



STANDARD CONTRACT

Contract Number: **RU23004**

This contract entered into this 13th day of June, 2022, by, **Lumos Networks, Inc. DBA Segra**, located at 11215 N. community House Rd Ste. 1000, Charlotte, NC 28277, 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 30, 2022, through July 1, 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 7, 2022; and response to Clarification Questions date April 21, 2022
 4. **Attachment C:** Negotiation Summation:
 - A. Negotiation Points May 5, 2022, Appendix A;
 - B. Radford University Contract addendum
 - C. Segra 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.

Dedicated Internet Service of 1Gbps Recurring Monthly cost of \$750.00

With available options is Pricing table provided below.

Dedicated Internet Service Pricing

	1 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps	100 Gbps
One-Time Setup Installation	\$0.000	\$0.00	\$0.00	\$331,979	\$331,979	\$331,979
Recurring - Monthly Cost	\$750.00	\$2100	\$4,022	\$7500	\$14,000	\$25,000

SIP Costs

One Time SIP Setup / Installation Cost for Main Campus	\$0.00 (Installed at 50 Dalton Street)
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (Main Campus)	\$300
One Time SIP Setup / Installation Cost for RUC Campus	\$25,000
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (RUC Campus)	\$300
Domestic Long distance per minute if there is a charge.	100 minutes included per session. After .03 per minute
International Long Distance per minute.	See attached Document
DID Monthly Cost	\$.20 per DID

SIP Sessions

	1-25	26-50	51-100	101-200	200+
Monthly Cost Per SIP Session based on total number of sessions.	\$12.00	\$12.00	\$12.00	\$11.00	\$10.00

For all other agencies wishing to use this contract. Original pricing in proposal can be used as a form of guidance. Segra may request a 60-month Service agreement and your Service agreement will 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.

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.

- ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).

2. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §10 of the Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rule §36).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University, and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
4. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.
5. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
7. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact

business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

8. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

9. **CONTROLLING VERSION OF SOLICITATION:** The original version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the bidder or offeror shall not modify the original version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the bidder or offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.

10. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

11. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and

conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

12. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees: (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract. (Governing Rule §11).

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

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

- c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

2. To Subcontractors:

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

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

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

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

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

25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.
26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response. **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

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

The envelope should be addressed to:

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

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

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

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

If to Radford University:

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

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

SPECIAL TERMS AND CONDITIONS:

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

Contractor Name: _____ Subcontractors Name: _____

License #: _____ Type: _____

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

5. **CONTINUITY OF SERVICES:**

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

6. **INSURANCE:**

By signing and submitting a Proposal under this solicitation, the Offeror/Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in

accordance with §§2.2-4332 and 65.2-800 et seq of the *Code of Virginia*. The Bidder/Offer further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

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

completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

HARDWARE: Equipment provided here in shall be subject to inspection and a 30-day testing period by the University. Contractor equipment which is found to not meet the specifications or other requirements of the Contract may be rejected and returned to the vendor at no cost (including return transportation) by the University. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the Contract specifications and other requirements, or the nonexistence of potential latent defects.

15. CONFIDENTIALITY:

Radford University agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with rule Governing Rule §34 – "*Public Inspection of certain records*" located in the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the University.

16. DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY:

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

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

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

17. DATA PRIVACY:

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

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

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

18. DATA SECURITY:

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

19. **DISCLOSURE:** Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the prior written permission of the University.
20. **EQUIPMENT ENVIRONMENT:** Environmental specifications for any equipment to be delivered under the resulting Contract shall be furnished in writing along with the vendor's Proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.
21. **NO END USER CONTRACTS:** This Contract is the entire Contract between the University (including University employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use contracts or other contracts or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such contracts shall be null, void and without effect, and the terms of this Contract shall apply.
22. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians.
23. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the Contract to another location, the University reserves the right to do so at its own expense. If Contractor supervision is required, the University will provide prior written notice of the move at least thirty days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the University. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
24. **REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:**
 1. Except as otherwise expressly prohibited by law, the Contractor will:
 - a. Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University Data;
 - b. Consult with the University regarding its response;
 - c. Cooperate with University requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - d. Upon University request, provide said with a copy of its response.
 1. The Contractor will make itself and any employees, contractors or agents assisting the Contractor in the performance of its obligations under the Contract available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this contract. This shall include any data preservation or eDiscovery required by the University.
 2. The University may request and obtain access to University Data and related logs at any time for any reason.
25. **SECURITY BREACH:**
 1. Response. Immediately (within one calendar day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the

University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

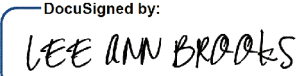
2. **Liability.** In addition to any other remedies available to the University under law or equity, the Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or Contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

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


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 Segra 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: X

Print Name: LEE ANN BROOKS
Title: Govmerment Account Mananger
Signature: 
Date: 6/13/2022 12:30 PM EDT

RADFORD UNIVERSITY

Print Name: Kevin McDowell
Title: Sr. Contract Officer
Signature: 
Date: 6/13/2022 1:31 PM EDT

Attachment A:

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

Addendum No. 1 dated March 24, 2022.



REQUEST FOR PROPOSAL # R22-007

TITLE: INTERNET BROADBAND SERVICE

DATE: MARCH 7, 2022

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

GENERAL INFORMATION FORM

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

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

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

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

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

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

ADDRESS: Proposals should be mailed or hand delivered to:

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

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

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

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

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

_____ **Large**

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

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

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

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

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

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

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

SIGNATURE: _____ **DATE:** _____

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1. PURPOSE:

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

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

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

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

3. CONTRACT PERIOD:

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

4. BACKGROUND**Radford University Background:**

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

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

Radford University has an IPV4 address assignment of 137.45.0.0/16, IPv6 address assignment of 2620:10C:D000::/44 and BGP ASN Number 13783 and does not need the vendor to provide these items.

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

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

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

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

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

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

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

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

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

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

8. STATEMENT OF NEEDS:

A. Detailed Needs

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

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

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

B. Possible Connection Locations

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

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

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

C. Optional Internet Connectivity to Selu Conservancy

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

D. Technical Response Requirements :

Proposals should include the following detailed technical information.

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

9. SPECIFIC REQUIREMENTS:

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

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

A. Selection Criteria:

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

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

B. Award to Multiple Offerors:

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

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

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

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

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

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

B. PROPOSAL PREPARATION:

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

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

12. OPTIONAL PRE-PROPOSAL CONFERENCE

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

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

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

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

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

17. ATTACHMENTS:

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

TERMS AND CONDITIONS**GENERAL TERMS AND CONDITIONS:**

See:

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

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

From

Name of Offeror	Due Date	Time Due
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

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

5. CONTINUITY OF SERVICES:

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

6. INSURANCE:

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

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

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

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

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

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

17. DATA PRIVACY:

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

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

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

18. DATA SECURITY:

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

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

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

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

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

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

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

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

25. SECURITY BREACH:

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

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

SAMPLE CONTRACT FORM

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

**STANDARD CONTRACT**Contract Number: **Rxxxxx**

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

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

This signed Radford University Standard Contract. Document;

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

Contractor's Proposal signed and dated _____

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

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

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

CONTRACTOR:**RADFORD UNIVERSITY**

Print Name: _____

Print Name: _____

Title: _____

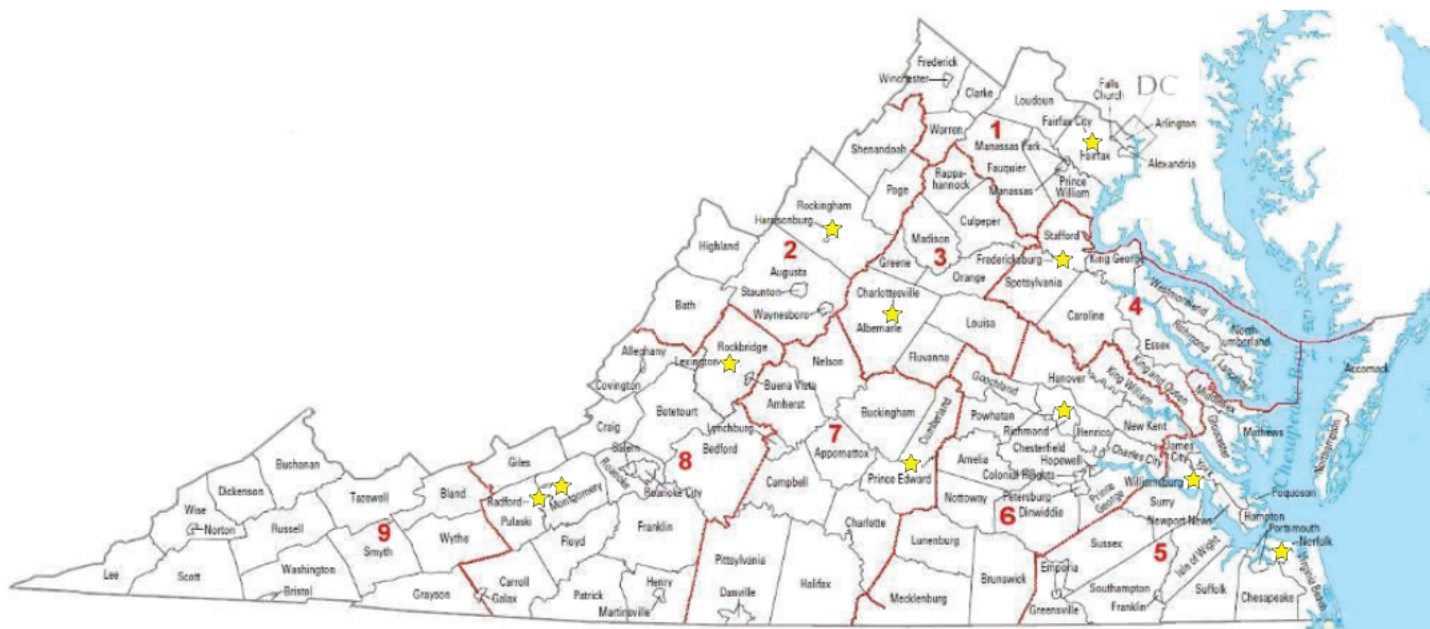
Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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

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

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

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

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

FINANCIAL PROPOSAL:

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

Dedicated Internet Service Pricing

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

SIP Costs

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

SIP Sessions

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

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

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



Addendum Number 1

Date: March 24, 2022

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

Amendment:

No Amendments to the RFP are being made.

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

Clarification:

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

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: dkmcowel@radford.edu

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

Attachment B:

Contractor's Proposal signed and Dated April 7, 2022, and
Clarification Questions April 21, 2022:



Freedom to grow.

Whatever your business dreams,
we're building the network to get you there.

SEGRASM

[SEGRA.COM](https://segra.com) | [833.GO.SEGRA](https://833.go.segra)

RU23004 40 of 120

BUSINESS
PROPOSAL FOR:

Radford University

04/07/2022

PREPARED BY:

Lee Ann Brooks

Government Account Executive I

Leeann.Brooks@segra.com (540) 241-1900





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Your future is our business.

As one of the country's largest independent fiber networks,
we're harnessing the latest technologies to power your potential.
We're your partner, your advocate, your network connector.

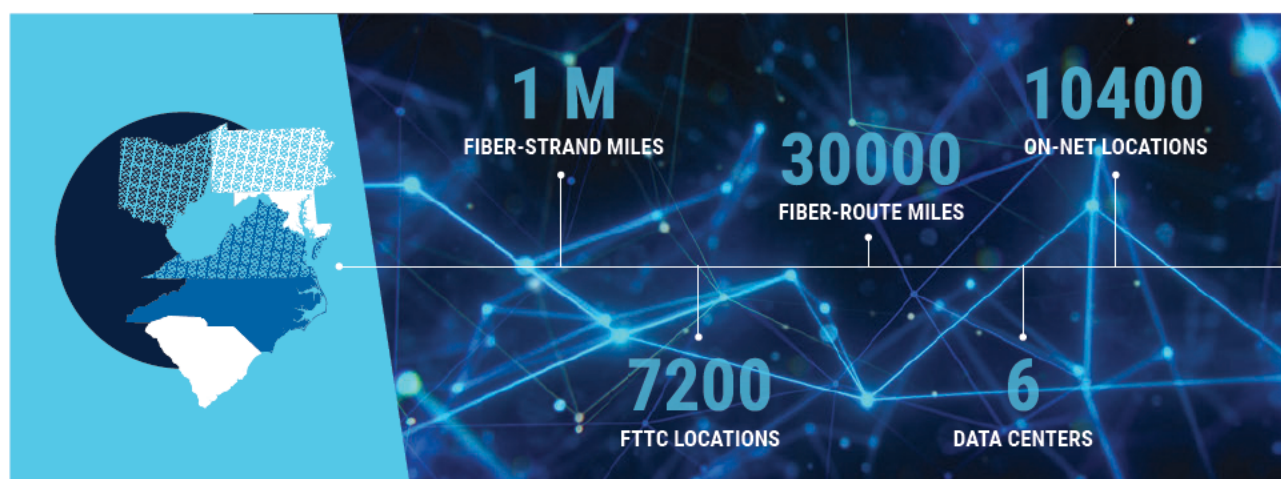
The way we see it, we're in the business of you.



Welcome to Segra.

As one of the largest independent fiber network companies in the Eastern US, we provide a broad and dense service footprint across the Mid-Atlantic and Southeast. Our state-of-the-art voice and data technology solutions serve businesses of all sizes as well as some of the world's largest carriers.

But that's not what we're most proud of. What we work at day and night is delivering never-say-never customer service. In fact, we've re-engineered our entire operating model to ensure we deliver a delightful customer experience — every time.



OUR HISTORY

Segra was formed by the joining of Lumos Networks and Spirit Communications in 2018 and re-branded as Segra in 2019. We continue to build on the legacy of our two companies whose founders both had a passion for technology, communications, and product innovation.

OUR NAME

Our name "Segra" is derived from a Swedish verb meaning "to win." We chose this name carefully, knowing that a commitment to win expands far beyond our walls. This commitment translates into an ongoing partnership with our customers, giving them the freedom to grow and reach their potential.

Values that keep us focused on our customers.

We crafted our core values to reflect the deep sense of purpose and service that each of us brings to work every day. We refer to these values as our “Articles of Excellence.”

Stay True.

We are honest with ourselves and with others. We earn their trust every day. We do what is right, we follow through, and we never compromise.

Be the Customer.

We know that without our customers, our company goes away. We listen, we have empathy, we show respect. We make every conversation count. We go the extra mile to make every experience memorable.

Build the Bonds.

1 + 1 = 3 is what makes us great. We seek the wisdom of others. We share our talents and we collaborate in continuum. We know that “command and control” never works. For it is only as a team that we achieve common goals.

Embrace Change.

We adjust and we evolve. We expect shifts and we find solutions. We are flexible, open-minded, and we iterate constantly. We celebrate the victories and we learn from the losses.

Light the Fire.

We empower ourselves through education and self-improvement. And we empower those around us to achieve their potential. We are responsible risk takers who seek information and search for the right tools.

Set the Pace.

In our quest for innovation, we are bold, competitive, and confident. We test boundaries, we question the status quo, and we push beyond expectations. We are unafraid of what lies ahead.

Choose to Win.

Whether we are laying new fiber routes, closing a million-dollar deal, or answering the phone, we take pride in all that we do. We study and understand the challenges. We strategize on a game plan. And then, we find a way to win.

Create a Legacy.

