon terms and conditions of the Master Services Agreement noted below (Question 5)**

3. **RADFORD UNIVERSITY – QUESTION:** Radford University understands your concern with the Cancellation of Contract clause in regards to your potential build to Selu Conservancy. Unfortunately, we cannot remove this clause. If the University determines to proceed with the Selu Conservancy option we are willing to negotiate other options to help your concern. Would you be willing to negotiate and work with us towards a mutually agreeable option? As an example a table providing a cancelation fee for Year 2, Year 3, ... based on the Selu costs.

**Shentel– ANSWER: As we discussed during our presentation, Shentel’s capital investment for the fiber to Selu Conservancy is substantial. These costs are amortized over the initial three (3) year term. After Year three (3), costs are “sunk” and we can negotiate with optional renewals. Early termination liability (ETL) for the service to Selu for Year 2: \$ 235,954.00. ETL for Year 3: \$ 215,554.00. Optional renewal, Year 4 on would be as provided in your contract with no ETL.**

4. **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?

**Shentel– ANSWER: Yes.**

5. **RADFORD UNIVERSITY – QUESTION:** Based on your proposal, you have included Shentel’s Master Service Agreement, and Service-Specific Terms including Exhibit A-D and there are no additional Terms and Conditions proposed. Please confirm? Please email to me [dkmcdowel@radford.edu](mailto:dkmcdowel@radford.edu) an editable version of your MSA or any other Terms documents. No other terms and conditions shall be considered after execution of the contract.

**Shentel– ANSWER: Shentel shall comply and includes the editable version of the MSA requested.**

**Technical:**

6. **RADFORD UNIVERSITY – QUESTION:** If Radford University were to obtain a 1 gigabit connection that is burstable to 10 gigabits that would be used as a secondary connection what would the cost be? This would be configured as a backup connection for failover during outages or emergencies.

**Shentel – ANSWER: Nonrecurring charge (NRC) waived, monthly recurring charge \$ 975.00.00. Assume this to be the circuit from Carilion Roanoke to Radford University.**

7. **RADFORD UNIVERSITY–QUESTION:** Please confirm a timeline to when you can have a SIP connection to the Carilion Community Hospital building located at 101 Elm Avenue, Roanoke, Virginia. Assuming a contract is awarded by June 1<sup>st</sup>.

**Shentel – ANSWER: Within 45 Days from Service Order.**

**Financial:** Following are questions related to your **Financial Proposal**

8. **RADFORD UNIVERSITY – QUESTION:** Please provide your best pricing for each SIP session based on a total purchase of 150 SIP sessions.

**Shentel– ANSWER: We wish to improve our SIP offer. NRC Waived. 150 SIP to Radford at \$ 15.00 per and 50 SIP to Carilion Roanoke at \$ 15.00 per. 200 SIP total. You are welcome to allot the 200 SIP at your locations as your need warrants.**

9. **RADFORD UNIVERSITY – QUESTION:** If our monthly spend was only \$7,000 would you still be willing to provide connectivity to Selu?

**Shentel– ANSWER: Unfortunately we cannot. Given the services mentioned in this negotiation, we propose the following services:**

**NRC’s waived for all services**

**Monthly Recurring Charges:**

**10 Gbps Dedicated Internet Access (DIA) to Radford University: \$ 3,900.00**

**150 SIP to Radford University, at \$ 15.00 per: \$ 2,250.00**

**1 Gbps (Burstable to 10 Gbps) from Radford University to Carilion Roanoke: \$ 975.00**

**50 SIP to Carilion Roanoke, at \$ 15.00 per: \$ 750.00**

**Four (4) strand dark fiber (includes operation and maintenance): \$ 1,700.00**

**Total MRC: \$ 9,575.00**



**We realize that this is above the requested \$ 7,000.00 MRC requested. The additional investment by both Radford and Shentel provides a comprehensive design for all three locations and the interoperability of the network and SIP required, with added diversity/redundancy.**

10. **RADFORD UNIVERSITY – QUESTION:** Our assumption is that the listed monthly cost for Selu includes a VLAN between Selu and the Radford campus. Is this correct?

**Shentel– ANSWER: Correct if Ethernet Private Line (EPL) was selected. Not for Dark Fiber.**

11. **RADFORD UNIVERSITY – QUESTION:** Would it be possible to provide 4 Dark Fibers to Selu? If so, would this be the same cost.

**Shentel – ANSWER: Yes. As provided above we can offer four (4) strands of dark fiber (includes operation and maintenance): \$ 1,700.00 MRC/Waived NRC.**

12. **RADFORD UNIVERSITY – QUESTION:** At the end of the 3-year contract, would the cost for the fiber connection go down? If not, at what point would your fiber be amortized and the cost for this connection go down?

**Shentel – ANSWER: Yes. After the initial 3 Year term, costs are “sunk” and we can negotiate at each renewal. We have offered similar language with other contracts that offered a minimum 30% reduction in MRC. This provides you flexibility to negotiate deeper discounted renewals if warranted.**

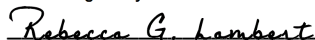
13. **RADFORD UNIVERSITY – QUESTION:** Are there any other services you offer or resources with different hourly rates that you offer? If so can you provide so that we can include in the contract.

**Shentel – ANSWER: Yes. We would expand upon the rates for the services contracted by Radford University (DIA, EPL, SIP, and Dark Fiber) and add options for Voice and other services in a table format. We can provide this format and offering as soon as we know the rates we are providing on this contract.**

---

Answers provided by:

DocuSigned by:

A blue ink signature of Rebecca G. Lambert is written over a horizontal line.

Authorized Representative

Rebecca G. Lambert Account Manager, SLED/Strategic Sales

Printed Name / Title

5/9/2022

Date

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

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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:** Shentel provided a cost of \$15 per 200 SIP connections. 150 at Main campus and 50 at the RUC location. Would Shentel be willing to provide a cost of \$16 per SIP for 150 Total SIP Connections?

**Shentel– ANSWER: Yes, we can offer \$16 per SIP for 150 Total SIP Connections.**

Radford University will not make an initial decision to move on the Selu connection at this time. It maybe something we do in the coming months with hopefully a commitment within 6months of a contract date if awarded to Shentel.

2. **RADFORD UNIVERSITY – QUESTION:** Please provide the University with a onetime cost for the Selu build out.

**Shentel– ANSWER: We can offer the University a larger onetime payment of \$150,000 to help reduce the monthly recurring charge.**

3. **RADFORD UNIVERSITY – QUESTION:** If agreed upon an initial 4 year term and The University decided to add Selu between June 1<sup>st</sup> and December 31 what would the monthly cost be to the University when the Selu service begins?

**Shentel– ANSWER: We can offer a monthly recurring cost of \$400 for 48 months, with a nonrecurring charge of \$150,000 upon delivery of service and customer acceptance.**

4. **RADFORD UNIVERSITY – QUESTION:** If the initial term is 4 years without the Selu commitment what would the monthly costs be if contract is signed and service begins?

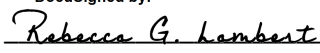
**Shentel – ANSWER:**



Radford University - RFP #R22-007			
5/16/2022			
Z-Location	Service	NRC	MRC
Radford University - Armstrong Hall or Other Agreed upon Campus Location	5G DIA	Waived	\$ 1,950.00
	100 SIP	Waived	\$ 1,600.00
Radford University Carilion	50 SIP	Waived	\$ 800.00
Summary		Initial Term (Months)	48
		Total MRC	\$ 4,350.00

---

Answers provided by:

DocuSigned by:  
  
 Authorized Representative

Rebecca G Lambert, Account Manager

Printed Name / Title

5/16/2022

Date

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Good morning Kevin,

We appreciate your patience – it took a little extra time to run the financials and receive approval.

It turns out that we can meet what you have asked for and exceed by a little.

We prefer to keep the SIP Trunks at \$16/per, so that is reflected in the pricing below. Additionally we were able to reduce the pricing for Selu because of the addition of the other services.

Please review the proposed and let me know.

Z-Location	Year 1 MRC	Year 2 MRC	Year 3 MRC	Year 4 MRC
5 Gbps DIA to Main Campus	\$ 1,950.00	\$ -	\$ -	\$ -
10 Gbps DIA to Main Campus	\$ -	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
120 SIP to Main Campus (\$ 16.00 Per)	\$ 1,920.00	\$ -	\$ -	\$ -
150 SIP to Main Campus (\$ 16.00 per)	\$ -	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
30 SIP to Carilion Roanoke (\$ 16.00 Per)	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
1 Gbps EPL to Carilion Roanoke	\$ -	\$ 650.00	\$ 650.00	\$ 650.00
Dark Fiber to SELU Conservancy	\$ -	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
<b>TOTAL MRC</b>	<b>\$ 4,350.00</b>	<b>\$ 9,180.00</b>	<b>\$ 9,180.00</b>	<b>\$ 9,180.00</b>
<b>Annual Spend</b>	<b>\$ 52,200.00</b>	<b>\$ 110,160.00</b>	<b>\$ 110,160.00</b>	<b>\$ 110,160.00</b>

Thank you,

**Rebecca Lambert**

**Account Manager, SLED/Strategic Sales**

M: (540) 335-5739 / O: (540) 984-5908

Rebecca.Lambert@glofiber.com

[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



**From:** McDowell, Kevin <dkmcdowel@RADFORD.EDU>

**Sent:** Thursday, May 26, 2022 10:03 AM

**To:** Rebecca Lambert <Rebecca.Lambert@glofiber.com>; James Funkhouser <James.Funkhouser@glofiber.com>; Joyce, Todd <tjoyce@RADFORD.EDU>

**Cc:** Oakes, Ed <eoakes@RADFORD.EDU>



**Subject:** RE: Shentel Follow up Negotiation Questions

**CAUTION:** This email originated from outside of the Shentel organization. Do not click links or open attachments, unless you recognize the sender and know the content is safe.

Rebecca,

Sorry, I know there is a lot of back and forth. So, to be clear and to answer your question No. Our initial order would be

5/23/2022			
Z-Location	Service	NRC	MRC
Radford University - Armstrong Hall	5G DIA	Waived	\$ 1,950.00
	100 SIP	Waived	\$ 1,600.00
Radford University Carilion	50 SIP	Waived	\$ 800.00
Summary		Initial Term (Months)	48
		Total MRC	\$ 4,350.00

Then we would have the option to move to **Option 2**

Service		7/1/2023 Restructure (Option 2)
Increase DIA to 10 Gig Internet to Main Campus		\$3,900
Increase SIP to 150 SIP Connections to Main Campus		\$1,600
Increase MRC for 30 SIP Connections to Roanoke		\$800
Reduce MRC for SELU 4 Dark Fibers		\$2,275
Add 1 Gig Connection to Roanoke		\$650
Total MRC		\$9,225

**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>

**Sent:** Thursday, May 26, 2022 9:58 AM

**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>; James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>

**Cc:** Oakes, Ed <[eoakes@RADFORD.EDU](mailto:eoakes@RADFORD.EDU)>

**Subject:** RE: Shentel Follow up Negotiation Questions

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Hi Kevin,

We have no issue making the SELU Conservancy date "by 12/31/2022".

Could you please review the question below and confirm we understand this correctly?

Option 2 Clarification: RU begins with the initial order and has the option to revise and restructure **Option 2** effective 7/1/2023?

Service	Initial Order	7/1/2023 Restructure (Option 2)
Increase DIA to 10 Gig Internet to Main Campus	\$1,950	\$3,900
Increase SIP to 150 SIP Connections to Main Campus	\$1,920	\$1,600
Increase MRC for 30 SIP Connections to Roanoke	\$480	\$800
Reduce MRC for SELU 4 Dark Fibers	\$4,200	\$2,275
Add 1 Gig Connection to Roanoke	NA	\$650

Total MRC	\$8,550	\$9,225
-----------	---------	---------

Thank you,

**Rebecca Lambert**  
**Account Manager, SLED/Strategic Sales**  
 M: (540) 335-5739 / O: (540) 984-5908  
[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)  
[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Sent:** Thursday, May 26, 2022 8:07 AM  
**To:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>; Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>  
**Cc:** Oakes, Ed <[eoakes@RADFORD.EDU](mailto:eoakes@RADFORD.EDU)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

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Hi all,

A couple things on this after I had a night to sleep on it and multiple text messages.

I think originally we had discussed a decision be made by 12/31/2022. (It would be sooner since we have a long break and the University is closed those 2 weeks.)

Secondly, What about this option:

Radford University will start with the 5G and 150 SIP option and billing. The parties agree that Radford University could exercise the option to add connectivity to Selu with the below proposed chart of services where the delivery and billing shall be effective on/after July 1, 2023. **The Order for SELU Conservancy may be canceled by customer on/before "11/30/2022 or 12/31/2022" without early termination liability.** (Some type of language to this nature and we need to agree on the date)

New proposed Option 2.

10 Gig Internet to Main Campus	\$3,900
150 SIP Connections to Main Campus	\$1,600
30 SIP Connections to Roanoke	\$800
SELU 4 Dark Fibers	\$2,275
1 Gig Connection to Roanoke	\$650
	\$9,225

Thanks,  
 Kevin

**From:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>  
**Sent:** Wednesday, May 25, 2022 3:20 PM

**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>; McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>

**Subject:** RE: Shentel Follow up Negotiation Questions

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Kevin and Todd,

Here is the revised package, adding Selu to the initial order:

Shentel Pricing - Revised 5/25/2022 – 48 Month Initial Term		
Z-Location	Service	Monthly Recurring Charge
Radford University Carillion	30 SIP (@ \$ 16.00 per)	\$ 480.00
Armstrong Complex	5 Gbps Dedicated Internet Access	\$ 1,950.00
Armstrong Complex	120 SIP (@ \$ 16.00 per)	\$ 1,920.00
SELU Conservancy	4 Strand Dark Fiber Lease	\$ 4,200.00
Total Monthly Recurring Charge		\$ 8,550.00

1. SELU Conservancy Dark Fiber Lease delivery and billing shall be effective on/after 7/1/2023.

2. Order for SELU Conservancy may be canceled by customer on/before 11/30/2022 without early termination liability.

Please call with any questions or clarifications.

Thanks,

James

**James Funkhouser**

**Manager, SLED/Strategic Sales**

M: (540) 975-0751 / O: (540) 984-5181

email address: [james.funkhouser@emp.shentel.com](mailto:james.funkhouser@emp.shentel.com)

<https://glofiberenterprise.com/>

[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)




---

**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>

**Sent:** Wednesday, May 25, 2022 11:08 AM

**To:** 'McDowell, Kevin' <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>

**Cc:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>

**Subject:** RE: Shentel Follow up Negotiation Questions

Is there any way we can do it before? I need to leave by 1PM to make my appointment.

---

**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>

**Sent:** Wednesday, May 25, 2022 11:03 AM

**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>

**Cc:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>

**Subject:** RE: Shentel Follow up Negotiation Questions



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Let's go with 1:00pm. I think Todd just stepped out...

**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Sent:** Wednesday, May 25, 2022 11:00 AM  
**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Cc:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

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Hi Kevin, we are both available now if you are free. If not, we are available until 1 today.

**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Sent:** Wednesday, May 25, 2022 10:48 AM  
**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Cc:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>; Joyce, Todd <[tjoyce@RADFORD.EDU](mailto:tjoyce@RADFORD.EDU)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

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Rebecca,  
 Is there a time you two can jump on another call with Todd and I ?

**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Sent:** Monday, May 23, 2022 5:00 PM  
**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

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Hi Kevin,

The majority of the project expenses relate to the construction to Selu.

If Selu is not part of the initial order, these deferred expenses increase the price to add Selu at the later date.

The upgrade of Internet access is incremental at \$ 0.39 per Mbps and is not affected by the delayed ordering of that upgrade.

Radford University - RFP #R22-007			
5/23/2022			
Z-Location	Service	NRC	MRC
Radford University - Armstrong Hall	5G DIA	Waived	\$ 1,950.00
	100 SIP	Waived	\$ 1,600.00
Radford University Carilion	50 SIP	Waived	\$ 800.00
Summary		Initial Term (Months)	48
		Total MRC	\$ 4,350.00

Radford University - RFP #R22-007			
5/23/2022			
Z-Location	Service	NRC	MRC
Radford University - Armstrong Hall	10G DIA Upgrade	Waived	\$ 1,950.00
Selu	Dark Fiber (4)	Waived	\$ 4,200.00
Summary		Initial Term (Months)	48
		Additional MRC	\$ 6,150.00
Total MRC after additions			\$ 10,500.00

Thank you,

**Rebecca Lambert**

**Account Manager, SLED/Strategic Sales**

M: (540) 335-5739 / O: (540) 984-5908

[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)

[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>

**Sent:** Monday, May 23, 2022 3:03 PM

**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>

**Subject:** RE: Shentel Follow up Negotiation Questions

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Rebecca,

After going through the proposal there seems to be a little discrepancy that we would like to clean up. Can you take a look at all this pricing one more time. We feel like there is a good chance we will do Selu, but just cant lock it in at this point. But here is what we are looking at.

In your original proposal if we had the Selu, you were giving us additional functionality and the Selu Costs were only \$2,275 per month and the 10g line on campus (see original financial proposal) for total of . . As opposed to this in option 2 in the attached its \$4,200 So what here is the difference?

This option:

\$8550 Per Month = including Selu option \$4200

5 Gig Connection to Internet \$1950

120 SIP Session to Main Campus \$1920

30 SIP Session to RUC \$480

4 Dark Fibers

Original Proposal was \$9,475 =

10 GIG Connection to Internet (Double the bandwidth) \$3,900

165 SIP connection (15 more sessions) \$3,300

Selu Connection \$2,275

If you have any questions or we need to discuss further please call me.

Thanks

Kevin McDowell, CPPB, CUPO  
Senior Contract Officer  
Procurement and Contracts  
Radford University  
P.O. Box 6885 | Radford, VA 24142  
Armstrong Building  
540-831-5356  
[dkmcdowel@radford.edu](mailto:dkmcdowel@radford.edu)

---

**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>

**Sent:** Friday, May 20, 2022 3:03 PM

**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>

**Subject:** RE: Shentel Follow up Negotiation Questions

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Hi Kevin,

You may certainly use the Service Description in your contract to show "The Financials."

Attached is the Service Order with your suggested revisions. If you see anything else that should be changed, please let me know.

Thank you,

**Rebecca Lambert**  
Account Manager, SLED/Strategic Sales  
M: (540) 335-5739 / O: (540) 984-5908  
[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)  
[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



---

**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>

**Sent:** Friday, May 20, 2022 10:18 AM

**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>

**Subject:** RE: Shentel Follow up Negotiation Questions

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Rebecca,

I had a couple comments on this Service order. As I would like to use the Service Description portion in our contract to show



“The Financials “

The big thing is there has been no decision on Selu. But we would like the option not only to pay the \$150,000 but to also amortize like you had originally propose. Can you add this wording in here as well to it spell it out?

Thanks,  
Kevin

---

**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Sent:** Wednesday, May 18, 2022 3:07 PM  
**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

**NOTICE:** This email originated externally. It is not from a Radford University account. Use caution responding, opening attachments, or clicking links.

Kevin,

No problem – attached is a copy of the blank (generic) MSA, it is in redline. Let me know if there is anything else you need.

Thank you,

**Rebecca Lambert**  
**Account Manager, SLED/Strategic Sales**  
M: (540) 335-5739 / O: (540) 984-5908  
[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)  
[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



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**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Sent:** Wednesday, May 18, 2022 2:32 PM  
**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

**CAUTION:** This email originated from outside of the Shentel organization. Do not click links or open attachments, unless you recognize the sender and know the content is safe.

Rebecca,  
Sorry, Can you just send me a blank MSA that doesn't have all the term dates and so forth in it. All that will be covered in the two party Contract that we issue. I will incorporate the negotiated MSA into the contract as an attachment.