We create value for our customers, our employees, and our owners. By doing so, we establish a heritage of reliable infrastructure, constant innovation, and good stewardship.

At Segra, we're re-defining the delivery of communications services and solutions.

Every organization depends on reliable and safe connections. But there are differences in each industry, especially when it comes to communication. Even within an industry, no two companies are the same. We get it. That's why we've gone the extra mile to create solutions that are configured for the specifics of your industry and, more importantly, your company.

Below is an overview of the solutions we offer.

NETWORK SOLUTIONS

Reliability, reach, and fiber infrastructure that offer best-in-class connectivity.

- Dedicated Internet Access (DIA)
- Wide-Area Network (WAN)
- Long-Term Evolution (LTE)
- Dark Fiber
- Local Ring Enhancements (LRE)

VOICE SOLUTIONS

Flexible and streamlined voice solutions to keep your business connected 24/7.

- Hosted Voice
- Converged VoIP
- SIP Trunks
- IP Fax

MANAGED SERVICES

Customized communications solutions for workers in the office and out in the field.

- Software-Defined Wide Area Network (SD-WAN)
- Firewall Protection
- Distributed Denial of Service (DDoS) Protection
- Managed Local Area Network (LAN))

CLOUD SOLUTIONS

Security, data back-up, and disaster recovery for a world that's on the go.

- Infrastructure as a Service (IaaS)
- Disaster Recovery as a Service (DRaaS)
- Back-Up as a Service (BaaS)
- Data Centers

Segra's RFP In-Line Response

Speed and connectivity — backed by always-on customer service.

We're building the technology infrastructure of tomorrow to help you meet the challenges of today. Our state-of-the-art fiber network delivers superior voice, data, and cloud solutions to keep you ahead of the competition.





REQUEST FOR PROPOSAL # R22-007

TITLE: INTERNET BROADBAND SERVICE

DATE: MARCH 7, 2022

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

OR PROPOSAL (RFP)

RFP # R22-007

GENERAL INFORMATION FORM

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

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

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

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

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

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

ADDRESS: Proposals should be mailed or hand delivered to:

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

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

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

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

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



Large

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

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

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

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

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Lumos Networks Inc		FEDERAL TAXPAYER NUMBER (ID#) 	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name) DBA Segra		BILLING NAME (Company name as it appears on your invoice) Segra	
PURCHASE ORDER ADDRESS 11215 N Community House Rd Ste. 1000, Charlotte, NC 28277		PAYMENT ADDRESS Segra PO Box 631140 Cincinnati, OH 45263-1140	
CONTACT NAME/TITLE (PRINT) Lee Ann Brooks Government Account Executive I		EMAIL ADDRESS leeann.brooks@segra.com	
TELEPHONE NUMBER (540) 241-1900	TOLL FREE TELEPHONE NUMBER (833) 467-3472	FAX NUMBER N/A	EVA VENDOR ID NUMBER E28414 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER 2701024545

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: _____

Lee Ann Brooks

DATE: _____

4/1/2022

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.

Segra has read, understands, and will comply.

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](#).

Segra is not a SWAM-owned business entity, or an underutilized business.

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

5. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM: The eVA internet electronic

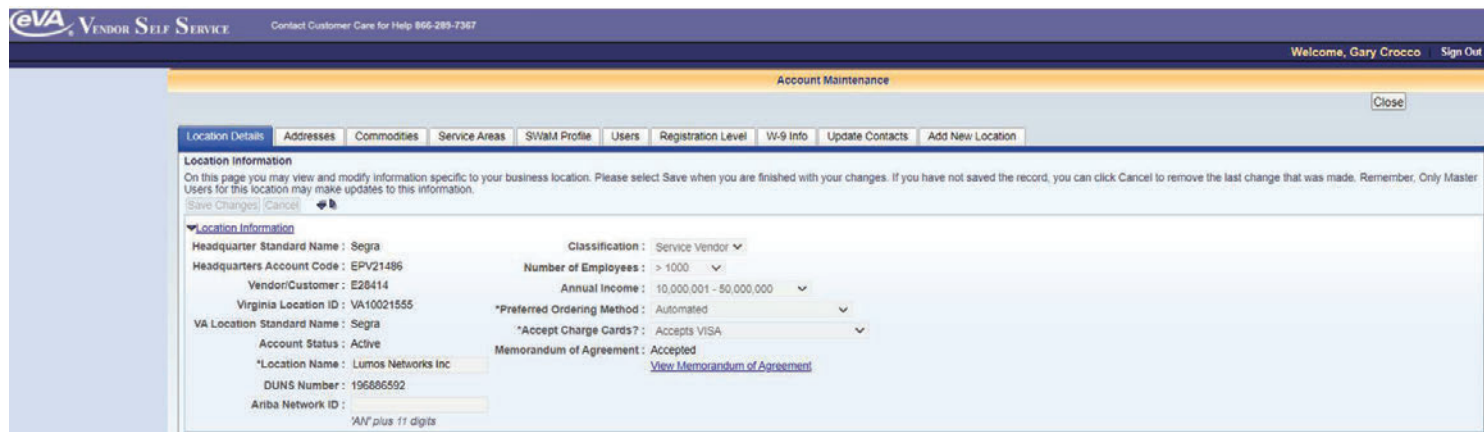
DocuSign Envelope ID: FEA7F8B2-92A5-4E8C-8FAE-5D1C8C87A329 rnment purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We 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

Segra has read, understand and complies.



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

Segra has reviewed, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

The objective for Network Availability is 99.99 %. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein.) Refer to the Access Circuit Network Availability Chart, found within our SLA document, for details regarding unavailability and credits.

Please refer to **Segra's Service Level Agreement (SLA)**, included in our response.

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.

Segra currently have active connection with Radford at 50 Dalton Street. Radford Va. 24141

Segra is proposing using this location.

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

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RFP # R22-007

Internet Broadband Service

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Segra has a proposed solution in the Attachment D Financial Proposal

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.

In response to the Supplemental question , Segra Owns maintains , and operates the network, both fiber and equipment, from the Customer premise to the Transit router located in Ashburn VA

This is Segra's Primary internet feed , with secondary and tertiary feeds located in Chicago Illinois and Atlanta Georgia

The local service distribution ring from the customer premise to the Roanoke pop is redundant in nature due to the inherent resiliency that is part and parcel of a " Ring Topology"

From there , The Roanoke POP, the circuit would be provisioned over our DWDM ring that terminates in 21715 Filigree court in Ashburn

We have 3 fiber entrances into this facility at 21715, with additional entrances to other Equinix facilities in the complex connected via in house cross connects thus linking the facility with additional redundancy

Should Ashburn experience failure [assuming all three of our upstream providers also fail] secondary IP routing failover would default to Chicago

If you would like additional information up to and including .kmz's of the proposed fiber routing please feel free to enquire further and Segra will welcome the opportunity to expound further

Aerial and Buried percentages are contingent on current ROW and Easements that may/ may not be in place prior to the permitting phase of the project

- An overview of the location(s) where your connection will connect to the Internet backbone.

Segra Owns maintains , and operates the network, both fiber and equipment. From the Customer premise to the Transit router located in Ashburn VA

This is Segra's Primary internet feed , with secondary and tertiary feeds located in Chicago Illinois and Atlanta Georgia.

The local service distribution ring from the customer premise to the Roanoke POP is redundant in nature due to the inherent resiliency that is part and parcel of a " Ring Topology". From there , The Roanoke POP, the circuit would be provisioned over our DWDM ring that terminates to 21715 Filigree court (Ashburn VA).

We have 3 fiber entrances into 21715 Filigree Court, with additional entrances to other Equinix facilities in the complex. Multiple cross connects within the Data Center add to the redundancy of Segra's presence.

Should Ashburn experience failure (at Filigree Court. assuming all three of our upstream providers also fail), secondary IP routing failover would default to Chicago.

If you would like additional information, up to and including .kmz's of the proposed fiber routing please feel free to enquire further and Segra will welcome the opportunity to expound further.

- A copy of your service level agreement, specifically including details concerning outages

Please refer to **Segra's SLA**, included in our response.

- Contact information and hours of operation for your Network Operations Center.

Please refer to **Segra's Escalation Contacts and Contact Information**, included in our response.

Segra has read, understands, and will comply.

A certified Segra Project Management Professional (PMP) will be assigned to oversee each phase of the acceptance testing process and will ensure that all services are installed and tested in a timely manner.

Segra offers the following as an acceptance testing plan to ensure that the new service is working properly:

- Once operations final task is complete, an e-mail notification is generated to the customer stating that the service is ready. This e-mail will include the new circuit information and any other additional information needed.
- After the customer has received the e-mail notification that the service is active, a member of Segra's Project Management Group will coordinate with the customer and Segra Installation/Operations to determine the service cut date.
- During the following 72-hour acceptance period users are encouraged to try out all features and functionalities of the service to verify they are working properly.
- No additional equipment is required to perform testing.
- Segra will provide status as necessary.

After installation is complete and service has been activated and tested, signed customer acceptance will be obtained, scanned, and saved to the appropriate customer project file. In closing the project, the Project Manager will lead the team in a Project Phase Review which will include a First Bill Review, a Quality Review, and Financial Audit will be scheduled to ensure that the contract and billing matches the original customer requirements as adjusted based on changes recorded in the Change Control Log. Project Closeout activities will also include knowledge transfer and the release of project resources. At this time of completion billing would commence for service.

- A summary of the timeline required for any future upgrades to a higher bandwidth.

Segra has read , Understands , and will comply

The Account Management Team outlined in response can accommodate a bandwidth increase need by phone or email. The request can also be made to Segra Support staff (888-864-7226) as well, the turn around time can be accommodated within 5 days.

Segra recognizes the ability to quickly and easily scale bandwidth as demand changes is important. As the sudden pivot to at-home learning made clear, having the flexibility to tune bandwidth to match consumption is important not just for supporting educational programs but also for budgetary responsiveness. And as schools continue to accommodate evolving distance and hybrid learning scenarios for both students and teachers, and with some administrators also working remotely, schools will increasingly require the ability to turn network services up and down quickly and efficiently for easy management and control.

As a large carrier that provides connectivity services to schools, we are still nimble enough to accommodate fast changing bandwidth needs, and offer the flexibility to quickly scale bandwidth to accommodate rapid changes in network consumption. For school administrators who must act quickly in times of demand, this lack of flexibility can lead to difficulty when managing service availability and cost.

- An overview of how your connection can be scaled beyond 10 Gb/s if needed.

Segra is proposing a solution that is scalable to meet your future growth and bandwidth needs.

Segra's infrastructure has been designed for high capacity and scalability. The ability to scale quickly and seamlessly is key to the uptime and reliability in which Radford University demands and we deliver.

If a customer is committing (CIR, Committed Information Rate) to a throughput of 8Gb or more or reaches this threshold through incremental upgrades Segra than can consider swapping out existing equipment (NID, Network Interface Device) that had a capacity of 10Gb for an alternate NID of 100Gb capacity. Also, if we preemptively know that customer will need beyond 10Gb we can compliment with a NID that has additional 10Gb ports as an option as well.

- 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.

If a PBX is SIP compatible, then it will generally be immediately compatible with Segra SIP trunks.

The most important features for testing the compatibility of a PBX are:

- Ability to set registration time at 120 seconds (halves to 60s) where registration is required for inbound calls
- Ability to enter a username and password for authentication on outgoing calls
- Authenticate OPTIONS pings as failure to have this will result in the PBX being blocked.

If interfacing with a PBX is not SIP compatible (i.e a legacy PBX), then it may still be compatible with a SIP to PSTN Gateway connected to the PBX, utilizing Segras IAD (Adtran 9XX) solutions.

Segra utilizes Metaswitch as its primary vendor for its SIP Server functionality which is a Microsoft Company. Microsoft is one of the 14 SIP Forum members that governs the SIP Connect. As a member Microsoft/Metaswitch adheres the specifications of SIP Connect.

Please refer to **Attachment D - Financial Proposal**, for our SIP pricing.

- Any agreements or documents that you will require to be included in a resulting contract with Radford University.

Segra agrees that any contract with Radford University resulting from this RFP Response shall consist of the items listed below. Segra does not propose any additional agreements or documents outside of the following:

1. The signed Radford University Standard Contract Form (Attachment B)
2. Radford University's Request for Proposal # R22-007 dated March 7, 2022 and all related Addenda
3. Segra's Proposal
4. Negotiation Summation.

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.

Segra has read, understands, and will comply. Please refer to **Segra's References**, included in our response on page XX.

- 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>.

Segra anticipates a minimal need to subcontract any work in order to continue providing services to Radford University. Segra will identify any needed subcontractors upon award and will make efforts to use SWaM certified contractors, if available.

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	Quantity of products/services offered and suitability for the intended purposes.	20
3	Specific plans or methodology to be used to provide the products/services.	15
4	Financial (Cost)	40
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

B. PROPOSAL PREPARATION:

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Segra has read, understands, and will comply.

- 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.

Segra has read, understands, and will comply.

- 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.

Segra has read, understands, and will comply.

- 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.

Segra has read, understands, and will comply.

- 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.

Segra has read, understands, and will comply.

- 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.

Segra has read, understands, and will comply.

- 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.

Segra has read, understands, and will comply.

Segra has read, understands, and will comply. Segra welcomes the opportunity to participate in an oral presentation to discuss the benefits of our proposal.

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.

Segra attended the pre-proposal 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.

Segra has read, understands, and will comply.

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. 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](#).

Segra has read, understands, and will comply.

14. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

Segra has read, understands, and will comply.

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.

Segra has read, understands, and will comply.

16. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.

Segra has read, understands, and will comply.

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

Segra has read, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has read, understands and will comply.

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.

Segra has reviewed, understands, and will comply.

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:		

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.

Segra has reviewed, understands, and will comply.

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

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

3. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual

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Contractor Name: _____ Subcontractors Name: _____

License #: _____ Type: _____

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

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.

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.

Segra has read and understands. Segra may subcontract for installation, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide. All subcontractors are properly vetted, bonded and insured. Segra shall remain the single point of contact for all subcontracted services.

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.

Segra has reviewed and understands.

Segra IP and SIP delivery is not contingent on additional equipment being deployed at the customer site. Segra's delivery is private cloud delivered over a Segra circuit handed directly from a Segra owned and managed fiber NID (Network Interface Device) to Copper Ethernet or preferred handoff to customer's equipment (PBX). Hence a warranty for equipment would not be applicable for Segra service delivery in this case.

Segra warrants that its services will be performed in a diligent, professional and workmanlike manner in accordance with the most favorable industry standards, in accordance with the requirements under any Agreement between the parties, and by experienced, qualified and properly trained and appropriately licensed personnel.

Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

Segra has reviewed, understands, and will comply.

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.

Segra has read, understands and complies.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has read, understands and complies.

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.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has reviewed, understands, and will comply.

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.

Segra has read, understands and complies.

RS 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.

Segra has reviewed, understands, and will comply.

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.

Segra proposes the following deviation for Section 25, shown in bold and underlined:

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. 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 **except in the case of gross negligence or wilful misconduct by the University.**

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.

Segra has read, understands and complies.

Segra has reviewed the Sample Contract Form in Attachment B, understands the format, and will comply with this Standard Contract upon award of the services to Segra.