Thanks,  
Kevin

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**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Sent:** Wednesday, May 18, 2022 1:56 PM  
**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

**NOTICE:** This email originated externally. It is not from a Radford University account. Use caution responding, opening attachments, or clicking links.

Hi Kevin,

I don't believe I did – attached is our MSA in redline, along with a service order form which details the services. This service order form is inserted as page 10 of MSA.

Thank you,

**Rebecca Lambert**  
Account Manager, SLED/Strategic Sales  
M: (540) 335-5739 / O: (540) 984-5908  
[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)  
[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



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**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Sent:** Wednesday, May 18, 2022 10:05 AM  
**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Subject:** FW: Shentel Follow up Negotiation Questions

**CAUTION:** This email originated from outside of the Shentel organization. Do not click links or open attachments, unless you recognize the sender and know the content is safe.

Rebecca,  
Going back to May 9 responses. Did you send me a version of your MSA I can edit/redline?

Thanks,  
Kevin

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**From:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>  
**Sent:** Monday, May 9, 2022 2:26 PM  
**To:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>  
**Cc:** James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>  
**Subject:** RE: Shentel Follow up Negotiation Questions

**NOTICE:** This email originated externally. It is not from a Radford University account. Use caution responding, opening attachments, or clicking links.

Good afternoon Kevin,

Attached is our response to your questions.

We appreciate the opportunity.

Thank you,

**Rebecca Lambert**  
Account Manager, SLED/Strategic Sales  
M: (540) 335-5739 / O: (540) 984-5908

[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)  
[linkedin.com/showcase/GloFiberEnterprise](https://www.linkedin.com/showcase/GloFiberEnterprise)



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**From:** McDowell, Kevin <[dkmcdowel@RADFORD.EDU](mailto:dkmcdowel@RADFORD.EDU)>

**Sent:** Thursday, May 5, 2022 8:54 AM

**To:** Rebecca Lambert <[Rebecca.Lambert@glofiber.com](mailto:Rebecca.Lambert@glofiber.com)>; James Funkhouser <[James.Funkhouser@glofiber.com](mailto:James.Funkhouser@glofiber.com)>

**Subject:** Shentel Follow up Negotiation Questions

**CAUTION:** This email originated from outside of the Shentel organization. Do not click links or open attachments, unless you recognize the sender and know the content is safe.

Hi Rebecca and James,

Attached you will find some follow up negotiation quests for you and your team to review and answer to the best of your ability. I do ask in order to help me continue to move this along that you try and return them back to me by COB on Monday 5/9. If this is not possible please let me know your best date.

Thank you and hope all is well.

Kevin McDowell, CPPB, CUPO  
Senior Contract Officer  
Procurement and Contracts  
Radford University  
P.O. Box 6885 | Radford, VA 24142  
Armstrong Building  
540-831-5356  
[dkmcdowel@radford.edu](mailto:dkmcdowel@radford.edu)



**COMMONWEALTH OF VIRGINIA  
RADFORD UNIVERSITY  
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: Radford University

CONTRACTOR NAME: Shenandoah Cable Television, LLC (SHENTEL)

Radford University (The Commonwealth) and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum duly executed by the parties, is attached and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) ☐ individual proprietorship ☐ association ☐ partnership ☐ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box).

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed the quoted amount unless approved in writing by the Procurement and Contracts Department at Radford University. Payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Radford University, Accounts Payable Department, P.O. Box 6906, Radford, VA 24142. Preferred submission is via email to [acctspayable@radford.edu](mailto:acctspayable@radford.edu). The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the Contractor's benefit;
2. Requiring the Commonwealth not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission from the Contractor prior to disclosure of said record.
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;

4. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
5. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
6. Imposing interest charges contrary to that specified by the *Governing Rules §42*, Prompt Payment of bills by the Institution;
7. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other office subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of the execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. Limiting the liability of the Contractor for property damage or personal injury;
13. Permitting unilateral modification of this contract by the Contractor;
14. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obligating the Commonwealth to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of the Commonwealth;
17. Imposing rights of confidentiality. (The Commonwealth and its agencies are required by law to act within the requirements of the Virginia Freedom Information Act);
18. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth;
19. State in any of its advertising or product literature that Radford University has purchased or uses any of its products or services nor including Radford University in any client list for advertising or promotional material;

20. In the event that a contract allows for reimbursement to the contractor for out-of-pocket expenses, travel, meals, lodging, etc. reimbursement will be processed in accordance with the Commonwealth of Virginia's Travel Regulations as posted at:

[https://www.doa.virginia.gov/reference/CAPP/CAPP\\_Topics\\_Cardinal/20335-2015-Dec.pdf](https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics_Cardinal/20335-2015-Dec.pdf)

All invoices for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, lodging and incidental travel expenses.

21. Payment terms are NET 30 upon receipt of a proper invoice or receipt of good/services, whichever is the later. This is based on the Commonwealth of Virginia's Prompt Payment Act.

22. **Taxpayer Identification Number and Certification:** If requested, Contractor will provide an accurate, completed Commonwealth of Virginia substitute COVA W-9 form. This form may be obtained at [http://www.doa.virginia.gov/forms/CVG/W9\\_COVSubstitute.pdf](http://www.doa.virginia.gov/forms/CVG/W9_COVSubstitute.pdf)

23. **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 similar 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.

The Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the Agency. Its substantive terms are appropriate to the needs of the Agency and sufficient funds have been allocated for its performance by the Agency. This contract is subject to appropriations by the Virginia General Assembly.

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

**SIGNATURE PAGE FOLLOWS**



**Radford University**

\_\_\_\_\_  
(Signature)

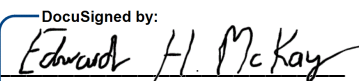
**Contract Officer**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Contractor**

DocuSigned by:

  
\_\_\_\_\_  
(Signature)

EVP & COO

\_\_\_\_\_  
(Title)

6/9/2022

\_\_\_\_\_  
(Date)

## Shenandoah Cable Television, LLC MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (the “**Agreement**”) is entered into on this **eighteenth (23<sup>th</sup>) day of May, 2022** and **effective June 1, 2022** (the “**Effective Date**”) by and between **Shenandoah Cable Television, LLC** (“**Provider**”), and **Radford University** (“**Customer**”).

1. **SCOPE OF AGREEMENT:** In accordance with the terms and conditions of this Agreement, Provider shall provide certain telecommunications services to Customer as specified in any Service Order executed by the parties (the “**Service(s)**”). Orders for different types of Service shall be placed on separate Service Orders such that this Agreement may have one or more Service Orders that may be in effect at any one time. Such Service Orders shall form a part of this Agreement. In addition, the following exhibits and attachments are incorporated into the Agreement by reference: Exhibit A “Service Level Agreement for Metro-Ethernet and Dedicated Internet Access Services,” Attachment 1 form of Service Order and service-specific terms and conditions (“**Service Order**”), and Attachment 2 form of Customer Acceptance. Provider reserves the right to modify and update these attachments.
2. **TERM OF AGREEMENT:** The term of this Agreement commences on the Effective Date and continues for an initial period of **forty-eight (48) months** (the “**Term**”). Upon the expiration of the **initial Term**, **Customer may exercise five (5) optional twelve (12) month renewals**. Should the parties have in effect any Service Orders at the expiration or termination of this Agreement, the rights and obligations of the parties with regard to any such Service Orders shall continue to be governed by the terms of this Agreement.
3. **ORDERS FOR SERVICE:**
  - 3.1. Service Orders. Upon the parties’ mutual agreement, the parties shall execute a Service Order (on such form(s) as may be designated by Provider from time to time) identifying at a minimum: (i) the specific Service to be provided; (ii) an Initial Term (as defined below) for the Service Order; (iii) an estimated number of days from the Service Order signature date within which the Provider expects services to be ready for connection (the “**Standard Interval**”); (iv) the applicable Service Charges (as defined below) for the Service; and (v) such other terms and conditions as may be appropriate. Provider will notify Customer of Service completion. Customer shall be deemed to have accepted the Service five (5) business days following Provider’s issuance of a Customer Acceptance Notice if Customer fails to notify Provider of its rejection of the Service in writing by specifying the defect or failure in the Service testing that is the basis for such rejection. In the event of any good faith rejection by Customer, Provider shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure. The foregoing notwithstanding, Customer use of the service for purposes other than testing shall constitute acceptance of the Service. The date of acceptance by Customer of the Service shall be the “**Service Start Date**.” The “**Initial Term**” set forth on each Service Order shall be for the period identified in the Service Order and shall begin on the Service Start Date. Each Service listed on the Service Order may have a different Service Start Date, as identified on the Customer Acceptance Notice. At the expiration of the Initial Term, the Service shall continue in effect on a month-to-month basis upon the same terms and conditions unless terminated by either party upon thirty (30) days’ prior written notice. In the event that the terms of the Service Order conflict with the terms of this Agreement, the terms of the Service Order shall govern.
  - 3.2. Standard Interval. Provider agrees to use reasonable efforts to ensure that each Service is tested and available for Customer’s use within the Standard Interval; provided, however, Provider’s inability or failure to deliver any ordered Service by the end of the Standard Interval shall not be a Default (as defined below) under this Agreement, and Provider shall not be liable to Customer or any third party for any damages as a result of Provider’s inability or failure to deliver any such service.
4. **CUSTOMER RESPONSIBILITIES:**

#### 4.1. Use of Service by Customer.

Customer shall not, nor permit others to, use any Service for any unlawful purpose or in any unlawful manner and further warrants that its and its customers' use of Service and any related information or communications made available, displayed or transmitted in connection with a Service will at all times comply with all applicable laws, regulations and Provider's written and electronic instructions for use. Customer shall be solely responsible for, and accordingly be solely liable for, obtaining and maintaining in Customer's own name and at its own expense, throughout the Term, all rights, licenses, permits, consents, authorizations or other rights required for the use of Service and for ensuring compliance with any regulatory or other requirements whether at law or otherwise. Without limiting the generality of the foregoing, if Customer elects the "music on hold" feature offered in connection with the Service, Customer shall obtain all rights and licenses required to use Customer's chosen music ("Music Performance Rights"). Provider may, at its option, terminate or suspend Service if: (i) any such unauthorized use occurs or (ii) Provider has reason to believe that use of Service by Customer, its agents, employees or end users, may or does violate any laws or regulations.