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

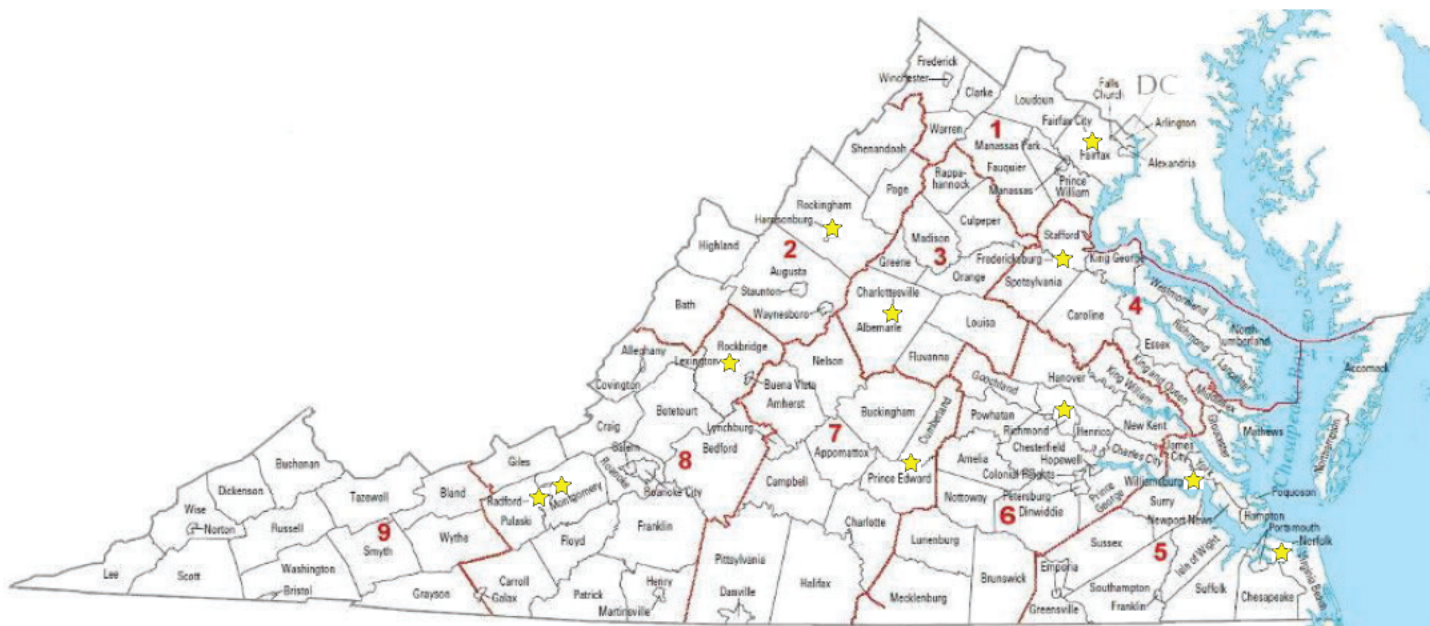
Print Name: _____

Title: _____

Signature: _____

Date: _____

Segra has reviewed and understands.

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

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

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

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

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

FINANCIAL PROPOSAL:

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

Dedicated Internet Service Pricing

	1 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps	100 Gbps
One-Time Setup Installation	\$0.000	\$0.00	\$0.00	\$331,979	\$331,979	\$331,979
Recurring - Monthly Cost	\$750.00	\$2100	\$4,022	\$7500	\$14,000	\$25,000

SIP Costs

One Time SIP Setup / Installation Cost for Main Campus	\$0.00 (Installed at 50 Dalton Street)
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (Main Campus)	\$300
One Time SIP Setup / Installation Cost for RUC Campus	\$25,000
Monthly Cost for minimal Internet connection for SIP traffic if Radford chooses a different provider for Internet Connectivity (RUC Campus)	\$300
Domestic Long distance per minute if there is a charge.	100 minutes included per session. After .03 per minute
International Long Distance per minute.	See attached Document
DID Monthly Cost	\$.20 per DID

SIP Sessions

	1-25	26-50	51-100	101-200	200+
Monthly Cost Per SIP Session based on total number of sessions.	\$12.00	\$12.00	\$12.00	\$11.00	\$10.00

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.

Each site would require a separate count. Ideally, the count would be the same at all sites for the purposes of failover/load balancing.

Please include pricing if you are able to quote the Optional Internet Connectivity to Selu Conservancy and any cost associated with Installation. 100M Monthly Recurring Charge = \$475. Onetime charge NRC = \$213,108.
This onetime cost includes Segra building fiber directly to the Conservancy.

Carillion Community Hospital 101 Elm Ave, 1G Internet =\$750 MRC. Onetime charge NRC=\$25,000.



Addendum 1



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?

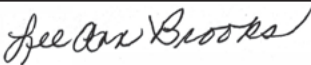
Radford University Response: They would terminate at the Roanoke Community Hospital facility located at 101 Elm. This would allow any VoIP phone service located in the Community Hospital Building to continue working in the event of a failure of the link between Main campus and the Community Hospital 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: Lumos Networks Inc DBA Segra	
Signature: 	Title: Government Account Executive I
Print Name: Lee Ann Brooks	
Date: 4/1/2022	



Segra's SLA



MASTER SERVICE AGREEMENT

Cover Page

Seller Information

Lumos Networks, Inc.
Lumos Networks of West Virginia, Inc.
South Carolina Telecommunications Group Holdings, LLC
and/or their corporate affiliates, all doing business as Segra

1500 Hampton Street
Columbia, SC 29201

Customer Information

Primary Address:

SEGRA Legal Notices to:
Michael D. Baldwin, Vice-President
1500 Hampton Street
Columbia, SC 29201

Billing Address:

Customer Care:
1500 Hampton Street
Columbia, SC 29201
Customer Care 1-833-GO-SEGRA
help@segra.com

Address for Legal Notices (if different from above):

Agreement Exhibits:

Exhibit A: Pricing and Location Detail
Exhibit B: General Terms and Conditions

This Master Service Agreement (Agreement) is entered into effective as of the date of last signature below (Effective Date) by and between Seller and Customer (as defined herein). Seller and Customer may be referred to herein individually as a party or collectively as the parties. By execution of this Agreement, Customer hereby acknowledges that it has reviewed and shall be bound by any Service Order, the General Terms and Conditions and all other exhibits attached hereto and incorporated herein by reference, as well as the terms of this Cover Page. Any additional or different terms or conditions in any communication by Customer (whether in a purchase order or otherwise) are rejected and shall be null and void. The signatory represents that he/she is an authorized representative of Customer and that he/she has the authority to legally and financially commit Customer. Customer agrees that it has had an opportunity to review and agrees to this Cover Page, as governed by the Agreement.

Seller:

Customer:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
SERVICE ORDER

Primary Address

Primary Contact

Quote # -

AE -

Account # -

Quote Date -

Contract Term -

Service Location	City, State	MRC Summary*	NRC Summary
------------------	-------------	--------------	-------------

*Summary of Services - See attached Location Detail pages for individual quantities, unit pricing, features, equipment, applied discounts and details for each location, the terms of which are hereby incorporated into this Agreement.

Total for all service locations*			\$0.00
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*The pricing above does not include taxes or regulatory fees and surcharges including facility access charges, network access charges, administration fee, 911 fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer.



Location Detail - 1

Primary Address

Primary Contact

Quote # -

Quote Date -

Contract Term -

Account # -

Product Name	Features	Qty	MRC	Total MRC	NRC
			Site Total	\$0.00	\$0.00

*The services priced on this document do not include taxes or regulatory fees and surcharges, facility access charges, network access charges, administration fee, 911 fees, universal service charges, along with federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer.

Site Information	Name	Phone	Email
Data Vendor			
PBX Vendor			
Wiring Vendor			
Demarc Contact			

Additional Notes and/or Equipment Deployed at Customer Location



EXHIBIT B MASTER SERVICE AGREEMENT TERMS AND CONDITIONS

Form Revision Date 09-01-2021

RECITALS

These Terms and Conditions apply to the Master Service Agreement between Seller and Customer.

AGREEMENT

1. Definitions.

- 1.1. Acceptable Use Policy. Found at www.segra.com/legal/ and incorporated herein by reference.
- 1.2. Acceptance Date. Following notice to the Customer that the Service is installed, the date when Customer notifies Seller that the Service is functioning properly, or seventy-two (72) hours after notice of installation, whichever comes first.
- 1.3. Affiliate. Any company that controls, is controlled by, or is under common control with, another company.
- 1.4. Confidential Information. As set out in Section 23 (Confidentiality) of this Agreement.
- 1.5. Chronic Trouble. As set out in Section 12.4 (Chronic Trouble) of this Agreement.
- 1.6. Default. As set out in Section 12 (Events of Default) of this Agreement.
- 1.7. Due Date. The date thirty (30) days after date of Seller's invoice.
- 1.8. Effective Date. The date that Customer executes this Agreement.
- 1.9. Exhibit A. For the purposes of this Agreement, used interchangeably with the term "Service Order."
- 1.10. Force Majeure. Causes beyond a party's reasonable control, including, without limitation, denial of use of poles or other facilities of a utility company or municipality; labor disputes, strikes, lock-outs or work stoppages; acts of war or terrorism; criminal, illegal or unlawful acts; weather, fire, flood, or natural causes; mechanical or power failures; fiber cuts; governmental acts; or any order, law or ordinance in any way restricting the operation of the Services or any other condition or circumstance beyond the reasonable control of a party which could not have been avoided with the exercise of reasonable diligence.
- 1.11. Law. All laws, ordinances, regulations, judicial or administrative orders, and rules, whether local, State, or Federal which may be applicable to Seller or Customer.
- 1.12. Liquidated Damages. Any Termination Fee as set out in this Agreement.
- 1.13. MRC. Monthly Recurring Charge as stated in the Service Order.
- 1.14. Notice of Election. Written notice from indemnitor to the indemnitee that the indemnitor elects to assume control of the defense and settlement of that claim.
- 1.15. Privacy Policy. Found at www.segra.com/legal/ and incorporated herein by reference.
- 1.16. Regulatory Requirement. A rule, regulation, Law, order or decision that the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues.
- 1.17. Seller. Lumos Networks, Inc., a Virginia corporation; Lumos Networks of West Virginia, Inc., a Virginia corporation; or South Carolina Telecommunications Holdings Group, LLC, a South Carolina limited liability company and/or their corporate affiliates, doing business as SEGRA.
- 1.18. Services. Enhanced broadband services and other communications services provided to Customer as specified by any order between the parties and subject to the terms and conditions of this Agreement. As used in this Agreement, the term "Service(s)" may include Off-Net Services as defined below:
 - 1.18.1. On-Net Service(s). Services provided by Seller that are entirely within the Seller's network.
 - 1.18.2. Off-Net Services. Services provided by Seller for Customer geographic locations outside of Seller's service area or not currently connected to the Seller's network. Also, commonly referred to as "Type II" Services.
- 1.19. Service Charges. Amounts paid by Customer to Seller under this Agreement.
- 1.20. Service Date. The first billing date following the date when Service has been tested and made available by Seller to Customer, which date shall be determined solely by Seller, and on which date Seller will commence Customer billing.
- 1.21. Service Order. Orders for specific Services, issued in accordance with the provisions of this Agreement. Each Service Order shall contain specific provisions with respect to prices, features, locations, description of Service duration and other terms as appropriate. For the purposes of this Agreement, used interchangeably with the term "Exhibit A."
- 1.22. TDM Services (Time Division Multiplexing). Telecommunications services, typically copper, that are outdated and targeted for decommissioning both On-Net and Off-Net. These Services include but are not limited to DS1, DS3 and PRI Services. As these Services are scheduled for decommissioning, Segra reserves the right to terminate TDM Services that are no longer supported on the underlying network. Segra also reserves the right to pass through any increased cost of providing, repairing and maintaining TDM Services. TDM Services are subject to unique terms and conditions as set out in this Agreement.

1.23. Term. The Term length and dates of this Agreement.

- 1.23.1. Initial Term. The initial term of this Agreement, commencing on the Service Date, and ending after the number of term length months set out on the Service Order, or if not indicated on the Service Order, then as set out in Section 3.1 (Term) herein.
- 1.23.2. Extension Term. Any term extension agreed to in writing between the parties past the Initial Term.
- 1.23.3. Year to Year Term. A period after the Initial Term or any Extension Term where Seller continues to provide Service to Customer without any term extension agreed to in writing between the parties.
- 1.24. Termination Fee. Any fees charged to Customer for its early termination as set out in this Agreement, whether Pre-Installation, Post-Installation, or Default.

2. Scope of Agreement.

- 2.1. Scope. In accordance with the terms and conditions of this Agreement, Seller agrees to provide to Customer and Customer agrees to purchase from Seller the Service(s) specified in the Service Order. Said Service Order may be amended from time to time to add additional Services. Any such amendment must be agreed to in writing by both parties.
- 2.2. Service Orders. Each Service Order shall identify at a minimum: (i) the specific Service(s) to be provided; (ii) an Initial Term length for the Service(s); (iii) the Service location(s); and (iv) applicable Service Charges for each Service.

3. Term.

- 3.1. This Agreement shall be effective as of the Effective Date. The Initial Term for the Services shall commence on the Service Date. Unless otherwise stated in the Service Order, the Initial Term length of this Agreement shall be for a period of five (5) years commencing on the Service Date. Upon the expiration of the Initial Term, so long as the Customer is not in Default hereunder beyond any applicable cure period, the Term will automatically renew for successive Year to Year periods unless: (i) a written amendment is executed by the parties further extending the Term or (ii) either party provides written notice of its intent not to renew the Agreement a minimum of thirty (30) days prior to the expiration of the Initial or any subsequent Extension term. During any Year to Year term, Seller reserves the right to increase rates to its then-current rates.
- 3.2. Upon notice to the Customer that the Service is installed, Customer shall have a period of seventy-two (72) hours to confirm that the Service is functioning properly. Unless Customer delivers written notice to Seller within such seventy-two (72) hour period that the Service is not functioning in accordance with the Service Order, billing will run its normal course and shall begin regardless of whether Customer is otherwise prepared to accept delivery of the ordered Service. In the event that Customer notifies Seller within seventy-two (72) hours that the Service is not installed and functioning properly, Seller shall correct any deficiencies in the Service and deliver a new notice to Customer, after which the process stated herein shall restart.
- 3.3. Unless otherwise addressed in an amendment executed by the parties, the term length for any additional Services added at any time during the Initial Term or any Extension Term, shall be extended for the term length set out in the Service Order. The Service Date for any additional Services shall be determined by the same methodology as used for the Initial Term.

4. Charges and Fees.

- 4.1. As compensation for Service(s) provided, Customer agrees to pay Seller monthly Service Charges at the rates set forth in the Service Order. Unless otherwise specified in the Service Order, Seller will commence billing Customer for both nonrecurring and recurring Service Charges on the Service Date. All Service Charges shall be due monthly in advance for Service to be provided during the upcoming month, except for Service Charges that are dependent upon usage of Service, which will be billed in arrears. If payment is not received by Seller by the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half percent (1½%) per month, or the highest rate permissible at law, until paid.
- 4.2. Any recurring Service Charges accrued after the Acceptance Date but prior to the Service Date will be prorated and invoiced to Customer on the Service Date. Invoice dates may vary according to the Service provided and according to Seller's billing cycles.
- 4.3. Additional nonrecurring Service Charges may apply if Customer requests any changes to the Service Order after the Effective Date, including any changes to Customer's requested date of service. If any of the information provided by Customer used in calculating the rates and terms stated in the Service Order is determined to be inaccurate, the rates and terms in the Service Order will be adjusted to reflect the accurate information.
- 4.4. Customer is responsible for paying any building entry costs or legal costs as set out herein.

4.5. Notwithstanding any provision or inference to the contrary, no payment due under this Agreement is subject to reduction, set-off or adjustment of any nature by Customer. In no event shall the malfunction or non-operation of Customer's interconnection facilities (including local access) relieve Customer of its obligation to pay for the Service.

4.6. Customer authorizes Seller to contact credit-reporting agencies for Customer's credit information. Seller may either refuse to serve Customer based on such credit information or require Customer to make an advance payment before Service is provided. Any advance payment will be credited to Customer's initial invoice. Seller may, at any time during the Term as a condition to Seller's acceptance of any service order or as a condition to Seller'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 Seller; or (iii) provide another deposit/credit assurance acceptable to Seller. 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 as required by law.

4.7. Disputed Invoices. In order to dispute any portion of a Seller invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail including but not limited to: (a) the items on the invoices in dispute; (b) the nature of the dispute (c) documentation of Customer filing a trouble report, including the Seller ticket number or order number and (d) any other relevant information reasonably requested by Seller with respect to the affected Service(s) or the disputed amount. All claims must be submitted to Seller in writing within thirty (30) days from the date of the invoice for those Services or they are waived. If Customer has provided sufficient detail for investigation of the dispute, Seller 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 Seller's favor, any amounts to be paid by Customer shall be subject to the late payment charges under Section 4.1 above, retroactive to the Due Date of the disputed invoice and payable by Customer immediately. Disputed amounts resolved in Customer's favor shall be credited on Customer's next invoice.

4.8. Taxes and Fees. In addition to Charges, Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local government charges or regulatory fees, excluding income taxes measured on Seller's net income. If Customer is entitled to an exemption from any applicable taxes or fees for a particular Service, Customer must provide Seller with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement. Seller will give effect to any such valid exemption proof on a prospective basis from the date of Seller's receipt of such exemption certificate. Tax-exempt status shall not relieve Customer of its obligation to pay applicable non-tax fees and surcharges. Seller reserves the right, from time to time, to change the surcharges under this Agreement to reflect costs, charges, or obligations imposed on Seller to the extent permitted, required, or otherwise not prohibited under applicable Law, such as universal service fund charges. Customer shall indemnify, defend and hold harmless Seller any damages, losses, claims or judgments arising out of any exemption claimed by Customer, including, without limitation, any liens, attachments, fines or penalties.

5. **Material Change in Law.** If a Regulatory Requirement has the effect of canceling, changing or superseding any material term or provision of this Agreement, 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.

6. **Installation, Customer Premises, and Maintenance.**

6.1. Installation Review. Seller may perform an installation review of each Service location prior to installation of the Service to determine serviceability, the need for additional work to provide the Services at Customer's location, or the need for additional work to acquire legal access to Customer's location. If during the installation review, Seller determines that additional work or legal access is required to enable Seller to deliver the Services to the service location, Seller will notify Customer that there may be additional Service Charges in excess of the amounts previously specified in the Service Order.

6.2. Notwithstanding Seller's installation review, Customer is responsible for ensuring that Seller has legal access to Customer's location, and for paying any costs required for Service installation, including but not limited to building entry costs or legal costs charged to Seller by Customer's landlord or the costs of acquiring private easements or access to serve Customer's premises. Seller may terminate this Agreement or terminate the Services for any location where Seller determines it is not economically feasible to proceed due to excess costs or difficulty in obtaining legal access. Seller reserves the right not to provide Service to locations owned by parties located outside of the United States. Customer reserves the right to reject the Agreement based on these additional charges.

6.3. Where Seller has equipment in place on a Customer's premises or Customer's end-user's premises, Customer shall allow Seller access to the premises to the extent reasonably determined by Seller for the installation, inspection and scheduled or emergency maintenance of any Seller equipment relating to the Service. Seller will use commercially reasonable efforts to notify Customer at least two (2) business days in advance of any

regularly scheduled maintenance that will require access to the premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning, cleanliness and security necessary to maintain the proper environment for Seller's equipment on the premises, as well as protection from damage to Seller's equipment from lightning power surges and any fraudulent use of Seller's equipment by Customer, its employees, agents, or contractors. In the event Customer fails to do so, Customer shall reimburse Seller for the actual and reasonable cost of repairing or replacing any Seller equipment damaged or destroyed as a result of Customer's failure. Customer will provide or assure a safe place to work and compliance with all Laws regarding the working conditions on the premises.

6.4. Scheduled Maintenance. Seller will conduct periodic maintenance of its equipment. Scheduled maintenance of Seller's network will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, Seller will exercise commercially reasonable efforts to (i) provide Customer with three (3) days prior written notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's services that may be caused by such scheduled maintenance, and (iii) perform such scheduled maintenance during the non-peak hours of 12:00 a.m. (midnight) until 6:00 a.m., Eastern Prevailing Time. Maintenance, tests and adjustments shall be completed within a reasonable time. No credit will be allowed under this Agreement for any Service interruptions involved during such maintenance, tests, or adjustments.

6.5. Emergency Maintenance. Seller 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. Seller will, in good faith, attempt to minimize any disruption to Customer's Service.

7. **Equipment.**

7.1. Seller Equipment. Except as otherwise agreed, title to all equipment utilized by Seller to deliver the Services shall remain with Seller. Seller will provide and maintain its equipment in good working order. Customer shall make necessary arrangements so that Seller and its designated contractors will have access to such space and equipment at reasonable times for installing, inspecting, testing, adjusting, maintaining, repairing, replacing, and removing equipment owned or operated by Seller or its designated contractors as Seller deems appropriate. Customer shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Seller equipment without the prior written consent of Seller. Seller's equipment shall not be used for any purpose other than that for which Seller provides the same. Customer shall not take any action that causes the imposition of any lien or encumbrance on the equipment. Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement) to allow Seller to remove the equipment from the premises: (i) after termination, expiration or cancellation of the term of any Service in connection with which the Seller's equipment was used; or (ii) for repair, replacement or otherwise as Seller may determine is necessary or desirable, but Seller will use reasonable efforts to minimize disruptions to the Service caused thereby.

7.2. Customer Provided Equipment. Seller may install certain Customer-provided communications equipment upon agreement with Customer. However, upon installation of Service for the Customer, Seller shall not be responsible for the operation or maintenance of any such Customer-provided communication equipment. Seller undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Customer-provided equipment used for access to or the exchange of traffic in connection with the Service. Customer, at Customer's expense, shall maintain all apparatus and equipment provided by or on behalf of it in a good and workmanlike manner. If Seller investigates a Service interruption which arises out of malfunction or improper use of Customer's equipment, Customer shall remit to Seller within fifteen (15) days of receipt of invoice Seller's reasonable costs incurred arising out of said investigation. Customer shall bear the risk of loss through theft or casualty of any facilities or equipment owned or controlled by it or its customers regardless of the location of said facilities or equipment. Promptly upon notice from Seller, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or reasonably may cause. Seller will cooperate with Customer in prosecuting a claim against the person or entity causing such damage. If Customer, its employees, agents, or contractors or Customer's end users causes damage to premises, circuits, facilities or equipment of a person or entity other than Seller, then Customer shall hold Seller harmless from any claim arising out of such damage.

7.3. Interference. Customer shall ensure that the characteristics and methods of operation of any circuits, facilities, or equipment provided by Customer or Customer's agents, or end users, and association thereof with circuits, facilities, or equipment used by Seller in providing Service or arranging for provision of any Off-Net Service, shall not interfere with or impair service over any such circuits, facilities and equipment of Seller, impair the privacy of any communications carried over Seller's circuits, facilities, or equipment; or create hazards to the contractors, agents, or employees of Seller or the public. If such characteristics or methods of operation are not in accordance with the foregoing provisions of this Section 7.3, Seller, where practicable, will notify Customer that temporary discontinuance of the use of Service or Off-Net Service may be required; however, where prior notice is impracticable, nothing contained in this Agreement shall be deemed to preclude Seller's immediate right to temporarily discontinue Customer's use of any or all Service(s). In case of any such temporary discontinuance, Customer will be notified as soon as reasonably practicable and, if reasonably practicable, given the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, no Service interruption shall be deemed to have occurred. Customer shall use reasonable efforts to install and bear the cost, if any, of such additional facilities or protective apparatuses which,

according to accepted telecommunications industry standards, reasonably are required to be installed because of the particular use or hazardous location of any Service provided by it. Seller shall not be responsible for providing or bearing the cost, if any, of facilities or protective apparatuses for Off-Net Service.

7.4. Within a reasonable time of its suspecting a fault with any Service and/or its equipment or that of the other party, Seller or Customer, as the case may be, shall take reasonable steps to determine if the suspected problem is within its own system, or, if it is suspected that such fault is on the system of the other party, use reasonable effort to notify that party as soon as reasonably possible. Both Seller and Customer agree to work in a cooperative effort to attempt to identify system fault.

8. Service Moves; Portability.

8.1. Customer agrees to provide sixty (60) days written advance notice to Seller if Customer desires to move existing Services to a different location(s). As Seller may not provide Service(s) in all locations, moving existing Service(s) may not be feasible. Under such circumstances, Customer's request will be treated as a post-installation termination of the affected Service(s) and charged Post-Installation Termination Fees which will be treated as Liquidated Damages as set out in Section 13.2.2 (Effect of Termination: Post-Installation). Where Seller is able to relocate the affected Services, Customer shall enter into an amended Service Order and may be subject to any special construction charges incurred, any Off-Net provider charges incurred associated with the terminated Service, and changes in recurring fees.

8.2. If Customer cancels all or a portion of a Service Order prior to the end of the Initial Term or any exercised Extension Term and Customer would otherwise be subject to a Default Termination Fee under Section 12.2 (Customer's Default), Customer may avoid such Termination Fee (provided that Customer shall always be liable for non-recurring Service Charges, Off-Net Service Charges and any other similar Service-specific Charges for the terminated Service) by substituting new Service for the cancelled Service. The consideration to Seller for the new Service may be no less than the cost of the canceled Service. Customer must order substitute Service within sixty (60) days after the date of Customer's notice canceling the existing Service. If Customer exercises this portability option, Customer will be liable for (i) all termination liability charges for non-recurring Service Charges, Off-Net Service Charges, and any other third party provided facilities that are impacted by the replacement of the Service; and (ii) all installation one-time charges due to Seller for replacement Services that have not been waived; and (iii) any one-time local access Service Charges and the new monthly recurring local access Service Charges for the replacement Service that are actually incurred by Seller. Exercise of this option is restricted as provided herein, is available for On-Net Service only, and is subject to availability.

8.3. TDM Services are not eligible for Service Moves/Portability as set out in this Section 8.

9. **Liability Limitation.** In addition to Seller, this Section 9.0 shall apply to (i) any Seller Affiliate or any of Seller's or a Seller Affiliate's owners, managers/directors, officers, employees, or contractors and (ii) any third-party network provider or other third-party service provider with respect to the Services and Off-Net Services. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTIES FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN SELLER'S RIGHT TO PAYMENT UNDER THIS AGREEMENT), SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT WILL SELLER'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF SELLER'S PROVISION OF SERVICES HEREUNDER EXCEED AN AMOUNT EQUAL TO THE PREVIOUS ONE MONTHS' CHARGES FOR THE SERVICES TO WHICH THE LIABILITY RELATES OR OTHERWISE ARISES OUT OF.

In no event will Seller be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the equipment by Customer or any third party gaining access to the equipment through Customer in violation of this Agreement. Customer shall reimburse Seller for any damages incurred as a result thereof.

Seller's inability or failure to deliver any ordered Service by the requested Service Date shall not be a Default under this Agreement, and Seller shall not be liable to Customer or any third party for any damages as a result of Seller's inability or failure to deliver any such Service.

In no event shall Seller be liable for any damage arising out of the fault of facilities or equipment furnished by Customer or its end users or Customer's or its end users' agents or contractors, or others acting on their behalf or for any act or omission of Customer in furnishing of its services to others or for libel or slander or actions based on the content of communications transmitted over the circuits or equipment provided under this Agreement.

Seller shall have no liability or responsibility for the content of any communications transmitted via the Service (except for content solely created by Seller). Seller provides applications utilizing Internet protocol. Seller does not operate or control the information, services of others, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against Seller relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

Notwithstanding any provision or inference to the contrary, in no event shall Seller be liable for delays in installation or restorations of any Off-net Service or out of mistakes, omissions, interruptions, errors or defects in transmission occurring as to Off-net Service.

Customer's EXCLUSIVE REMEDY for Seller's failure to provide the Services in accordance with this Agreement or applicable service level agreement shall be as service credits. Customer will have no other remedy nor will Seller have any other obligation or liability with respect to such failures. Any service credit paid to Customer shall not exceed the MRC stated in the Service Order for the affected Service. No credit allowances for Service interruptions shall be made for Service interruptions arising from or relating to: (i) any acts or omissions of an entity other than Seller, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Seller's services, system, network, equipment or facilities; (ii) Customer's noncompliance with this agreement; (iii) any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Seller equipment or facilities used in connection with the affected service); (v) any period in which Seller is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service interruption; (vi) any period in which Customer continues to use Service on an impaired basis or releases Service to Seller for maintenance purposes or for implementation of a Customer service order; or (vii) circumstances or causes beyond Seller's reasonable control as described in Section 16 (Force Majeure) below.

10. **Exclusion of Warranties.** Seller makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, title, noninfringement, completeness or fitness for any purpose of any Service or Off-Net Service or as to any matter, all of which warranties by Seller hereby are excluded and disclaimed. The Services are provided on an "as is" and "as available" basis. No advice or information given by Seller or its agents shall create a warranty. Seller does not warrant that the Services will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful software components.

11. Indemnification.

11.1. Customer agree to indemnify, defend and hold harmless Seller from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorney's fees and the expense of litigation, administrative proceedings or arbitration proceedings) resulting in whole or in part from claims by any third party that personal injury, tangible personal or real property damage, or death, arise out of the following: (i) the negligent or willful misconduct, act or omission of Customer or any of its agents, servants, employees, officers, directors, contractors, subcontractors, or representatives; or (ii) the breach of, or failure to comply with, any term or condition of this Agreement by Customer or any of its agents, servants, employees, contractors, representatives, officers, directors, or subcontractors or (iii) proceedings to recover taxes, fines or penalties for failure of Customer to obtain or to maintain in effect any necessary approvals to acquire, use, operate, or maintain its system under applicable Law; (iv) claims arising out of actions for infringement of copyright or other proprietary right infringement; or (v) claims (including claims by governmental entities seeking to impose penal sanctions) arising out of libel and slander actions based on the content of communications transmitted over the circuits or equipment provided under this Agreement.

11.2. **Indemnification Procedures.** With respect to third-party claims, the following procedures shall apply:

11.2.1. Promptly after receipt by any entity entitled to indemnification under this Section 11 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 provide the indemnitee with a Notice of Election.

11.2.2. 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.

11.2.3. 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.

12. Events of Default.

12.1. 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 credit 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.