Services provided by Provider under this Agreement may be used by Customer only in furnishing service to Customer's retail customers or employees (*i.e.*, Customer's end users), and for operational and administrative purposes directly related to the provision of Customer's services.

- 4.2. Customer Equipment; Interference. Customer shall, at its own expense, procure and maintain any circuits, facilities, equipment, hardware or software necessary to implement or receive Service ("**Customer Equipment**"), unless Provider specifies otherwise in writing. Customer shall ensure that all such Customer Equipment shall perform according to published technical specifications for such Customer Equipment and Provider's interface specifications and otherwise complies with Provider's specifications for Service. Customer further warrants and agrees that Customer Equipment used by Customer or Customer's agents, employees or end users in connection with any Service shall not: (i) interfere with or impair service over any such facilities and equipment of Provider or (ii) create hazards to the employees of Provider or the public. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or reasonably may cause. Provider reserves the right to suspend Service if such any such Customer Equipment does not comply with the foregoing provisions of this Section. In such event Provider will, to the extent practicable, notify Customer of such suspension in advance; provided, however, where prior notice is not practicable, nothing contained in this Agreement shall be deemed to preclude Provider from suspending use of Service by Customer. During any such suspension, no Service Interruption or Service Outage (as defined in Exhibit A) shall be deemed to have occurred for purposes of this Agreement. Provider may make upgrades to its network infrastructure periodically, which may require Customer hardware and/or software to be upgraded in order to continue service. In the event of network upgrades, Provider will give no less than 30 days' notice to Customer if upgrades or changes to Customer's hardware and/or software will be necessary in order to avoid disruption of service. Provider is not responsible for degradation or disruption of service should Customer not make such upgrades or changes.

#### 4.3. Provider Equipment.

Provider shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by it and shall use reasonable efforts to maintain facilities and equipment that it provides to Customer. Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by Provider, except upon the written consent of Provider. Customer shall not use any such equipment or facilities for any purpose other than that for which its use is intended, nor rearrange any such equipment or facilities at any time.

Customer shall furnish or arrange to have furnished to Provider, at no charge, any space, equipment and/or electrical power required by Provider to provide any Service under this Agreement at the points of termination of such Service, as specified in a Service Order, should those points be located on premises of Customer or of its end user(s). Customer shall make all



necessary arrangements in order that Provider will have timely access to such space at reasonable times and to the extent reasonably required by Provider for installing, inspecting, repairing and/or removing equipment and facilities of Provider. Provider shall have no right to place equipment or facilities in space owned or controlled by Customer or its end user(s) without the prior consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed. Provider shall not incur any liability of any kind for any delays or inability to install a Service based on acts or omissions of Customer. If Provider is not able to obtain on reasonable terms and conditions, as determined by the Provider, any right of way, easement, permit, or license, including pole attachment rights, required for the installation or provision of the Service, Provider may terminate the portion of the Service Order applicable to such Service upon notice to Customer and with no further obligation to Customer.

Customer agrees to allow Provider to remove all equipment and facilities from Customer's premises: (i) upon termination or expiration of this Agreement (or after termination of Service in connection with which the facilities were used in the case of Service Orders that continue beyond the Term); and (ii) for repair, replacement or otherwise as Provider may determine is necessary, but Provider shall use reasonable efforts to minimize disruptions to Service caused thereby. At the time of such removal, such equipment and facilities shall be in the same condition as when installed, reasonable wear and tear excepted. Customer shall promptly and equitably reimburse Provider for any damage to, or the cost of repair of, any equipment or facilities not in such condition.

As between Provider and Customer, all equipment and facilities provided by Provider shall be and remain its personal property at all times during the Term. At Provider's request, Customer shall prominently affix identifying plates, tags, or labels on any such equipment and facilities showing the ownership interest of Provider and shall not tamper with, remove or conceal such identifying plates, tags or labels. In addition, Customer shall, from time to time, take additional actions and execute and deliver such further documents as Provider may reasonably request in order to confirm and protect Provider's title to and ownership of any such equipment or facilities. Customer shall reimburse Provider for any damages to Provider's equipment or facilities caused by: (i) any improper use of, or breach of this Agreement with respect to, any such equipment or facilities by Customer, its employees, agents or end users; (ii) improper use of Service by Customer, its employees, agents or end users; (iii) malfunction of any equipment or facilities not provided by Provider and used by Customer or Customer's employees, agents, or end users in connection with any Service provided hereunder; or (iv) by fire, theft or other casualty on the premise of Customer (or of its agents or end users). Upon reimbursement for any such damages and at Customer's expense, Provider will cooperate with Customer in prosecuting a claim against the person or entity causing such damage, and Customer shall be subrogated to the right of recovery of Provider for such damages to the extent of Customer's payment. In the event Customer causes damage to facilities or equipment other than that owned by Provider, and such facilities or equipment are physically, optically and/or electrically associated with those of the Provider, Customer shall reimburse the owner for, and indemnify and hold Provider harmless from any and all claims arising from, damage to any such facilities or equipment.

## 5. PAYMENT TERMS:

- 5.1. Service Charges. Customer shall pay all monthly fees and non-recurring charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) ("Charges") at the rates set forth on each Service Order promptly, and in any event within thirty (30) days after the receipt of the invoice by Customer therefor.
- 5.2. Disputed Bills. In the event that Customer disputes any portion of a Provider invoice, Customer must pay the undisputed portion of the invoice as of its Due Date and submit a written claim for the disputed amount. All claims must be submitted to Provider within sixty (60) days from the Due Date of the invoice that includes the disputed amount. If Customer does not report a dispute with respect to an invoice within the sixty (60) day-period, Customer is deemed to have waived its dispute rights for that invoice and to have agreed to pay that invoice. If Customer has provided sufficient detail for investigation of the dispute, Provider will use reasonable efforts to resolve and communicate its resolution of the dispute within thirty (30) days of its receipt of the dispute notice.

If the dispute is resolved in Provider's favor, any amounts to be paid by Customer shall be subject to the late payment charges under Section 5.1 retroactive to the Due Date of the disputed invoice and payable by Customer on the next Due Date. Disputed amounts resolved in Customer's favor shall be credited on Customer's next invoice.

## 6. DEFAULT AND REMEDIES:

6.1. Default. A "**Default**" shall occur under this Agreement upon: (i) Customer's failure to pay any invoice and such failure remains uncorrected for ten (10) days after receipt of written notice that a payment is past due; (ii) Customer's failure to pay any advance payment or Deposit or to provide any Payment Assurance when due; (iii) Customer's insolvency, apparent inability to pay debts as they become due, or any filing of bankruptcy by or against Customer or a general assignment for the benefit of its creditors; (iv) Customer's violation of any applicable laws, statutes, ordinances, codes or other legal requirements with respect to any Service that are not remedied within ten (10) days after written notice thereof (or such shorter period as may be required by law); or (v) either party fails to perform or observe any material term or condition of this Agreement and such failure remains uncured for more than thirty (30) days from the date of the non-breaching party's written notice thereof.

### 6.2. Remedies Following Default.

Upon a Default by Provider affecting any Service Order(s), Customer may terminate the affected Service Order(s) if the Default is not cured after the required notice and thirty (30)-day cure period set forth herein by providing written notice of termination to Provider not less than five (5) business days following the expiration of such cure period.

Upon any Default by Customer of this Agreement not cured after expiration of any applicable notice and/or cure period set forth herein, Provider may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend Service to Customer (either completely or only with respect to any affected Service Order) or the processing Service Orders until such time as Customer has corrected such noncompliance, including paying any amounts owed hereunder; (ii) terminate Service (either completely or only with respect to any affected Service Order) or this Agreement; and/or (iii) apply or enforce any Deposit/Payment Assurance and/or enforce any security interest provided by Customer. If Provider suspends Service pursuant to this Section, in addition to any other charges due hereunder, Customer shall pay Provider any reconnection fees or other costs imposed on or incurred by Provider to reconnect Service. If Customer fails to cure any Customer Default within any applicable cure period provided herein, Customer shall be deemed to have cancelled Service for the purposes of Section 7 and shall remain liable for all early cancellation charges applicable to the Service. During any temporary suspension, and upon any termination of Service in accordance with this Section, no Service Interruption (as defined in Exhibit A) shall be deemed to have occurred for the purposes of this Agreement.

7. **TERMINATION FOR CONVENIENCE:** If Customer cancels a Service with a one-year term at any time during that term, Customer shall pay, as liquidated damages and not as a penalty, an amount equal to one hundred percent (100%) of the remaining Service Charges for the unexpired portion of such twelve (12) month period. For Service Orders in which the stated term is more than one (1) year, Customer shall pay the aggregate amount of all Service Charges that would be due for the remainder of the first three (3) years of the term plus one-half of the aggregate amount of the Service Charges that would be due for the term remaining under the Service Order subsequent to the third year. The cancellation charges payable hereunder are in addition to all other amounts due hereunder for Service provided prior to the Cancellation Date of the Service Order, including, without limitation, installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees. An early termination fee will be applied to dependent Services if Customer cancels a Service upon which the dependency was based. Provider may terminate the Agreement without cause upon 30 days prior written notice to Customer, in which case a pro-rata refund of the Service Charges paid by Customer for that Term shall be made.

Unless specifically permitted above, termination under this Section 7 does not entitle Customer to any refunds or relieve Customer from the obligation to pay all amounts due and payable to Provider. Customer's other obligations under the Agreement, including but not limited to those under Section 12.3 and 12.13, shall survive to the extent necessary to ensure their full performance.

8. **WARRANTIES; LIMITATION OF LIABILITY:**

- 8.1. Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT THIS AGREEMENT AND SERVICE PROVIDED HEREUNDER. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE OR NON-INFRINGEMENT.
- 8.2. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DELAYS IN INSTALLATION, COMMENCEMENT OR RESTORATION OF SERVICE, MISTAKES, ACCIDENTS, OMISSIONS, SERVICE INTERRUPTIONS, ERRORS OR DEFECTS IN TRANSMISSION IN THE PROVISION OF SERVICE, SHALL NOT EXCEED THE AMOUNT OF THE CREDIT ALLOWANCE, IF ANY, AVAILABLE UNDER EXHIBIT A. WITHOUT LIMITING THE FOREGOING, PROVIDER SHALL HAVE NO OBLIGATION TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LIABILITIES (AS DEFINED BELOW) ARISING OUT OF THE FAULT OF FACILITIES OR EQUIPMENT UTILIZED BY CUSTOMER, OR ITS AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR ANYONE ACTING ON BEHALF OF CUSTOMER OR FOR ANY ACT OR OMISSION OF CUSTOMER IN FURNISHING ITS SERVICES TO OTHERS.
- 8.3. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE PROVISION OF SERVICE TO BE PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES, WHETHER OR NOT PROVIDER OR CUSTOMER HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.
9. **INSURANCE:** Both parties shall procure Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance, including, but not limited to contractual liability coverage from an insurer reasonably satisfactory to the other party, in the amount of at least One Million Dollars (\$1,000,000.00)



each occurrence. Both parties shall provide Certificates of Insurance for such insurance to the other party within ten (10) days after the Effective Date of this Agreement.

10. **MATERIAL CHANGE IN LAW:** If the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues a rule, regulation, law, order or decision that has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "**Regulatory Requirement**"), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.

#### 11. MISCELLANEOUS PROVISIONS:

- 11.1. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations for Services provided hereunder shall be absolute and not subject to delay due to any event of force majeure.
- 11.2. Unanticipated Barriers to Construction. The provisioning of services to a customer may require construction of new facilities or augmentation of existing facilities. In the event Provider encounters unanticipated barriers to this construction or augmentation that could not be reasonably anticipated or estimated in advance of construction, including but not limited to rock formations, costs associated with drilling into rock, excessive utility make-ready work, and pole replacement, Provider will as soon as possible, but in no event later than five (5) days from its discovery of the unanticipated barrier to construction present a proposed revised amount for special construction at the site in question that reflects the estimated additional costs that will be incurred for which it will seek reimbursement prior to performing additional work in the form of a revised Service Order. Customer will then have five (5) days to determine whether it will agree to the revised Service Order. Once the Parties have agreed and executed a revised Service Order, construction activities shall resume. If the parties cannot agree to an acceptable alternative revised Service Order, Provider may terminate the agreement.
- 11.3. Assignment. Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written permission of Provider, which consent shall not be unreasonably withheld. Any act in violation of the foregoing shall be null and void; provided, however, that any such act shall not relieve the Customer of its obligations under the Agreement. Provider may assign the Agreement or delegate any or all of its duties under the Agreement to a subsidiary or related company at any time.
- 11.4. Licensing. No license, under patents or otherwise, is granted by Provider to Customer or shall be implied in Customer's favor with respect to any circuit, apparatus, system or method used by Provider in connection with any Service provided under this Agreement.
- Notwithstanding the foregoing, any Provider software provided to Customer to enable Customer to connect to Provider is licensed, not sold, to Customer for its use only under the Agreement. Customer may make one copy of the Provider software solely for backup purposes. Provider

software is protected by United States copyright law. Customer may not distribute copies of the Provider software to others; electronically transfer the Provider software; decompile, reverse engineer, or otherwise reduce the Provider software to a human-perceivable form; or modify, adapt, translate, incorporate into other works, rent, loan, resell, distribute or create derivative works based on the Provider software or any part thereof. Upon expiration or termination of the Agreement, Customer shall either return the Provider software to Provider or destroy it. Software of third parties is subject to separate license agreements.

- 11.5. No Joint Undertaking. Notwithstanding any other provision of this Agreement, this Agreement applies only to Services provided to Customer, and does not constitute the joint undertaking with Customer for the furnishing of any service to Customer's end users. None of the provisions of this Agreement shall apply or extend directly to the Customer's end users. Provider does not undertake to transmit messages or offer any telecommunications services to end users under this Agreement. Provider shall be responsible only for the installation, operation and maintenance of its facilities used in providing Service, as specified herein.
- 11.6. Limitations on Benefits of Agreement. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.
- 11.7. Publicity. Neither party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other party in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other party's prior written consent.
- 11.8. Confidentiality. As used in this Agreement, Confidential Information means information not generally known to the public, whether of a technical, business or other nature, that is disclosed as a result of the parties' communications and discussions, and that should reasonably have been understood by the receiving party to be proprietary and confidential to the disclosing party because of legends or other markings, the circumstances of disclosure or the nature of the information itself. The parties agree that a disclosing party's Confidential Information, in either written, oral, electronic or other form will not be: (a) used by the receiving party for any purpose other than the performance of such party's obligations under this Agreement, or (b) disclosed by the receiving party either directly or indirectly by any means to any third person(s) without the express written permission of the disclosing party, unless otherwise required by governing authority or law. Notwithstanding the foregoing, Customer hereby consents to the release of information relating to its recurring monthly charges under this Agreement to individuals or entities involved in referring Customer to Provider (a "Lead Provider"). This information will be used solely for the purpose of calculating the referral fee to be paid to the Lead Provider. The Lead Provider shall not be considered a party to this Agreement.
- 11.9. Order of Precedence. In the event of any ambiguity and/or inconsistency between this Agreement and any governmental authority order covering any Services provided under this Agreement, the following descending order of precedence will control: (i) any tariff of Provider governing delivery of Service by Provider, and use of Service by Customer under this Agreement; (ii) this Agreement and any amendments thereto; and (iii) exhibits to this Agreement, including Service Orders. No Service Order shall alter or amend the parties' obligations under Exhibit A and/or Sections 8 or 9 of this Agreement, unless the Service Order expressly modifies such Sections and such alterations and amendments are countersigned by authorized officers of the parties.
- 11.10. Service Subject to Availability. The furnishing of Service is subject to the availability thereof on a continuing basis, and is limited to the capacity of Provider to provide Service as well as the capacity which Provider may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Provider. Whenever transmission capacity provided by Provider under this Agreement is connected to facilities provided by another person or entity, the

regulations, terms and charges of such other person or entity shall apply for the facilities provided by such other person or entity. Nothing in this Agreement shall be construed to obligate Customer to submit, or Provider to accept, Service Orders.

- 11.11. Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
- 11.12. Attorneys' Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, to collect any amounts due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees (including, without limitation, the allocable costs of in-house counsel), court costs, costs of investigation and other related expenses incurred in connection herewith.
- 11.13. Amendments. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- 11.14. Notices. All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express. All written notices required under the Agreement shall be sent to the following:

**To PROVIDER:**

Shenandoah Cable Television, LLC  
500 Shentel Way, Edinburg, VA 22824  
Attention: Vice President, Commercial Sales

With a copy to:

Shenandoah Cable Television, LLC  
500 Shentel Way, Edinburg, VA 22824  
Attention: Vice President and General Counsel

**To CUSTOMER:**

Radford University  
801 East Main Street  
Radford, VA 24142

Each party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.

- 11.15. Severability. Except as otherwise provided for in this Agreement, Service provided by Provider as set forth in each Service Order attached hereto is severable, and upon termination of Service with respect to any Service Order, Services provided under other Service Orders shall continue unaffected. Similarly, if any part or provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or



unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part or provision to the extent necessary to render the Agreement valid and enforceable.

- 11.16. Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.
- 11.17. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.18. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- 11.19. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the terms of this agreement.
- 11.20. Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.
- 11.21. Choice of Law. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the Commonwealth of Virginia. Each party hereby expressly and irrevocably (i) submits to the jurisdiction of such courts for the purpose of any litigation as set forth above and irrevocably agrees to be bound by any final and non-appealable judgment rendered thereby in connection with such litigation; and (ii) waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

The undersigned parties have read and agree to the terms and conditions set forth in this Master Services Agreement.

**"Provider"**

**Shenandoah Cable Television, LLC**

DocuSigned by:  
  
 Signature

Ed McKay

Printed Name

EVP & COO

Title

6/9/2022

Date

**"Customer"**

**Radford University**

Signature

Printed Name

Title

Date

See attached Service Order

(Insert Service Order after this page)

## Service-Specific Terms

In addition to the terms of the Master Services Agreement ("MSA"), the following terms and conditions shall apply to the services identified below as indicated in each Service Order.

### Terms and Conditions Specific to Internet Access Services:

1. Dedicated Internet Access. Provider shall provision Customer with (i) a link to the Provider's Point of Presence ("POP") or other designated POP, by arranging for installation of the requisite facilities to Customer's site, and (ii) routing to the Provider's Internet Peering Location(s). Unless otherwise agreed by Provider in writing, Customer is responsible for providing necessary cabling, equipment, and manpower to distribute telecommunications facilities from the standard telco demarcation point ("demarc") to the Customer's equipment location, if necessary.
2. Relocating the Circuit. If Customer relocates (sometimes referred to as "re-terminating") the demarcation point of the circuit at Customer's premises used to provide access to Provider, Customer shall pay any fees incurred by Provider in connection therewith. Provider shall not be responsible for any service disruptions related to relocating the demarc.
3. Technical Support. Provider may provide Customer with limited support on integration of the service into the Customer's network. Provider shall monitor operation of the service between the Provider's network and the demarcation point at the Customer's premises. Customer is responsible for any administrative, technical, emergency or support personnel at Customer's site necessary for dealing with Provider and for providing, installing, and maintaining Customer's own equipment.
4. Domain Name Service. Provider shall, at Customer's request, (i) provide primary or secondary domain name service (DNS) for one registered domain. DNS for additional domains or secondary DNS may be requested, but Provider is under no obligation to provide. Provider disclaims all liability and responsibility for any loss, damage, claim or expense arising out of or related to the registration of Customer's domain name, its usage in network registrations or directories, or the failure of any third parties to register or use Customer's domain name. Notwithstanding any provision of this paragraph, Provider shall not be liable to Customer for failing to obtain any specific domain name(s) requested by Customer.
5. IP Address Allocation for Internet access agreements. Provider abides by the policies and regulations of the American Registry for Internet Numbers (ARIN). ARIN provides the IP space that Provider distributes to its customers. In order for Provider to acquire IP address space from ARIN, Provider must follow ARIN's policies for allocating assignments to its customers and enforcing efficient utilization of all IP addresses. For this reason, Provider's customers are required to justify their IP requirements in detail utilizing the IP Justification Form.
  - 5.1. ARIN: ARIN requires all IP assignments be documented via SWIP, RWHOIS or with internal databases. Provider utilizes an internal database for all assignments, except where SWIP assignment is necessary. Large IP address customers will also be required to maintain and provide upon request a spreadsheet worksheet of how their addresses are assigned internally. This will be requested when additional IP space is requested by the customer via the IP Justification Form.
  - 5.2. Disclosure: All information disclosed to Provider during this process is confidential, with one exception. If requested, Provider is required to provide ARIN with the same IP assignment information provided by the customer. This information may be requested when Provider requests additional IP space from ARIN for assignment to customers.
  - 5.3. Provider typically does not provide aggregate IPv4 allocations larger than /24. Customers requiring allocations larger than /24 are encouraged to request space directly from ARIN. Provider's standard assignment is a /30.
  - 5.4. Provider typically does not provide allocations or assignments to customers who already have direct allocation(s) from ARIN.
  - 5.5. Provider will not provide additional allocations or assignments until all previous net blocks have reached an 80% utilization rate. A usage figure of 80% must be achieved within 90 days after allocation/assignment, or the addresses will be withdrawn. (80% usage is based on SWIP records and a scan run against all assigned net blocks). Provider reserves the right to change customer