12.2. Customer's Default. If Customer is in Default, Seller may, in addition to any other remedies it has under this Agreement or Law: (i) suspend its performance under this Agreement or any or all Service Orders without notice until Customer has remedied all breaches of this Agreement and paid in full all Service Charges then due, including, without limitation, any applicable interest charges; (ii) condition provision of Service and/or arrangement of provision of Off-Net Service or acceptance of any Service Order on Customer's assurance of payment and compliance with this Agreement, which may be in the form of a deposit or prepayment or such other means as Seller reasonably requires; or (iii) terminate this Agreement and/or any Service effective immediately and without any further notice; provided, that Customer's duty to pay all Service Charges due and owing at the time of termination and any Termination Fees shall survive such termination. Unless provided otherwise in the Service Order, the Termination Fee shall be equal to 100% of the remaining monthly recurring Service Charges, installation and nonrecurring costs and usage fees that otherwise would have been payable for the Service terminated for the unexpired portion of said Term. The Termination Fees shall be construed as liquidated damages and not as penalties, it being agreed that Seller's actual damages in the event of such termination would be impossible to ascertain and such amount is a reasonable estimate of such damages. All Termination Fees shall be promptly paid as a lump sum at the time of termination.

12.3. Seller's Default. If Seller is in Default, Customer may, in addition to any other remedies it has under the Agreement or Law, terminate this Agreement and/or any applicable Service effective on written notice to Seller, provided that Customer pays all amounts due and owing at the time of the termination.

12.4. Chronic Trouble. A Service is considered to have Chronic Trouble if it experiences; (i) three (3) or more Service Outages of 6 hours or more in any thirty (30) consecutive day period, or (ii) five (5) or more Service Outages of 6 hours or more in any six (6) month period. Customer shall have the right to terminate a Service with Chronic Trouble without penalty or further liability to Seller provided that written notice of termination is provided to Seller. If Customer does not exercise its termination right within thirty (30) days of the accrual of such right, such right shall lapse with respect to that instance of Chronic Trouble and the number of Service Outages shall be reset to zero for the purpose of this paragraph.

13. Effect of Termination.

13.1. Seller's Termination: Seller may terminate this Agreement and/or any applicable Service Order(s) effective immediately, if Seller does not maintain or loses any required regulatory, governmental or other certificates, permits, licenses or other authority to provide the Service or arrange for the provision of Off-Net Service. Under such circumstances, Customer shall not be liable for the Termination Fee related to the affected Services terminated.

13.2. Customer Termination:

13.2.1. Pre-Installation: If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Seller a Pre-Installation Termination Fee equal to three months of Monthly Recurring Charges (MRCs) and 100% of all costs paid to other third-party providers. Customer agrees that the Pre-Installation Termination Fee is a reasonable assessment of the costs and fees incurred by Seller to prepare services for installation. The Pre-Installation Termination Fee established in this Section 13.2.1 is in lieu of the charges set forth in Section 13.2.2 below for post-installation terminations.

13.2.2. Post-Installation: CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR EXTENSION TERM. IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR EXTENSION TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO SELLER AS LIQUIDATED DAMAGES, AND NOT A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MONTHLY RECURRING CHARGES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN CURRENT TERM OR EXTENSION. In addition to the Post-Installation Termination Fee set forth above, Customer agrees to pay Seller any special construction charges incurred and any Off-Net provider charges incurred associated with the terminated Service.

13.3. Either Seller or Customer may terminate TDM Services at any time after giving the other party 60 days prior written notice. If Seller terminates, Customer will not be liable for any Termination Fees. If Customer terminates, Customer will not be liable for any Termination Fees if Segra's underlying term obligations for Off-Net Services have been fulfilled.

14. Attorneys' Fees. If suit is brought by either party to enforce this Agreement including, without limitation, to collect any moneys due under this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

15. 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.

16. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to an event of Force Majeure. 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. However, Customer will not be obligated to pay for the Services not provided during periods of Force Majeure, and either party may terminate without penalty an affected Services upon notice to the other if a Force Majeure Event continues uninterrupted for a period of sixty (60) days or longer. Unless waived by the Off-Net Service Provider, Customer shall be liable for any Off-Net Service termination fees that may be applicable.

17. No License. No license, under patents or otherwise, is granted by Seller to Customer or shall be implied or arise by estoppel in Customer's favor with respect to any circuit, apparatus, system or method used by Seller in connection with any Service or Off-Net Service. No license, under patents or otherwise, is granted by Customer to Seller or shall be implied or arise by estoppel in Seller's favor with respect to any circuit, apparatus, system or method used by Customer in connection with this Agreement.

18. 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. Seller does not undertake to transmit messages or offer any telecommunications services to end users under this Agreement.

19. No Third-Party Benefits. Seller and Customer intend and agree that no person or entity other than the parties to this Agreement is or shall be entitled to bring any action to enforce any provision of this Agreement; and that the covenants, undertakings, and agreements contained herein shall be solely for the benefit of, and shall be enforceable only by, the parties or their respective successors and permitted assigns.

20. Dispute Resolution. In the event any dispute arises between the parties under this Agreement, the party seeking resolution of the dispute must submit written notice to the other describing the dispute and such party's desire to resolve the dispute in accordance with the provisions of this Section 20. If the parties are then unable to resolve such dispute in the normal course of business within fifteen (15) days after delivery of the written notice as provided herein, each of the parties shall appoint, within five (5) days thereafter, a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one party to the other party shall be honored. If the parties are unable to resolve issues related to the dispute within forty-five (45) days after the parties' appointment of the designated representatives, then either party may pursue any of its legal and/or equitable remedies.

21. Acceptable Use Policy. Customer's use of the Service shall comply with Seller's Acceptable Use Policy and Privacy Policy, which may be amended from time to time. Seller will notify Customer of complaints received by Seller regarding each incident of alleged violation of Seller's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer shall promptly investigate all such complaints and take all necessary actions to remedy any violations. Seller may advise the complainant that Customer, its end-user or a third party that gained access to the Service through Customer and provide complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications. Serious violations of Seller's or other Off-net Service providers' Acceptable Use Policy may result in interruption or termination of service.

22. Data Protection. During the performance of this Agreement, it may be necessary for Seller to transfer, process, and store billing and utilization data and other data necessary for Seller's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing, and storing of such data may be to or from the United States. Customer hereby consents that Seller may (i) transfer, store, and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by Law. Seller herewith agrees that this data will not be disclosed to third parties without the knowledge and consent of Customer.

23. Confidentiality.

23.1. The parties agree that proprietary and/or confidential information ("Confidential Information") is defined as: (a) information in written, electronic or other tangible form that is clearly marked or labeled "Proprietary" or "Confidential" or words of similar import; or (b) information orally disclosed that the disclosing party specifically identifies as confidential at the time of disclosure, or thereafter confirms through written documentation provided within thirty (30) days of disclosure to be proprietary and/or confidential.

23.2. In the course of performance hereunder, the parties may have access to certain information, the ownership and confidential status of which is highly important to the other party. Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances or by any means, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all commercially reasonable steps necessary to maintain such confidentiality to the same extent it protects its own Confidential Information.

23.3. Notwithstanding, information is not Confidential Information if it:

23.3.1. is or becomes publicly available through no fault or breach of this Agreement by either of the parties;

23.3.2. is intentionally released in writing to the general public by the party disclosing the information;

23.3.3. is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement;

23.3.4. is previously known or developed by the receiving party independently of the disclosing party; or

23.3.5. must be disclosed pursuant to or as required by law, provided that sufficient notice is given to the disclosing party of any such requirement or request to permit the disclosing party to seek an appropriate protective order or exemption from such requirement or request, unless such notice is prohibited by said order. The above exceptions shall be narrowly construed and shall not be interpreted by the receiving party as justification for disregarding the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exception, or otherwise, or because the Confidential Information is implied by but not specifically disclosed in information falling within the exception.

23.4. The provisions of this Section will survive the termination of the Services and any Service Order(s) issued hereunder.

24. **Assignment.** Except as otherwise provided herein, neither party may delegate, assign, or otherwise transfer any or all of its rights or duties pursuant to this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld, provided, however, that Seller may assign or transfer this Agreement and any Service Orders to an affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of Customer.

25. **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.

26. **Order of Precedence.** In the event of any ambiguity and/or inconsistency between this Agreement and any Law covering any Services provided under this Agreement, the following descending order of precedence will control: (i) said Law; (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 this Agreement, unless the Service Order expressly modifies such sections and such alterations and amendments are countersigned by authorized signatories of the parties.

27. **Notices.** Except as otherwise required herein, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Seller or Customer to the other pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, transmitted by hand delivery, or delivered by a national overnight delivery service, and addressed as set out on the Cover Sheet.

27.1. From time to time, Seller and Customer each may designate by notice in writing any new address to which any notice, demand, request, or other communication to it thereafter shall be given, served, or sent. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after posting if sent by U.S. Postal Service.

27.2. Customer shall provide a copy to Seller - Attn: Mr. Michael D. Baldwin, VP-Business & Legal Affairs or Attn: Mr. Steve Hamula, Director of Regulatory Affairs, of any notice requesting indemnification, damages or termination, or alleging default or force majeure or any other non-routine matter.

28. **Authority, Interpretation, Severability and Survival.** Except as otherwise provided for in this Agreement, Service provided by Seller set forth in each Service Order attached hereto is severable, and upon termination of any individual Service with respect to any Service Order, other Services 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. Each party warrants and

represents that the signatories to this Agreement have full authority to enter into, sign and perform this Agreement on its behalf. This Agreement shall be interpreted to give effect to its fair meaning unless otherwise provided and shall be construed as though it were prepared by Seller and Customer. Section headings in this Agreement are for convenience of reference only and shall not be used in the interpretation of this Agreement. If any part or any provision of this Agreement other than Section 4.0 (Charges and Fees) above 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 shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement. Seller and Customer agree to use reasonable efforts to negotiate with respect to any such invalid or unenforceable part or provision to attempt to render such part or provision valid and enforceable. If Section 4.0 (Charges and Fees) above shall be invalid or unenforceable under applicable Law, then this Agreement may be terminated by Seller on notice to Customer. Notwithstanding any provision or inference to the contrary, the indemnification and hold harmless provisions contained in, and any monetary sums owed under this Agreement shall survive the termination of this Agreement.

29. **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 Two Million Dollars (\$2,000,000.00) each occurrence. A party shall provide a Certificate of Insurance for such insurance to the other party upon request.

30. **Governing Law.** For Services performed in states south of the Virginia-North Carolina border, (i.e. GA, NC and SC) this Agreement shall be construed and enforced in accordance with, and the validity and performance of this Agreement shall be governed by, the laws of the State of South Carolina without regard to its choice of laws rules. For Services performed in all other states, this Agreement shall be construed and enforced in accordance with, and the validity and performance of this Agreement shall be governed by, the law of the Commonwealth of Virginia without regard to its choice of laws rules.

31. **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.

32. **Entire Agreement.** This Agreement (including its exhibits) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement; and it supersedes all prior oral and written agreements, commitments, and understandings with respect to said subject matter.

33. **Execution.** To facilitate execution, this Agreement may be executed using electronic signatures, electronic copies, or in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, a party, or that the signatures of all persons required to bind a party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, a party, or that the signatures of the persons required to bind a party, appear on one or more of the counterparts. All counterparts collectively shall constitute a single agreement. It shall be unnecessary in making proof of this Agreement to produce or account for more than one counterpart containing the respective signatures of, or on behalf of, the parties.

34. **Documents Incorporated by Reference.** This Agreement may be subject to and incorporate certain product-specific terms and conditions applicable to the Services sold under this Agreement. Found at www.segra.com/legal/.



Segra's References



Segra's References

Virginia Military Institute

Colonel Wes Robinson, Director of Information Technology
338 Nichols Engineering, Lexington, Virginia 24450-0304
540-464-7341 Office
Robinsonwl@vmi.edu

Liberty University

John Dalton Director of IT Services
1971 University Blvd, Lynchburg, VA 24515
+1 (434) 441-1916
Jjdalton@liberty.edu.

Christopher Newport University

Brian Forman, Assistant Director of Infrastructure
1 Avenue of the Arts, Newport News, Virginia 23606
(757) 594-7000
brian@cnu.edu

Norfolk State University

Faye Monroe-Davis, Chief Information Officer
700 Park Ave, Norfolk, Virginia 23504
(757) 823-8600
sfmonroe-davis@nsu.edu

College of William and Mary

Clarke Morledge, IT Infrastructure
200 Ukrop Way, Williamsburg, Virginia 23185
(757) 221-1536
chmorl@wm.edu



Segra's International Agency Rates



International Outbound Rates

SURCHARGE FOR INTERNATIONAL ASSISTED CALLS

\$ -

No surcharge applies for direct dialed calls.

The Cellular Rate refers to any call terminating on an international cellular telephone.

Country	Country Code	Landline Rates	Cellular Rates
AFGANISTAN	93	\$0.4925	\$0.4925
ALBANIA	355	\$0.1582	\$0.1789
ALGERIA	213	\$0.1582	\$0.1582
AMERICAN SOMOA	684	\$0.1156	\$0.1156
ANARTICA/Casey	672	\$0.4843	\$0.4843
ANDORRA	376	\$0.0633	\$0.2229
ANGOLA	244	\$0.2666	\$0.2765
ANGUILLA	264	\$0.2077	\$0.2077
ANTARTICA/SCT	672	\$0.2697	\$0.2697
ANTIGUA	268	\$0.1761	\$0.1761
ARGENTINA	54	\$0.0468	\$0.2380
ARMENIA	374	\$0.1967	\$0.3577
ARUBA	297	\$0.1498	\$0.1498
ASCENSION ISLE	247	\$0.7347	\$0.7347
AUSTRALIA	61	\$0.0358	\$0.2229
AUSTRALIA TERRITORY	672	\$2.7171	\$2.7171
AUSTRIA	43	\$0.0440	\$0.2559
AZERBAIJAN	994	\$0.1692	\$0.1995
B. VIRGIN ISLAND	284	\$0.2325	\$0.2325
BAHAMAS	242	\$0.1073	\$0.1073
BAHRAIN	973	\$0.2229	\$0.2229
BANGLADESH	88	\$0.2215	\$0.2243
BARBADOS	246	\$0.1706	\$0.1706
BELARUS	375	\$0.2545	\$0.2710
BELGIUM	320	\$0.0316	\$0.2917
BELIZE	501	\$0.3261	\$0.3261
BENIN	229	\$0.1775	\$0.1802
BERMUDA	441	\$0.0963	\$0.0963
BHUTAN	975	\$0.2518	\$0.2518
BOLIVIA	591	\$0.1431	\$0.1651
BOSNIA-HERZ	387	\$0.2683	\$0.2669
BOTSWANA	267	\$0.1844	\$0.1844
BURKINA FASSO	226	\$0.1926	\$0.1926
BRAZIL	55	\$0.0770	\$0.2077
BRUNEI	673	\$0.0880	\$0.0880
BULGARIA	359	\$0.0894	\$0.2504