assignments/allocations as necessary. Should that result in IP space that is not being used, Provider will reclaim the space. Provider cannot guarantee the assignment of contiguous net blocks.

- 5.6. Customer must maintain proper reverse DNS records for all assigned or allocated addresses.
- 5.7. Customer will not be given address space for administrative convenience.
- 5.8. Provider assigns IPv6 net blocks upon request. A single direct network will be assigned a /64, a network with a routed connection will receive a /56. Any request for a /48 must explain why more than 356 /64 blocks is necessary.
- 5.9. Provider supports Provider Independent (PI) space, which is required to multi-home with IPv6; however these /48 net blocks must be requested directly from ARIN.
- 5.10. Request for IP address space greater than /28 will require additional customer documentation and approval from Service Provider. Upon approval, the IP addresses will be provided at additional cost at market value.
- 5.11. Additional information regarding ARIN is available at <http://www.arin.net/>. Specific information on ARIN Policies is available at <https://www.arin.net/policy/nrpm.html>
6. Security. Customer understands that Provider does not own or control the telecommunications lines or facilities or other facilities to which it may provide access, except those specifically identified as belonging to Provider. Accordingly, Provider shall not be responsible for user/access security. Provider shall not be liable for any inability, failure or mistake in detecting or identifying unauthorized or inappropriate network access. If Customer detects an unauthorized disclosure of its IDs or passwords, it shall notify Provider immediately.
7. Agreement to Pay Service Charges. Customer agrees to pay the Nonrecurring and Monthly Recurring Charges set forth in the Service Order. Service Charges are independent of the amount of traffic or system access by legitimate users at the Customer's location. The Service Charge may be affected by tariffs or regulatory agencies and accordingly Provider reserves the right to change the Service Fee during the Initial Term or any Renewal Terms of the Agreement. Provider will give Customer 60 days prior notice of any mid-term increase in the Service Fee. Customer agrees to pay the new Service Charge from and after the effective date of the new Service Charge, unless Customer has terminated the Agreement in accordance with the MSA. In the event Customer extends the Agreement for an additional year, Customer agrees to pay the then-current annual Service Charge.
8. Other Charges. Customer is responsible for (i) its own network charges incurred in accessing Provider, and (ii) payment for any merchandise or services it or its users order or obtains through the networks to which Provider provides access. Unless otherwise set forth in the Service Order, Provider is providing Customer only with Internet access and is not in any way involved with, and specifically disclaims any liability for, product or service selection, purchase, payment, warranties, delivery, maintenance, or related matters.
9. Acceptable Use Policy. Customer agrees to abide by Provider's Acceptable Use Policy, found on its website at [www.shentel.com](http://www.shentel.com), which may be changed from time to time in Provider's sole reasonable discretion.

#### **Terms and Conditions Specific to VoIP Telephone Services:**

1. Voice Services. All voice Services provided by Provider are transported over a packet network. In some cases, equipment (such as a fax machine), may not be compatible with packet transport, and therefore will not operate properly.
2. Business and Alarm lines. Shentel Business voice services supports connections to alarm systems, fire panels, and elevator phones. However, all voice services provided by Provider are transported over a packet network and in some cases, equipment (such as a fax machine, alarms systems, fire panels, etc.), may not be compatible with packet transport, and therefore will not operate properly. If your equipment is not compatible with IP telephony, you may consider having a traditional Plain Old Telephone Service line

integrated with your equipment. You should check with your equipment vendor for compatibility before purchasing to make sure there will be no issues with the VOIP connection.

3. 911 Services. Customer hereby confirms it has been provided with information related to Internet-based telephone service (commonly known as "VoIP") and the differences that exist between VoIP service and traditional wireline telecommunications services, including the possibility that services (including 911 services) may not function in certain circumstances. Customer will be required to register the physical location of Customer's equipment with SHENTEL and agree to call SHENTEL customer service to update the location whenever the physical location of service for a particular telephone number changes. Customer may register only one location at time. If Customer does not update the physical location, Customer's 911 calls may be sent to an incorrect emergency center.
4. Limitations of VoIP Service. SHENTEL will provide a physical notice informing users of the limitations of VoIP Service in the event of certain equipment/service failures. This notice must be placed and remain near the phone(s) used for your SHENTEL VoIP Service. Customer acknowledges and agrees it will inform all employees, guests, and other third parties who may use the VoIP Service of the potential interruptions caused by the events described in this section, and more specifically that basic 911 and E911 services may not function in the case of a service failure for any of the following reasons: (a) the telephone device to which a particular telephone number has been assigned is moved to a location outside the premises where the telephone device was originally installed, the "registered address,"; (b) there is an outage, degradation or other disruption of power at the Customer's location; (c) there is an outage, degradation or other disruption of Customer's broadband Internet connection, whether such connection is provided by SHENTEL or another provider; (d) suspension of services due to billing issues; (e) any other service outages not described herein; (f) Customer's failure to provide a correct physical address in the requisite format may cause all basic 911 or E911 calls to be routed to the incorrect local emergency service provider; (g) if Customer uses the public Internet for voice calls (or voice call signaling), Customer may not be able to access 911 or E911 services; and/or (h) an equipment malfunction due to incompatibility of analog and digital technology.
5. Limitation of Liability. SHENTEL will not be liable for any inability to dial 911 using SHENTEL VoIP services or for the misrouting of any calls made to Public Safety Answering Points (PSAPs) or to municipal emergency service providers caused by Customer's failure to comply with this MSA or resulting from any of the circumstances described in Section 2, and Customer further agrees to defend, indemnify and hold harmless SHENTEL, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to SHENTEL in connection with SHENTEL's VoIP services, from any and all claims, losses (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) by, or on behalf of, Customer or any third party or user of SHENTEL's VoIP services relating to the non-availability of 911 dialing. SHENTEL's suppliers will not be liable to Customer for any damages for any reason.
6. Fraudulent use. Customer is solely responsible for maintaining the security of its network, equipment, account, password, files, and user access. Shentel shall not be responsible for user or third party access security. Shentel shall not be liable for any inability, failure or mistake in detecting or identifying unauthorized or inappropriate network or equipment access. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement. Shentel reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.
7. Voice Expectations and Customer Requirements for Hosted Voice Services

#### **Shentel Responsibility**

1. Host and maintain the voice feature switch on Shentel's premise
2. Replace any faulty phones throughout your contract term
3. Ship Phones to your location with proper labeling and documentation
4. Provision your Business Group based on the standard configurations set forth in the product document (i.e. Basic, Standard)

5. Give you access to training and reference material for the phones and Business Group Administration Portal
6. Provide standard training documentation on the phone system to your Business Group Administrator. Your Business Group Administrator will make changes after 7 day initial installation period. See below for more information about how to make changes during and after the initial installation period.
7. Installation: Shentel shall be responsible for placing phones and testing should customer elect to pay a Non Recurring Charge (NRC) for installation Services. Please refer to the 'Voice Professional Services' section below for current installation rates.
8. After installation and turn up is complete, the customer will have a 7 day installation period to contact the Shentel Business Services department to make any necessary feature or functionality changes. Any changes requested by the customer after this initial 7 day period will be subject to the current Voice Professional Services rates at the time the change was requested. The 7 day Installation support period should only be used for feature and functionality support and NOT for configuring the customer's network or equipment. If Shentel must get involved to configure the customer's network or equipment, customer will be billed the current Voice Professional Services rate.

### **Customer Responsibility**

1. Set up, maintain, operate and troubleshoot your internal voice network (switches, jacks, cabling, VLAN, firewalls, routers); charges will apply on a time and materials basis at the Professional Services Rate for any issues found to be on the customer network. Shentel is not responsible for configuring or adapting customer owned equipment to be compliant with Hosted Voice. If Shentel is engaged and agrees to correct these issues, a Change Request form must be completed documenting the changes and you will be charged the Voice Professional Services rate for the time spent. Use of Customer provided equipment is at Customer's own risk, and Shentel shall not be liable for any damages whatsoever relating to or arising from Customer's use of customer-provided equipment, including, but not limited to, work performed by Shentel professionals on equipment provided by customer.
2. Unbox the phones, place in the location specified by the label and where applicable, attach Ethernet cable to back of phone. If Ethernet cable is in use for the existing phone system, the customer will not be able to install the Ethernet cable until the day of the port.
3. Set-up and maintain features/functions through the Business Group Administration Portal (i.e. Speed dials, music on hold, extension changes, personnel changes, ring tones, etc.) Customer will have 7 days to call the Business Services department with feature and functionality changes. After the 7 days, customer will be subject to the Voice Professional Rates for any changes made by Shentel.
4. Conduct basic troubleshooting of your network before calling the Shentel NOC
5. Understand that when porting numbers, you should expect around 15 minutes of service interruption, potentially more in some cases.
6. Train your end users on how to use the phone system.
7. Your Business Group Administrator is required to make changes after initial installation. Any changes requested to be made after the installation support period of 7 days will be billed at the current Voice Professional Services rate below.

### **Voice Professional Services Rates**



The current Voice Professional Services rate is \$125 per hour billed in 15 minute increments. This rate may change from time to time at Shentel's discretion.

Shentel will install Hosted Voice handsets, per customer request, for \$15 per handset. Installation includes: quality controlling proper destination based on the label, unboxing the phone, assembling the phone, using the provided 6ft Ethernet cable to connect the phone to the Ethernet wall jack. Customer will be responsible for providing longer cables where needed. This installation rate may change from time to time at Shentel's discretion.

### **Hosted Voice Customer Requirements**

In order to ensure a successful Hosted Voice install each Hosted Voice customer will have their internal network properly configured. These requirements must be met before installation of the phones; if the below expectations cannot be met customer should contract an integrator.

### **Customer Configuration Requirements:**

1. Internal network infrastructure must have configurable network switches capable of having multiple VLANs configured. Customer network must be configured with a separate voice VLAN dedicated to VOIP (VLAN is assigned by Shentel). Hubs or Bridges are not acceptable.
2. POE (Power over Ethernet) switches are highly recommended. If POE switching is not available, a power outlet will be needed near the location of each phone for a power adapter, which may be provided at an additional cost.
3. Network cabling for each phone must be a minimum of CAT5.
4. Customer will complete the voice Site Survey with Shentel Sales Engineering.
5. Shentel does not support alarm or elevator lines with Hosted Voice service.
6. Customer must provide a LOA (Letter of Authorization) to Shentel authorizing number cutover.
7. All IP Phone network jacks must be clearly identified as a voice port if separate voice ports are configured for each phone.
8. If back-up is desired, customer must provide UPS for all devices supporting the IP Centrex service at their location(s), this includes but is not limited to phones, switches, router, and Shentel demarcation device(s). Shentel will not be liable for customer owned UPS and up-time of any devices that are connected to such UPS.
9. Customer is solely responsible for maintaining the security of its network, equipment, account, password, files, and user access. Shentel shall not be responsible for user or third party access security. Shentel shall not be liable for any inability, failure or mistake in detecting or identifying unauthorized or inappropriate network or equipment access. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement. Shentel reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.

## EXHIBIT A

### SERVICE LEVEL AGREEMENT FOR METRO-ETHERNET AND DEDICATED INTERNET ACCESS SERVICES

1. **Technical Specifications.**

Description of Service

Layer 2 telecommunications transmission transport links provided between two or more points that meet at designated demarcation points between Provider Hub and Customer to provide Metro-Ethernet and/or Dedicated Internet Access Service.

2. **Service Outage.** In the event of a Service Outage to any On-Net Metro-Ethernet or Dedicated Internet Access (DIA) Service, Customer may be entitled to a credit (a "Service Credit") in accordance with Section 5 below. A "Service Outage" is a complete disruption of an On-Net Metro-Ethernet or DIA Service under this Service Level Agreement ("SLA"), such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder. A Service Outage shall be deemed to begin upon Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational, as documented by Provider's records. Notwithstanding anything to the contrary in this SLA, in the Agreement or in any Service Order, in no event shall a Service Outage or failure to meet any objectives or parameters under this SLA be deemed to be or constitute a breach by Provider of this SLA, the Agreement or any Service Order.
3. **Service Interruption.** An "Interruption" means any two (2) second interval with a complete interruption of transmission or a bit error rate worse than  $1 \times 10^{-9}$  for a particular communications path for a Service. In the case of dedicated Internet access, customer co-location, or other peering arrangements, this allowance applies only to facilities and cross-connects provided and monitored by Provider. Both Provider and Customer agree to promptly work in a cooperative manner to identify the causes of any Service Interruptions, and Provider agrees to promptly take commercially reasonable steps to restore Service upon being made aware of any Service Interruption; provided, however, in no event shall any Service Interruption be an event of Default by Provider under this Agreement.
4. **Routine Maintenance.** System maintenance normally will not result in Service Interruptions. In the event that system maintenance should require a Service Interruption, to the extent practicable, Provider shall use reasonable efforts to perform system maintenance during non-peak hours (midnight to 6:00 a.m.), or at other times after prior notification to Customer.
5. **Emergency Maintenance.** Provider reserves the right to perform emergency maintenance on its system, network, equipment or facilities at any time and, to the extent practicable, will provide Customer with prompt notice thereof.
6. **Network Availability.** Network Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Shentel does not conform to the technical specifications, (iii) customer is unable to pass signal over fiber. Shentel has fully redundant network architecture for each circuit on the network but by default every circuit is classified as "unprotected" unless otherwise specified on the Service Order.
  - a. **Protected:** Network/Service Availability objective is 99.99% upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel NOC.
  - b. **Unprotected:** Network/Service Availability objective is 99.9% upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel NOC.
7. **Service Level Objectives.** Shentel provides Service Level Objectives (SLO's) for its network and services, including availability, mean time to respond, mean time to restore and performance metrics. SLO's are standards that Shentel utilizes to measure performance, resilience and business continuity. Shentel makes every effort to ensure SLO's are continuously met by proactively

monitoring, measuring and responding to requirements before they become issues that could potentially impact performance objectives.

- a. **Mean Time to Respond.** Mean Time to Respond is the average time required for the NOC to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel Network Operations Center.
- b. **Mean Time to Dispatch.** Mean Time to Dispatch is the average time required to have a Shentel Operations Technician at the customer's location. The Mean Time to Dispatch is two (2) hours from the time a trouble ticket is opened with the Shentel Network Operations Center.
- c. **Mean Time to Restore.** Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the Shentel Network Operations Center.

8. **Service Credits.** In the event of a Service Outage to an On-Net Metro-Ethernet or DIA Service, Customer may request a Service Credit of the applicable MRC for the impacted Service based on the table below.

Aggregate Length of Service Outage:	Credit: Unprotected	Credit: Protected
≥1 minute and <2 hours	No Credit	10% of the MRC for the disrupted service.
≥2 hours and <4 hours	10% of the MRC for the disrupted Service	25% of the MRC for the disrupted Service
≥4 hours and <8 hours	20% of the MRC for the disrupted service	50% of the MRC for the disrupted service
≥8 hours and <12 hours	35% of the MRC for the disrupted service	75% of the MRC for the disrupted service
≥12 hours	50% of the MRC for the disputed service	100% of the MRC for the disputed service

The number of minutes of separate and discrete Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes or surcharges or any third party charges passed through to Customer by Provider. Customer must be in good standing to be eligible for Service Credits; no Service Credits will be given on past-due accounts or to Customers otherwise in non-compliance under this Agreement. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters set forth in this SLA. In no event shall Provider's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this SLA) exceed fifty percent (100%) of the MRC for the affected Service.

9. **Service Credit Request.** Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.
10. **Chronic Outage.** Customer may elect to terminate an affected On-Net Metro-Ethernet or Dedicated Internet Access (DIA) Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage. (1) For Protected On-Net Metro-Ethernet or Dedicated Internet Access Service, such Protected On-Net Metro-Ethernet or Dedicated Internet Access



Service is "inoperative" (See Exhibit A Section 3 for "inoperative" definition) for four (4) or more separate occasions of more than two (2) hours each OR for more than twenty four (24) hours in the aggregate in any calendar month; or (2) For Unprotected On-Net Metro-Ethernet or Dedicated Internet Access Service, such Unprotected On-Net Metro-Ethernet or Dedicated Internet Access Service is inoperative for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month. Customer may only terminate such On-Net Metro-Ethernet or Dedicated Internet Access Service that is inoperative as described above, and must exercise its right to terminate the affected On-Net Metro-Ethernet or Dedicated Internet Access Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. For the purposes of this section, Events exempt from Service Credit defined in Section 12 of this SLA or elsewhere in the MSA will not be included in the number of Chronic Outages.

**11. Multiple Applicable Service Standards.**

- a. When Service provided by Provider includes more than one communication path, the Service Interruption allowance applies only to the path interrupted.
- b. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

**12. Events Exempt from Service Credit.** Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
- b. Failure of electrical power not provided by Provider;
- c. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- d. Customer's noncompliance with this Agreement;
- e. Any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
- f. Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
- g. Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
- h. Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA

## EXHIBIT B

### SERVICE LEVEL AGREEMENT FOR METRO-ETHERNET CLASS OF SERVICE

13. **Class of Service.** CoS defines how multiple service frames utilizing the same network simultaneously will be prioritized relative to one another in the event of congested network conditions. CoS is only operational in the event of congestion on any given link. CoS option maps to a specific forwarding class on the Shentel network; traffic with higher forwarding class will supersede traffic with lower forwarding class. The CoS to be applied at the EVC level. CoS allows for the customer to make distinctions between different types of traffic such as voice, video, application data, etc., by assigning each type of traffic to a given EVC, and prioritizing those EVCs accordingly with appropriate CoS options. These forwarding classes assigned to a given EVC will be apply throughout the network, meaning forwarding class is maintained from the point of network ingress at the originating UNI and network egress at the terminating UNI. Only one forwarding class per EVC allowed. NRC will be charged for customers who would like multiple classes of service per physical interface.

Shentel will not honor a customer's PCP bit values.

14. **Q-in-Q.** Shentel Ethernet supports Q-in-Q VLAN tagging, a construct in which multiple, stacked VLAN tags are supported on Ethernet frames. This functionality is typically associated with wholesale applications, and is a key component of the E-Access service type. Two types of tags are used in a typical Q-in-Q application, each assigned by a different party, and each used for separate and distinct purposes. This combination of multiple tags allows Shentel to permit its individual E-Access carrier customers to freely use VLAN IDs associated with their end-user customers (C-tags) without the possibility of overlap/conflict with the VLAN IDs of other Shentel carrier customers, regardless of the mix of next-gen and non-next-gen equipment in use.