BURMA (MYANMAR)	95	\$0.3935	\$0.3935
BURUNDI	257	\$0.1541	\$0.1541
CAMBODIA	855	\$0.2917	\$0.2917
CAMEROON	237	\$0.3109	\$0.2697
CANARY IS (Spain)	34	\$1.6853	\$1.6853
CAPE VERDE ISL	238	\$0.3302	\$0.3302
CAYMAN ISLE	345	\$0.1197	\$0.1197
CEN. AFR REP	236	\$0.1995	\$0.2490
CHAD	235	\$0.3178	\$0.3178
CHILE	56	\$0.0385	\$0.2559
CHINA	86	\$0.0275	\$0.0413
CHRISTMAS	672	\$0.4251	\$0.4251
COCOS Island	672	\$0.5572	\$0.5572
COLOMBIA	57	\$0.0963	\$0.0963
COMOROS	269	\$0.2395	\$0.4086
CONGO	242	\$0.1568	\$0.1568
COOK ISLE	682	\$4.4093	\$4.4093
COSTA RICA	506	\$0.0949	\$0.1321
CROATIA	385	\$0.0770	\$0.2243
CUBA	53	\$1.2464	\$1.2464
CYPRUS	357	\$0.0936	\$0.1472
CZECH REP	42	\$0.0454	\$0.2091
DENMARK	45	\$0.0358	\$0.2256
DIEGO GARCIA	246	\$2.5135	\$2.5135
DJIBOUTI	253	\$0.3384	\$0.3384
DOMINICA	767	\$0.1568	\$0.1568
DOMINICAN REP	809	\$0.0963	\$0.1954
ECUADOR	593	\$0.1981	\$0.1610
EGYPT	20	\$0.2848	\$0.2697
EL SALVADOR	503	\$0.1224	\$0.1527
EQUI GUINEA	240	\$0.3040	\$0.3040
ERITREA	291	\$0.4127	\$0.4127
ESTONIA	372	\$0.0482	\$0.3137
ETHIOPIA	251	\$0.4375	\$0.5892
FAEROE ISL	298	\$0.1954	\$0.6617
FALKLAND ISL	500	\$1.3042	\$1.3042
FIJI ISLES	679	\$0.3192	\$0.3192
FINLAND	358	\$0.0454	\$0.2325
FR ANTILLES Martinique	596	\$0.2600	\$0.2600
FR GUIANA	594	\$0.2077	\$0.2394
FR POLYNISIA	689	\$0.2917	\$0.2917
FRANCE	33	\$0.0537	\$0.2229
GABON	241	\$0.1789	\$0.2229
GAMBIA	220	\$0.2834	\$0.2834
GEORGIA	995	\$0.1032	\$0.1761
GERMANY	49	\$0.0482	\$0.2724
GHANA	233	\$0.1321	\$0.1321
GIBRALTAR	350	\$0.0991	\$0.1954



GILBERT IS	686	\$1.5161	\$1.5161
GRANDTURK TC	809	\$1.1075	\$1.1075
GREECE	30	\$0.0523	\$0.3343
GREENLAND	299	\$0.6755	\$0.6494
GRENADA	473	\$0.1995	\$0.1926
GUADELOUPE	590	\$0.1390	\$0.2408
GUAM	671	\$0.0901	\$0.0901
GUANTANAMO BAY	539	\$1.2533	\$1.2533
GUATEMALA	502	\$0.1651	\$0.1816
GUINEA	224	\$0.1582	\$0.1582
GUINEA BISSAU	245	\$0.7525	\$0.7525
GUYANA	592	\$0.3261	\$0.3261
HAITI	509	\$0.1871	\$0.3219
HONDURAS	504	\$0.3577	\$0.3227
HONG KONG	852	\$0.0289	\$0.0289
HUNGARY	36	\$0.0674	\$0.2394
ICELAND	354	\$0.0537	\$0.2518
INDIA	91	\$0.2298	\$0.1706
INDONESIA	62	\$0.0991	\$0.1857
INMARSAT (AOR)	871	\$6.0837	\$6.0837
INMARSAT (IOR)	873	\$6.0837	\$6.0837
INMARSAT (POR)	872	\$6.0837	\$6.0837
INMARSAT (ATW)	874	\$6.0837	\$6.0837
IRAN	98	\$0.2174	\$0.2386
IRAQ	964	\$0.6590	\$0.6590
IRELAND	353	\$0.0275	\$0.2077
ISRAEL	972	\$0.0633	\$0.1266
ITALY	39	\$0.0358	\$0.2985
IVORY COAST	225	\$0.2132	\$0.2366
JAMAICA	876	\$0.1101	\$0.1899
JAPAN	81	\$0.0385	\$0.2050
JORDAN	962	\$0.1885	\$0.3068
KAZAKHSTAN	732	\$0.1857	\$0.1926
KENYA	254	\$0.2820	\$0.5517
KIRIBATI	686	\$0.6604	\$0.6906
KOREA (NORTH)	850	\$0.5599	\$0.5599
KOREA (SOUTH)	82	\$0.0619	\$0.1018
KUWAIT	965	\$0.1376	\$0.1789
KYRGYZSTAN	996	\$0.1582	\$0.1582
LAOS	856	\$0.1651	\$0.2077
LATVIA	371	\$0.1733	\$0.2586
LEBANON	961	\$0.1348	\$0.2518
LESOTHO	266	\$0.1293	\$0.1293
LIBERIA	231	\$0.1651	\$0.1651
LIBYA	218	\$0.1582	\$0.1582
LIECHTENSTEIN	423	\$0.0537	\$0.1211
LITHUANIA	370	\$0.1348	\$0.1857
LUXEMBOURG	352	\$0.0468	\$0.2408



MACAO	853	\$0.0880	\$0.0880
MACEDONIA	389	\$0.2669	\$0.3192
MADAGASCAR	261	\$0.3040	\$0.3040
MALAWI	265	\$0.0880	\$0.0880
MALAYSIA	60	\$0.0454	\$0.0660
MALDIVES	960	\$0.4361	\$0.4361
MALI	223	\$0.2834	\$0.2834
MALTA REP	356	\$0.1678	\$0.2559
MARSHALL ISLE	692	\$0.5269	\$0.5269
MAURITANIA	222	\$0.3054	\$0.3054
MAURITIUS	230	\$0.2834	\$0.2834
MAYOTTE ISLE	269	\$0.3261	\$0.3261
MICRONESIA	691	\$0.7195	\$0.7195
MOLDOVA	373	\$0.1142	\$0.1224
MONACO	377	\$0.2738	\$0.2738
MONGOLIA	976	\$0.1885	\$0.1885
MONTSERRAT	664	\$0.1981	\$0.1981
MOROCCO	212	\$0.2641	\$0.3123
MOZAMBIQUE	258	\$0.1720	\$0.1720
NAHODKA	7(42366)	\$0.1508	\$0.1508
NAMBIA	264	\$0.1362	\$0.1802
NAURU	674	\$2.8134	\$2.8134
NEPAL	977	\$0.3852	\$0.8323
NETH ANTILLES	599	\$0.1500	\$0.2064
NETHERLANDS	31	\$0.0399	\$0.3219
NEVIS	869	\$0.8145	\$0.8145
NEW CALEDONIA	687	\$0.3467	\$0.3467
NEW ZEALAND	64	\$0.0358	\$0.3040
NICARAGUA	505	\$0.2077	\$0.2077
NIGER	227	\$0.1789	\$0.1789
NIGERIA	234	\$0.1789	\$0.3027
NIUE ISLAND	683	\$5.7989	\$5.7989
NORFOLK IS	672	\$2.7171	\$2.7171
NORWAY	47	\$0.0246	\$0.2064
OMAN	968	\$0.2834	\$0.3185
PAKISTAN	92	\$0.2917	\$0.2917
PALAU	680	\$0.4265	\$0.4265
Palestinian Authority	970	\$0.0762	\$0.1919
PANAMA	507	\$0.1348	\$0.2036
PAPUA N. GUINEA	675	\$0.5090	\$0.5090
PARAGUAY	595	\$0.2146	\$0.2683
PERU	51	\$0.1156	\$0.2889
PHILIPPINES	63	\$0.1830	\$0.2531
POLAND	48	\$0.0550	\$0.3151
PORTUGAL	351	\$0.0426	\$0.2875
QATAR	974	\$0.3467	\$0.3687
REUNION ISLE	262	\$0.4279	\$0.4279
ROMANIA	40	\$0.1114	\$0.2848



RUSSIA	7	\$0.0757	\$0.0757
RWANDA	250	\$0.1211	\$0.2091
SAIPAN	670	\$1.5340	\$1.5340
SAKHALIN	7(4242)	\$0.1508	\$0.1508
SAN MARINO	378	\$0.0633	\$0.0633
SAO TOME	239	\$1.2217	\$1.2217
SAUDI ARABIA	966	\$0.2573	\$0.2573
SENEGAL	221	\$0.2201	\$0.2201
SERBIA	381	\$0.1535	\$0.1535
SEYCHELLES ISLE	248	\$0.2972	\$0.2972
SIERRA LEONE	232	\$0.4609	\$0.4609
SINGAPORE	65	\$0.0413	\$0.0413
SLOVAKIA	427	\$0.0963	\$0.2435
SLOVENIA	386	\$0.0784	\$0.2394
SOLOMON ISLE	677	\$4.4286	\$4.4286
SOMALIA	252	\$0.7924	\$0.7924
SOUTH AFRICA	27	\$0.0991	\$0.2848
SPAIN	34	\$0.0261	\$0.2641
SRI LANKA	94	\$0.2394	\$0.2394
ST HELENA	290	\$1.4377	\$1.4377
ST KITTS	869	\$0.1926	\$0.1926
ST LUCIA	758	\$0.1981	\$0.2573
ST PIERRE	508	\$0.2243	\$0.2243
ST VINCENT	784	\$0.2050	\$0.2353
SUDAN	249	\$0.2875	\$0.2875
SURINAME	597	\$0.3329	\$0.3329
SWAZILAND	268	\$0.1293	\$0.1582
SWEDEN	46	\$0.0261	\$0.2421
SWITZERLAND	41	\$0.0261	\$0.3329
SYRIA	963	\$0.4017	\$0.4017
TAIWAN	886	\$0.0371	\$0.1101
TAJIKISTAN	992	\$0.1857	\$0.1857
TANZANIA	255	\$0.3040	\$0.3040
THAILAND	66	\$0.1376	\$0.1376
TOGO	228	\$0.2518	\$0.2518
TOKELAU	690	\$2.8134	\$2.8134
TONGA	676	\$0.5627	\$0.5627
TRINIDAD	868	\$0.1637	\$0.1637
TUNISIA	216	\$0.2545	\$0.2545
TURKEY	90	\$0.1610	\$0.2559
TURKMENISTAN	993	\$0.2380	\$0.2380
TURKS/CAICOS	649	\$0.2504	\$0.2504
TUVALU	688	\$2.3594	\$2.3594
UGANDA	256	\$0.1637	\$0.1637
UKRAINE	380	\$0.1417	\$0.1417
UNITED A. E.	971	\$0.3893	\$0.3893
UNITED KINGDOM	44	\$0.0213	\$0.1789
URUGUAY	598	\$0.1321	\$0.2243



UZBEKISTAN	998	\$0.1445	\$0.1445
VANUATU	678	\$2.7859	\$2.7859
VATICAN CITY	379	\$0.0599	\$0.0599
VENEZUELA	58	\$0.0908	\$0.2820
VIETNAM	84	\$0.3770	\$0.3838
WALLIS/FUT	681	\$3.7077	\$3.7077
WEST SOMOA	685	\$0.3426	\$0.3426
YEMEN	967	\$0.2752	\$0.3494
YUGOSLAVIA/SERBIA	381	\$0.1348	\$0.3054
ZAIRE	243	\$0.3990	\$0.3990
ZAMBIA	260	\$0.1128	\$0.1128
ZANZIBAR (Tanzania)	255	\$0.7723	\$0.7723
ZIMBABWE	263	\$0.1114	\$0.1114

International Networks	882	\$2.7171	\$2.7171
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Mexico	1	\$0.1169	\$0.1169
Mexico	2	\$0.1169	\$0.1169
Mexico	3	\$0.1169	\$0.1169
Mexico	4	\$0.1169	\$0.1169
Mexico	5	\$0.1169	\$0.1169
Mexico	6	\$0.1169	\$0.1169
Mexico	7	\$0.1169	\$0.1169
Mexico	8	\$0.1169	\$0.1169

Canada

Manitoba	204	\$0.0248	\$0.0248
British Columbia	250	\$0.0248	\$0.0248
Saskatchewan	306	\$0.0248	\$0.0248
Alberta	403	\$0.0248	\$0.0248
Ontario	416	\$0.0248	\$0.0248
Quebec	418	\$0.0248	\$0.0248
Quebec	450	\$0.0248	\$0.0248
New Brunswick	506	\$0.0248	\$0.0248
Quebec	514	\$0.0248	\$0.0248
Ontario	519	\$0.0248	\$0.0248
British Columbia	604	\$0.0248	\$0.0248
Ontario	613	\$0.0248	\$0.0248
Ontario	705	\$0.0248	\$0.0248
Newfoundland	709	\$0.0248	\$0.0248
Newfoundland	780	\$0.0248	\$0.0248
Ontario	807	\$0.0248	\$0.0248
Quebec	819	\$0.0248	\$0.0248
Nova Scotia	902	\$0.0248	\$0.0248
Ontario	905	\$0.0248	\$0.0248



Segra's Product and Services Information

We believe service doesn't end with sales.

Once you sign the proposal, that's when our customer service really kicks in. In fact, we've re-engineered our entire company operations to put you – our customer – at the very center of what we do. We listen, we show respect, and we make every conversation count.

IMPLEMENTATION



Guide to Successful Implementation

Thank you for doing business with Segra. Here is a simple guide to ensure your service installation is smooth and successful. You are one of the four key players involved in ensuring successful implementation of your Segra services.

The other key players are:

- Your Segra Project Coordinator
- The vendors who maintain your telephone system and computer network
- Segra Network Partners

The following steps must be completed before we can enter your order and provide you with a due date:

1. Segra must have complete and accurate information for your order to be entered into our systems.
2. Based on the services ordered, a Segra Engineer may call you (and, if applicable your phone/data equipment vendor) to collect the technical specifications and physical site requirements to support the services ordered. Please be ready to provide the information to the Segra Engineer and ensure it is complete and accurate.

* Delays in obtaining complete and accurate information may delay the delivery of your service.

Once we have received your information, your Project Coordinator will work with you throughout the service delivery process. Following these steps your P.C. will:

1. Contact you to discuss a Target Due Date for the activation of your service.
2. Provide you with a Firm Order Commitment (FOC).
3. Contact you to finalize the date your services will be installed.
4. Before your scheduled installation date, you will be contacted to ensure you are prepared for the delivery of your service.
5. The following items must be available prior to your service delivery date:
 - a. Please make sure your installation site has adequate space and power.
 - b. Provide building access to your premises for Segra or our network partner to install your services.
 - c. A cable run may be required from the Segra router (if applicable) to your network hub. If so, please ensure that this is provided and that your computers are networked.
 - d. Please ensure you or your vendors are available on your service delivery date to perform testing with Segra.

Delays in the items above may result in additional charges and could delay your service delivery date. Your Project Coordinator will interact with all key players to make your service delivery date a success.

THANK YOU FOR CHOOSING SEGRA!

Implementation Specifics

Once an Agreement is in place, an external kickoff call will be completed by the account team, customer and project team to discuss services purchased. The agenda will include face-to-face introductions to key contacts of the Project Management team and a review of the below project outline that spells out the process from contract execution to post-cut follow ups.

1. Data Gathering Stage

- a. Pull Customer Service Record
 - i. Acquire Customer Service Record from current LEC, compile number inventory and identify respective location BTN, 1FB Copper Lines, Toll-Free Routing/Ring-To, etc.
- b. Vendor Contact Info and Introductions
 - i. Gather voice and data vendor contact info / POC for each customer premise
 - ii. Voice Configuration – PRI Protocol / DNIS digits / Channel Type / Digits Out=Pulsed / Caller ID and CNAM Control
 - iii. Data Configuration – MPLS WAN and LAN topology and addressing / Firewall Configuration and policies/DHCP requirements / LAN Servers requiring Public IP Addressing / DNS / etc.
- c. WAN mapping and design – meeting or conference call with Segra Engineer(s) to review Segra Network Design and establish Network Drawing for Implementation
- d. Billing/Account Set-Up – Account Executive and Customer review Group Billing Form, Customer Proprietary Network Information Authorized Contact(s) Form, Billing Address and Contact, etc.

2. Submit Service Order Change

- a. Credit Approval – Submitted and Approved by Segra Accounting Chair, Luci Mackie
- b. Group Billing / Account Detail – per customer specifics and paperwork, list sub-account titles and address(s)
- c. Customer Premise Site Survey – Segra Engineer or Local Market Install Technician to visit each site to confirm rackspace/backboard availability, document DEMARC extensions needed for service, confirm A/C power availability
- d. Initiate Service Orders – Account Executive and Sales Engineer to submit voice and data orders to Segra Order Entry team, key SO#s within Work Flow System
- e. Project Assignment and Contact

3. Status Updates & Milestones - What to Expect

- a. Bi-weekly status calls with Project Coordinator – Beginning 15 Days after submittal of final Service Orders (estimated 30 business days after contract award)
- b. Customer Project Package – working document with a compiled list of Service Orders, Dependencies, FOC, Contacts, Scope of Work and Milestone Dates
- c. Milestones – Reviewed via status calls / conference bridge including Firm Order Confirmation (FOC) and updates on circuit construction, DOT and City/County Permits (relevant to fiber or ethernet circuits), Copper 1FB FOC, Port Order FOC (from current LEC)

Implementation Specifics

4. Pre-Conversion Stage

- a. Circuit Delivery by Segra or LEC (fiber and copper circuits) – day of week and window of time provided by Segra, requiring only access to customer DEMARC
- b. Test and Turn-Up of Circuit – Segra or LEC confirms delivery of circuit/transport, tests circuit for MINIMUM of 48-72 hours to prove reliability, transport speed, build into MPLS core routing
- c. Pre-Install of Segra Equipment – Scheduled per customer availability, local Segra to each market/SCLS location to pre-install Segra voice CPE, MPLS router, locate new 1FB copper lines. This stage is NON-service affecting.

5. Conversion

- a. Local Segra tech(s) assigned to each location with assignment from applicable customer contact and/or Voice/Data Vendors
- b. Phased Cut Approach versus Single Cut Approach
 - * Segra Project Management team and Customer / Customer Vendors will discuss and agree upon best practice for implementation of Voice / Data transitions and scheduling (i.e. cut MPLS network all sites one day, followed by voice cut the next day OR phased site-by-site implementation)
 - **Estimated installation window is 90-120 calendar days from receipt of contract\award, can be adjusted/expedited per customer request

6. Post-Conversion Stage

- a. Account Executive to schedule meeting with customer primary contact and customer primary billing contact to review first Segra invoice cycle, confirm accuracy and invoice delivery method is satisfactory (i.e. PO Box, Via Email - PDF)
- b. Account Executive to provide customer with hard copy of Segra escalation list for following departments: Customer Care and Order Entry, Billing Operations, Network Operations Center)

STRATEGIC ACCOUNT TEAM MEMBERS

LeeAnn Brooks	GOVERNMENT ACCOUNT EXECUTIVE I	(540) 241-1900 LeeAnn.Brooks@segra.com
David Jones	SR. SALES ENGINEER - GOVERNMENT	(724) 216-9003 David.Jones@segra.com
Nathaniel Delanoy	SALES ENGINEER MANAGER - SME	(704) 206-1304 Nathaniel.Delanoy@segra.com
Michael Brisson	STRATEGIC ACCOUNT SPECIALIST	(757) 274-2904 Michael.Brisson@segra.com
Gary Crocco	DIRECTOR - GOVERNMENT SALES	(804) 874-4105 Gary.Crocco@segra.com
Martie Willaby	VP - Carrier And Mid Atlantic Enterprise Sales	(803) 726-8170 Martie.Willaby@segra.com

Ready to maximize your potential?

Communications is the lifeline of all businesses and organizations today. We're here to help you manage your challenges and capitalize on your opportunities.



PROPOSAL

Segra Escalation Contacts and Contact Information

Customer Service is a key element to all successful companies. Segra is no exception. As we continue to grow, Segra's ability to differentiate its products and services by our customer service is absolutely critical. It is with this focus that we created Segra's Customer Solution Center (CSC).

The CSC is Segra's tier one customer support group responsible for handling and triaging all incoming requests. The solution center is intended to be the first stop to solve our customer's issues with just one call. The CSC is supported by the CNOC, NOC and Billing operations to handle all troubles that require escalation or tier two support.

Our CSC is here to actively listen to your needs and/or concerns whether it concern the management of your voice services, billing inquiries or troubles. Please give us the opportunity to serve you.

CUSTOMER SOLUTIONS CENTER ESCALATION LIST

TECHNICAL/ CUSTOMER	1 st Level	TCSC Technician On-Duty (M-F 8A-5P EST)	833.467.3472 customer@segra.com
	2 nd Level	Cheryl Morlan Technical CSC Manager	800.294.9910 cheryl.morlan@segra.com
	3 rd Level	Nicole Smart Sr. Director, Customer Service	800.294.3928 nicole.smart@segra.com
BILLING	1 st Level	BCSC Specialist On-Duty (M-F 8A-5P EST)	833.467.3472 billingsupport@segra.com
	2 nd Level	Teresa Bright Manager, BCSC	800.264.3820 teresa.bright@segra.com
	3 rd Level	Nicole Smart Sr. Director, Customer Service	800.294.3928 nicole.smart@segra.com

Support

SERVICE DELIVERY ESCALATION LIST

1 st Level	Assigned Project Manager	
2 nd Level	Manager Project Management	servicedeliveryescalations@segra.com
3 rd Level	Cheryl Thibodeaux Director, Project Management	O: 803.995.8555 C: 803.587.0646 cheryl.thibodeaux@segra.com

ENTERPRISE REPAIR ESCALATION LIST (CNOC)

MONDAY - FRIDAY		
1 st Level	On-Duty Technical Support Analyst	1.833.467.3472 (option 2)
2 nd Level	On-Duty (7 a.m.- 12 a.m.) Enterprise Repair Escalations Manager	800.304.1498
3 rd Level	Andrea Redfern Sr. Manager, Voice	800.304.0320 andrea.redfern@segra.com
3 rd Level	Scott Dunham Sr. Manager, Elite CNOC	844.733.4318 scott.dunham@segra.com
4 th Level	Fred Christian Sr. Director, Enterprise Repair	888.696.0408 fred.christian@segra.com
SATURDAY - SUNDAY		
1 st Level	On-Duty Technical Support Analyst	1.833.467.3472 (option 2)
2 nd Level	On-Duty Enterprise Repair Escalation Manager	800.304.1498
3 rd Level	Fred Christian Sr. Director, Enterprise Repair	888.696.0408 fred.christian@segra.com

SEGRASM

SEGRA.COM | 833.GO.SEGRA

Clarification Questions – Segra

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

1) Approach and Methodology

1. Lead Time for conversion DID number?

Segra - That is dependent on the incumbent carrier's timeframe for porting. Typically no more than 30 days.

2. Confirm lead time on Installation of any new Internet Services we may award to your company?

Segra -For any new location requiring fiber builds, typically 4-6 months.

3. If Radford wanted to have a Segra connection that terminated directly on campus and did not route through 50 Dalton Street would there be any additional costs associated with this?

Segra -Yes there would be fiber construction cost dependent on the location chosen.

4. Please confirm if there was an outage in the Equinix facility in Ashburn that our connection would failover to Chicago.

Segra -That is correct. It is highly unlikely that all three of Segra's transit providers would fail simultaneously in Ashburn. However, Segra's secondary routing from our primary transit in Ashburn would automatically failover to Chicago in the event of catastrophic failure.

5. Please describe in more detail what would be required for an upgrade from 10 Gbps to 100 Gbps.

Segra -Any upgrade above 10G would require 100G DWDM equipment for Segra and a 100G interface for Radford University. Additionally, a dedicated fiber path would be required to establish the 100G service. Dependent on equipment availability and current supply chain issues, this upgrade could take 4-6 months at the present time. If equipment is available, installation time would be much shorter.

Attachment C:

Negotiation Summation:

- A. Negotiation Points May 5, 2022, Appendix A;
- B. Radford University Contract addendum
- C. Segra MSA

Segra
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 other than page 8 and pages 59-60? 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.

Segra– ANSWER: Yes

2. **RADFORD UNIVERSITY – QUESTION:** Other than the Radford University Special Terms and Conditions number 25. Security Breach section 2. Liability (as noted in your response) Are you in agreement with all terms and conditions as published in the RFP solicitation?

Segra– ANSWER: Yes

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

Segra– ANSWER: Yes

4. **RADFORD UNIVERSITY – QUESTION:** Based on your proposal, you have included Segra's Master Service Agreement and there are no additional Terms and Conditions proposed. Please confirm? Please email to me 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.

Segra– ANSWER: There are no additional T&C's. We have included an editable version of our MSA.

Financial: Following are questions related to your Financial Proposal

5. **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.

Segra– ANSWER: The monthly cost of a 10G circuit would be \$4022. Please note that Segra circuits are not “burstable”. If Radford University chose to increase bandwidth from 1G to 10G, a simple change order would be required to accommodate the desired increase in bandwidth.

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

Segra– ANSWER: Segra has provided very aggressive pricing on our original submission and that would be considered our best and final based on the requirements of the RFP.

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

Segra – ANSWER: Segra offers a wide range of solutions for connectivity, collaboration, security and cloud. These services are custom solutions that require custom pricing. Please refer to the “Segra Handy Slick” that outlines all of Segra’s additional products and services. Segra would very much like to make all these services available to Radford University for future use with this contract.

Answers provided by:

Lee Ann Brooks

Authorized Representative

Lee Ann Brooks - Government Account Executive

Printed Name / Title

5-5-22

Date

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

AGENCY NAME: Radford University

CONTRACTOR NAME: Lumos Networks, Inc. DBA Segra

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. 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

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

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

(Signature)

(Title)

(Date)



EXHIBIT B

MASTER SERVICE AGREEMENT

CUSTOM TERMS AND CONDITIONS FOR

RADFORD UNIVERSITY

Form Revision Date 09-01-2021 Custom Revision Date 06-08-2022

RECITALS

These Terms and Conditions apply to the Master Service Agreement between Seller and Customer.

AGREEMENT

1. Definitions.

- 1.1. Acceptable Use Policy. Found at www.segra.com/legal/ and incorporated herein by reference.
- 1.2. Acceptance Date. Following notice to the Customer that the Service is installed, the date when Customer notifies Seller that the Service is functioning properly, or seventy-two (72) hours after notice of installation, whichever comes first.
- 1.3. Affiliate. Any company that controls, is controlled by, or is under common control with, another company.
- 1.4. Confidential Information. As set out in Section 23 (Confidentiality) of this Agreement.
- 1.5. Chronic Trouble. As set out in Section 12.4 (Chronic Trouble) of this Agreement.
- 1.6. Default. As set out in Section 12 (Events of Default) of this Agreement.
- 1.7. Due Date. The date thirty (30) days after date of Seller's invoice.
- 1.8. Effective Date. The date that Customer executes this Agreement.
- 1.9. Exhibit A. For the purposes of this Agreement, used interchangeably with the term "Service Order."
- 1.10. Force Majeure. Causes beyond a party's reasonable control, including, without limitation, denial of use of poles or other facilities of a utility company or municipality; labor disputes, strikes, lock-outs or work stoppages; acts of war or terrorism; criminal, illegal or unlawful acts; weather, fire, flood, or natural causes; mechanical or power failures; fiber cuts; governmental acts; or any order, law or ordinance in any way restricting the operation of the Services or any other condition or circumstance beyond the reasonable control of a party which could not have been avoided with the exercise of reasonable diligence.
- 1.11. Law. All laws, ordinances, regulations, judicial or administrative orders, and rules, whether local, State, or Federal which may be applicable to Seller or Customer.
- 1.12. Liquidated Damages. Any Termination Fee as set out in this Agreement.
- 1.13. MRC. Monthly Recurring Charge as stated in the Service Order.
- 1.14. Notice of Election. Written notice from indemnitor to the indemnitee that the indemnitor elects to assume control of the defense and settlement of that claim.
- 1.15. Privacy Policy. Found at www.segra.com/legal/ and incorporated herein by reference.
- 1.16. Regulatory Requirement. A rule, regulation, Law, order or decision that the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues.
- 1.17. Seller. Lumos Networks, Inc., a Virginia corporation; Lumos Networks of West Virginia, Inc., a Virginia corporation; or South Carolina Telecommunications Holdings Group, LLC, a South Carolina limited liability company and/or their corporate affiliates, doing business as SEGRA.
- 1.18. Services. Enhanced broadband services and other communications services provided to Customer as specified by any order between the parties and subject to the terms and conditions of this Agreement. As used in this Agreement, the term "Service(s)" may include Off-Net Services as defined below:
 - 1.18.1. On-Net Service(s). Services provided by Seller that are entirely within the Seller's network.
 - 1.18.2. Off-Net Services. Services provided by Seller for Customer geographic locations outside of Seller's service area or not currently connected to the Seller's network. Also, commonly referred to as "Type II" Services.
- 1.19. Service Charges. Amounts paid by Customer to Seller under this Agreement.
- 1.20. Service Date. The first billing date following the date when Service has been tested and made available by Seller to Customer, which date shall be determined solely by Seller, and on which date Seller will commence Customer billing.
- 1.21. Service Order. Orders for specific Services, issued in accordance with the provisions of this Agreement. Each Service Order shall contain specific provisions with respect to prices, features, locations, description of Service duration and other terms as appropriate. For the purposes of this Agreement, used interchangeably with the term "Exhibit A."
- 1.22. TDM Services (Time Division Multiplexing). Telecommunications services, typically copper, that are outdated and targeted for decommissioning both On-Net and Off-Net. These Services include but are not limited to DS1, DS3 and PRI Services. As these Services are scheduled for decommissioning, Segra reserves the right to terminate TDM Services that are no longer supported on the underlying network. Segra also reserves the right to pass through any increased cost of providing, repairing and maintaining TDM Services. TDM Services are subject to unique terms and conditions as set out in this Agreement.

1.23. Term. The Term length and dates of this Agreement.

- 1.23.1. Initial Term. The initial term of this Agreement, commencing on the Service Date, and ending after the number of term length months set out on the Service Order, or if not indicated on the Service Order, then as set out in Section 3.1 (Term) herein.
- 1.23.2. Extension Term. Any term extension agreed to in writing between the parties past the Initial Term.
- 1.23.3. Year to Year Term. A period after the Initial Term or any Extension Term where Seller continues to provide Service to Customer without any term extension agreed to in writing between the parties.
- 1.24. Termination Fee. Any fees charged to Customer for its early termination as set out in this Agreement, whether Pre-Installation, Post-Installation, or Default.

2. Scope of Agreement.

- 2.1. Scope. In accordance with the terms and conditions of this Agreement, Seller agrees to provide to Customer and Customer agrees to purchase from Seller the Service(s) specified in the Service Order. Said Service Order may be amended from time to time to add additional Services. Any such amendment must be agreed to in writing by both parties.
- 2.2. Service Orders. Each Service Order shall identify at a minimum: (i) the specific Service(s) to be provided; (ii) an Initial Term length for the Service(s); (iii) the Service location(s); and (iv) applicable Service Charges for each Service.