<b>S-Tag</b>	<b>Service Tag</b>	A tag that is applied to the front of a frame to be used by the service provider to pass across their network.
<b>C-Tag</b>	<b>Customer Tag</b>	The is a tag that is received by a customer that is used at the UNI points at each handoff point with the user.

15. **Link Aggregation Control Protocol (LACP).** Shentel Ethernet E-Access Service NNIs are provisioned over redundant links (on the same chassis) configured with LACP. Link aggregation protocol aggregates multiple Ethernet interfaces to form a logical point-to-point link, known as a LAG, virtual link, or bundle. Link aggregation provides network redundancy by load-balancing traffic across all available links. If one of the links should fail, the system automatically load-balances traffic across all remaining links.
16. **Service Frame Sizes.** Shentel Ethernet supports standard 1,522 byte Ethernet Service Frames, as well as non-standard frame sizes between 1,522 bytes and 9,000 bytes, subject to equipment limitations. Shentel will be able to support Service Provider Tagging / QinQ / 802.1pq which requires the higher level frame size.
17. **Static EVC Path.** Static EVC Path Selection provides customers with the ability to specify a specific, fixed path to be utilized for a given EVC through the Shentel core network. When the customer chooses this option, it replaces the standard implementation in which transport paths are dynamically determined by the governing routing protocols in use in the Shentel core network.
18. **SLA Measurements.**

Metric	Name	Definition
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FD	Frame Delay	The time required to transmit a Service or ENNI Frame from ingress EI to egress EI. (Latency)
IFDV	Inter-Frame Delay Variation	The difference in delay of two consecutive service or ENNI Frames of the same CoS Frame Set. (Jitter)
FLR	Frame Loss Ratio	Frame Loss Ratio is a characterization of the number of lost Service Frames or ENNI Frames between the ingress External Interface (EI) and the egress External Interface (EI). Frame Loss Ratio is expressed as a percentage. (Packet Loss)
AVL	Availability	$([Total\ minutes\ in\ calendar\ month] - [total\ minutes\ of\ unavailability]) / [Total\ minutes\ in\ calendar\ month]$
MTTR	Mean Time to Repair	Average time to repair all outages within a calendar month. Measured from point of Shentel acknowledgement of responsibility for trouble detailed on trouble ticket initiated by customer.

## 1. PT 1 (Metro PT = &lt; 250km, 155mi)

PT1	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	45ms	23ms	15ms	10ms
Jitter (Network Delay Variation)	20ms	16ms	8ms	2ms
Packet Loss	<1%	<0.1%	<0.01%	<0.001%
Availability	99.9%	99.9%	99.99%	99.999%

## 2. PT 2 (Regional PT = &lt; 1,200km, 745mi)

PT2	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	80ms	45ms	30ms	20ms
Jitter (Network Delay Variation)	25ms	25ms	15ms	5ms
Packet Loss	<1%	<0.1%	<0.02%	<0.01%
Availability	99.9%	99.9%	99.99%	99.99%

## 3. PT 3 (Continental PT = &lt;7,000km, 4,349mi)



PT3	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	120ms	100ms	80ms	45ms
Jitter (Network Delay Variation)	35ms	30ms	20ms	10ms
Packet Loss	<1%	<0.1%	<0.04%	<0.02%
Availability	99.9%	99.9%	99.99%	99.99%

4. PT 4 (Global PT = <27,500km, 17,087mi) **Non-standard; TBD on a case by case basis**

19. **SLA Scope.** An SLA portal will be used to measure performance from UNI-to-UNI for all prescribed measurements, and will be measurable at the lowest level of service differentiation, either VLAN (effective as of Ethernet) or CoS as applicable.

**Off-Net Access.** Shentel does not support perform for off net circuits.

**Carrier**

Carrier MSA agreement take precedent to the SLA's found herein.

20. **Service Credit Exemptions.** Events Exempt from Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
- Failure of electrical power not provided by Provider;
- Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- Customer's noncompliance with this Agreement;
- Any emergency or routine maintenance;
- Any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
- Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
- Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
- Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA.

21. **Credit Allowance Matrix**

Credit Allowance for Latency Performance Metric									
Class of Service	PT 1		PT 2		PT 3		PT 4		
	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	
	0-10	No Credit	0-20	No Credit	0-45	No Credit	ICB	No Credit	
Gold	10.01-15	10%	20.01-30	10%	45.01-80	10%	ICB	10%	
	15.01-23	25%	30.01-45	25%	80.01-100	25%	ICB	25%	

		>23	50%	>45	50%	>100	50%	ICB	50%
	Silver	0-15	No Credit	0-30	No Credit	0-80	No Credit	ICB	No Credit
		15.01-23	10%	30.01-45	10%	80.01-100	10%	ICB	10%
		23.01-45	25%	45.01-80	25%	100.01-120	25%	ICB	25%
		>45	50%	>80	50%	>120	50%	ICB	50%
	Bronze	0-23	No Credit	0-45	No Credit	0-100	No Credit	ICB	No Credit
		23.01-45	10%	45.01-80	10%	100.01-120	10%	ICB	10%
		45.01-80	25%	80.01-120	25%	120.01-180	25%	ICB	25%
		>80	50%	>120	50%	>180	50%	ICB	50%

## Credit Allowance for Jitter Performance Metric

Class of Service		PT 1		PT 2		PT 3		PT 4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
	Gold	0-2	No Credit	0-5	No Credit	0-10	No Credit	ICB	No Credit
		2.01-3	10%	5.01-10	10%	10.01-15	10%	ICB	10%
		3.01-5	25%	10.01-15	25%	15.01-20	25%	ICB	25%
		>5	50%	>15	50%	>20	50%	ICB	50%
	Silver	0-10	No Credit	0-15	No Credit	0-20	No Credit	ICB	No Credit
		10.01-15	10%	15.01-20	10%	20.01-30	10%	ICB	10%
		15.01-20	25%	20.01-30	25%	30.01-50	25%	ICB	25%
		>20	50%	>30	50%	>50	50%	ICB	50%
	Bronze	0-20	No Credit	0-25	No Credit	0-30	No Credit	ICB	No Credit
		20.01-30	10%	25.01-40	10%	30.01-50	10%	ICB	10%
		30.01-50	25%	40.01-60	25%	50.01-80	25%	ICB	25%
		>50	50%	>60	50%	>80	50%	ICB	50%

## Credit Allowance for Packet Loss Performance Metric

Class of Service		PT 1		PT 2		PT 3		PT 4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
	Gold	0%-0.001%	No Credit	0%-0.01%	No Credit	0%-0.02%	No Credit	ICB	No Credit
		0.001%-2.00%	10%	0.01%-2.00%	10%	0.02-2.00%	10%	ICB	10%
		2.01%-4.00%	25%	2.01%-4.00%	25%	2.01%-4.00%	25%	ICB	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%
	Silver	0%-0.01%	No Credit	0%-0.02%	No Credit	0%-0.04%	No Credit	ICB	No Credit

		0.01%- 2.00%	10%	0.02%- 2.00%	10%	0.04%- 2.00%	10%	ICB	10%
		2.01%- 4.00%	25%	2.01%- 4.00%	25%	2.01%- 4.00%	25%	ICB	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%
	Bronze	0%-0.10%	No Credit	0%-0.10%	No Credit	0%-1%	No Credit	ICB	No Credit
		0.10%- 2.00%	10%	0.10%- 2.00%	10%	1.01%- 2.00%	10%	ICB	10%
		2.01%- 4.00%	25%	2.01%- 4.00%	25%	2.01%- 4.00%	25%	ICB	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%



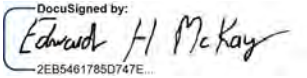
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Document Pages: 171	Signatures: 3
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Rebecca G. Lambert
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	500 Shentel Way
	Edinburg, VA 22824
	rebecca.lambert@emp.shentel.com
	IP Address: 172.58.188.194

Record Tracking

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6/8/2022 4:16:20 PM	rebecca.lambert@emp.shentel.com	

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ed.mckay@emp.shentel.com		Viewed: 6/9/2022 6:58:37 AM
EVP & COO		Signed: 6/9/2022 6:59:52 AM
Shentel		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Signed by link sent to ed.mckay@emp.shentel.com	
	Using IP Address: 204.111.161.4	

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	6/9/2022 6:59:52 AM

Payment Events	Status	Timestamps
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**Certificate Of Completion**

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Source Envelope:

Document Pages: 172

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Rebecca G. Lambert

AutoNav: Enabled

500 Shentel Way

Enveloped Stamping: Enabled

Edinburg, VA 22824

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

rebecca.lambert@emp.shentel.com

IP Address: 204.111.6.76

**Record Tracking**

Status: Original

Holder: Rebecca G. Lambert

Location: DocuSign

6/9/2022 9:30:25 AM

rebecca.lambert@emp.shentel.com

**Signer Events****Signature****Timestamp**

Kevin McDowell

DocuSigned by:



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Sent: 6/9/2022 9:53:29 AM

dkmcdowel@RADFORD.EDU

Viewed: 6/9/2022 9:57:00 AM

Sr. Contract Officer

Signed: 6/9/2022 9:57:20 AM

Radford University

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Signed by link sent to dkmcdowel@RADFORD.EDU

Using IP Address: 137.45.116.41

**Electronic Record and Signature Disclosure:**

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Hashed/Encrypted

6/9/2022 9:53:29 AM

Certified Delivered

Security Checked

6/9/2022 9:57:00 AM

Signing Complete

Security Checked

6/9/2022 9:57:20 AM

Completed

Security Checked

6/9/2022 9:57:20 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Shentel (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Shentel:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [katie.webb@emp.shentel.com](mailto:katie.webb@emp.shentel.com)

### **To advise Shentel of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [katie.webb@emp.shentel.com](mailto:katie.webb@emp.shentel.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Shentel**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [katie.webb@emp.shentel.com](mailto:katie.webb@emp.shentel.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Shentel**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [katie.webb@emp.shentel.com](mailto:katie.webb@emp.shentel.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Shentel as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Shentel during the course of your relationship with Shentel.