3. Term.

- 3.1. This Agreement shall be effective as of the Effective Date. The Initial Term for the Services shall commence on the Service Date. The Initial Term length of this Agreement shall be as set forth in the Service Order commencing on the Service Date. Upon the expiration of the Initial Term, so long as the Customer is not in Default hereunder beyond any applicable cure period, the Term will automatically renew for successive Year to Year periods unless with a written agreement from both parties: (i) a written amendment is executed by the parties further extending the Term or (ii) either party provides written notice of its intent not to renew the Agreement a minimum of thirty (30) days prior to the expiration of the Initial or any subsequent Extension term. During any Year to Year term, Seller reserves the right to increase rates to its then-current rates.
- 3.2. Upon notice to the Customer that the Service is installed, Customer shall have a period of seventy-two (72) hours to confirm that the Service is functioning properly. Unless Customer delivers written notice to Seller within such seventy-two (72) hour period that the Service is not functioning in accordance with the Service Order, billing will run its normal course and shall begin regardless of whether Customer is otherwise prepared to accept delivery of the ordered Service. In the event that Customer notifies Seller within seventy-two (72) hours that the Service is not installed and functioning properly, Seller shall correct any deficiencies in the Service and deliver a new notice to Customer, after which the process stated herein shall restart.
- 3.3. Unless otherwise addressed in an amendment executed by the parties, the term length for any additional Services added at any time during the Initial Term or any Extension Term, shall be extended for the term length set out in the Service Order. The Service Date for any additional Services shall be determined by the same methodology as used for the Initial Term.

4. Charges and Fees.

- 4.1. As compensation for Service(s) provided, Customer agrees to pay Seller monthly Service Charges at the rates set forth in the Service Order. Unless otherwise specified in the Service Order, Seller will commence billing Customer for both nonrecurring and recurring Service Charges on the Service Date. All Service Charges shall be due monthly in advance for Service to be provided during the upcoming month, except for Service Charges that are dependent upon usage of Service, which will be billed in arrears. If payment is not received by Seller by the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half percent (1½%) per month, or the highest rate permissible at law, until paid.
- 4.2. Any recurring Service Charges accrued after the Acceptance Date but prior to the Service Date will be prorated and invoiced to Customer on the Service Date. Invoice dates may vary according to the Service provided and according to Seller's billing cycles.
- 4.3. Additional nonrecurring Service Charges may apply if Customer requests any changes to the Service Order after the Effective Date, including any changes to Customer's requested date of service. If any of the information provided by Customer used in calculating the rates and terms stated in the Service Order is determined to be inaccurate, the rates and terms in

the Service Order will be adjusted to reflect the accurate information.

4.4. Customer is responsible for paying any building entry costs or legal costs as set out herein.

4.5. Notwithstanding any provision or inference to the contrary, no payment due under this Agreement is subject to reduction, set-off or adjustment of any nature by Customer. In no event shall the malfunction or non-operation of Customer's interconnection facilities (including local access) relieve Customer of its obligation to pay for the Service.

4.6. Customer authorizes Seller to contact credit-reporting agencies for Customer's credit information. Seller may either refuse to serve Customer based on such credit information or require Customer to make an advance payment before Service is provided. Any advance payment will be credited to Customer's initial invoice. Seller may, at any time during the Term as a condition to Seller's acceptance of any service order or as a condition to Seller'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 Seller; or (iii) provide another deposit/credit assurance acceptable to Seller. 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 as required by law.

4.7. Disputed Invoices. In order to dispute any portion of a Seller invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail including but not limited to: (a) the items on the invoices in dispute; (b) the nature of the dispute (c) documentation of Customer filing a trouble report, including the Seller ticket number or order number and (d) any other relevant information reasonably requested by Seller with respect to the affected Service(s) or the disputed amount. All claims must be submitted to Seller in writing within thirty (30) days from the date of the invoice for those Services or they are waived. If Customer has provided sufficient detail for investigation of the dispute, Seller 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 Seller's favor, any amounts to be paid by Customer shall be subject to the late payment charges under Section 4.1 above, retroactive to the Due Date of the disputed invoice and payable by Customer immediately. Disputed amounts resolved in Customer's favor shall be credited on Customer's next invoice.

4.8. Taxes and Fees. In addition to Charges, Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local government charges or regulatory fees, excluding income taxes measured on Seller's net income. If Customer is entitled to an exemption from any applicable taxes or fees for a particular Service, Customer must provide Seller with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement. Seller will give effect to any such valid exemption proof on a prospective basis from the date of Seller's receipt of such exemption certificate. Tax-exempt status shall not relieve Customer of its obligation to pay applicable non-tax fees and surcharges. Seller reserves the right, from time to time, to change the surcharges under this Agreement to reflect costs, charges, or obligations imposed on Seller to the extent permitted, required, or otherwise not prohibited under applicable Law, such as universal service fund charges. Customer shall indemnify, defend and hold harmless Seller any damages, losses, claims or judgments arising out of any exemption claimed by Customer, including, without limitation, any liens, attachments, fines or penalties.

5. **Material Change in Law.** If a Regulatory Requirement has the effect of canceling, changing or superseding any material term or provision of this Agreement, 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.

6. **Installation, Customer Premises, and Maintenance.**

6.1. Installation Review. Seller may perform an installation review of each Service location prior to installation of the Service to determine serviceability, the need for additional work to provide the Services at Customer's location, or the need for additional work to acquire legal access to Customer's location. If during the installation review, Seller determines that additional work or legal access is required to enable Seller to deliver the Services to the service location, Seller will notify Customer that there may be additional Service Charges in excess of the amounts previously specified in the Service Order.

6.2. Notwithstanding Seller's installation review, Customer is responsible for ensuring that Seller has legal access to Customer's location, and for paying any costs required for Service installation, including but not limited to building entry costs or legal costs charged to Seller by Customer's landlord or the costs of acquiring private easements or access to serve Customer's premises. Seller may terminate this Agreement or terminate the Services for any location where Seller determines it is not economically feasible to proceed due to excess costs or difficulty in obtaining legal access. Seller reserves the right not to provide Service to locations owned by parties located outside of the United States. Customer reserves the right to reject the Agreement based on these additional charges.

6.3. Where Seller has equipment in place on a Customer's premises or Customer's end-

user's premises, Customer shall allow Seller access to the premises to the extent reasonably determined by Seller for the installation, inspection and scheduled or emergency maintenance of any Seller equipment relating to the Service. Seller will use commercially reasonable efforts to notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning, cleanliness and security necessary to maintain the proper environment for Seller's equipment on the premises, as well as protection from damage to Seller's equipment from lightning power surges and any fraudulent use of Seller's equipment by Customer, its employees, agents, or contractors. In the event Customer fails to do so, Customer shall reimburse Seller for the actual and reasonable cost of repairing or replacing any Seller equipment damaged or destroyed as a result of Customer's failure. Customer will provide or assure a safe place to work and compliance with all Laws regarding the working conditions on the premises.

6.4. Scheduled Maintenance. Seller will conduct periodic maintenance of its equipment. Scheduled maintenance of Seller's network will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, Seller will exercise commercially reasonable efforts to (i) provide Customer with three (3) days prior written notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's services that may be caused by such scheduled maintenance, and (iii) perform such scheduled maintenance during the non-peak hours of 12:00 a.m. (midnight) until 6:00 a.m., Eastern Prevailing Time. Maintenance, tests and adjustments shall be completed within a reasonable time. No credit will be allowed under this Agreement for any Service interruptions involved during such maintenance, tests, or adjustments.

6.5. Emergency Maintenance. Seller reserves to 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. Seller will, in good faith, attempt to minimize any disruption to Customer's Service.

7. **Equipment.**

7.1. Seller Equipment. Except as otherwise agreed, title to all equipment utilized by Seller to deliver the Services shall remain with Seller. Seller will provide and maintain its equipment in good working order. Customer shall make necessary arrangements so that Seller and its designated contractors will have access to such space and equipment at reasonable times for installing, inspecting, testing, adjusting, maintaining, repairing, replacing, and removing equipment owned or operated by Seller or its designated contractors as Seller deems appropriate. Customer shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Seller equipment without the prior written consent of Seller. Seller's equipment shall not be used for any purpose other than that for which Seller provides the same. Customer shall not take any action that causes the imposition of any lien or encumbrance on the equipment. Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement) to allow Seller to remove the equipment from the premises: (i) after termination, expiration or cancellation of the term of any Service in connection with which the Seller's equipment was used; or (ii) for repair, replacement or otherwise as Seller may determine is necessary or desirable, but Seller will use reasonable efforts to minimize disruptions to the Service caused thereby.

7.2. Customer Provided Equipment. Seller may install certain Customer-provided communications equipment upon agreement with Customer. However, upon installation of Service for the Customer, Seller shall not be responsible for the operation or maintenance of any such Customer-provided communication equipment. Seller undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Customer-provided equipment used for access to or the exchange of traffic in connection with the Service. Customer, at Customer's expense, shall maintain all apparatus and equipment provided by or on behalf of it in a good and workmanlike manner. If Seller investigates a Service interruption which arises out of malfunction or improper use of Customer's equipment, Customer shall remit to Seller within fifteen (15) days of receipt of invoice Seller's reasonable costs incurred arising out of said investigation. Customer shall bear the risk of loss through theft or casualty of any facilities or equipment owned or controlled by it or its customers regardless of the location of said facilities or equipment. Promptly upon notice from Seller, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or reasonably may cause. Seller will cooperate with Customer in prosecuting a claim against the person or entity causing such damage. If Customer, its employees, agents, or contractors or Customer's end users causes damage to premises, circuits, facilities or equipment of a person or entity other than Seller, then Customer shall hold Seller harmless from any claim arising out of such damage.

7.3. Interference. Customer shall ensure that the characteristics and methods of operation of any circuits, facilities, or equipment provided by Customer or Customer's agents, or end users, and association thereof with circuits, facilities, or equipment used by Seller in providing Service or arranging for provision of any Off-Net Service, shall not interfere with or impair service over any such circuits, facilities and equipment of Seller, impair the privacy of any communications carried over Seller's circuits, facilities, or equipment; or create hazards to the contractors, agents, or employees of Seller or the public. If such characteristics or methods of operation are not in accordance with the foregoing provisions of this Section 7.3, Seller, where practicable, will notify Customer that temporary discontinuance of the use of Service or Off-Net Service may be required; however, where prior notice is impracticable, nothing contained in this Agreement shall be deemed to preclude Seller's immediate right to temporarily discontinue Customer's use of any or all Service(s). In case of any such temporary discontinuance, Customer will be notified as soon as reasonably practicable and,

if reasonably practicable, given the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, no Service interruption shall be deemed to have occurred. Customer shall use reasonable efforts to install and bear the cost, if any, of such additional facilities or protective apparatuses which, according to accepted telecommunications industry standards, reasonably are required to be installed because of the particular use or hazardous location of any Service provided by it. Seller shall not be responsible for providing or bearing the cost, if any, of facilities or protective apparatuses for Off-Net Service.

7.4. Within a reasonable time of its suspecting a fault with any Service and/or its equipment or that of the other party, Seller or Customer, as the case may be, shall take reasonable steps to determine if the suspected problem is within its own system, or, if it is suspected that such fault is on the system of the other party, use reasonable effort to notify that party as soon as reasonably possible. Both Seller and Customer agree to work in a cooperative effort to attempt to identify system fault.

8. Service Moves; Portability.

8.1. Customer agrees to provide sixty (60) days written advance notice to Seller if Customer desires to move existing Services to a different location(s). As Seller may not provide Service(s) in all locations, moving existing Service(s) may not be feasible. Under such circumstances, Customer's request will be treated as a post-installation termination of the affected Service(s) and charged Post-Installation Termination Fees which will be treated as Liquidated Damages as set out in Section 13.2.2 (Effect of Termination: Post-Installation). Where Seller is able to relocate the affected Services, Customer shall enter into an amended Service Order and may be subject to any special construction charges incurred, any Off-Net provider charges incurred associated with the terminated Service, and changes in recurring fees.

8.2. If Customer cancels all or a portion of a Service Order prior to the end of the Initial Term or any exercised Extension Term and Customer would otherwise be subject to a Default Termination Fee under Section 12.2 (Customer's Default), Customer may avoid such Termination Fee (provided that Customer shall always be liable for non-recurring Service Charges, Off-Net Service Charges and any other similar Service-specific Charges for the terminated Service) by substituting new Service for the cancelled Service. The consideration to Seller for the new Service may be no less than the cost of the canceled Service. Customer must order substitute Service within sixty (60) days after the date of Customer's notice canceling the existing Service. If Customer exercises this portability option, Customer will be liable for (i) all termination liability charges for non-recurring Service Charges, Off-Net Service Charges, and any other third party provided facilities that are impacted by the replacement of the Service; and (ii) all installation one-time charges due to Seller for replacement Services that have not been waived; and (iii) any one-time local access Service Charges and the new monthly recurring local access Service Charges for the replacement Service that are actually incurred by Seller. Exercise of this option is restricted as provided herein, is available for On-Net Service only, and is subject to availability.

8.3. TDM Services are not eligible for Service Moves/Portability as set out in this Section 8.

9. **Liability Limitation.** In addition to Seller, this Section 9 shall apply to (i) any Seller Affiliate or any of Seller's or a Seller Affiliate's owners, managers/directors, officers, employees, or contractors and (ii) any third-party network provider or other third-party service provider with respect to the Services and Off-Net Services. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTIES FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN SELLER'S RIGHT TO PAYMENT UNDER THIS AGREEMENT), SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT WILL SELLER'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF SELLER'S PROVISION OF SERVICES HEREUNDER EXCEED AN AMOUNT EQUAL TO THE PREVIOUS ONE MONTHS' CHARGES FOR THE SERVICES TO WHICH THE LIABILITY RELATES OR OTHERWISE ARISES OUT OF.

In no event will Seller be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the equipment by Customer or any third party gaining access to the equipment through Customer in violation of this Agreement. Customer shall reimburse Seller for any damages incurred as a result thereof.

Seller's inability or failure to deliver any ordered Service by the requested Service Date shall not be a Default under this Agreement, and Seller shall not be liable to Customer or any third party for any damages as a result of Seller's inability or failure to deliver any such Service.

In no event shall Seller be liable for any damage arising out of the fault of facilities or equipment furnished by Customer or its end users or Customer's or its end users' agents or contractors, or others acting on their behalf or for any act or omission of Customer in furnishing of its services to others or for libel or slander or actions based on the content of communications transmitted over the circuits or equipment provided under this Agreement.

Seller shall have no liability or responsibility for the content of any communications transmitted via the Service (except for content solely created by Seller). Seller provides applications utilizing Internet protocol. Seller does not operate or control the information, services of others, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against Seller relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

Notwithstanding any provision or inference to the contrary, in no event shall Seller be liable for delays in installation or restorations of any Off-Net Service or out of mistakes, omissions, interruptions, errors or defects in transmission occurring as to Off-net Service.

Customer's EXCLUSIVE REMEDY for Seller's failure to provide the Services in accordance with this Agreement or applicable service level agreement shall be as service credits. Customer will have no other remedy nor will Seller have any other obligation or liability with respect to such failures. Any service credit paid to Customer shall not exceed the MRC stated in the Service Order for the affected Service. No credit allowances for Service interruptions shall be made for Service interruptions arising from or relating to: (i) any acts or omissions of an entity other than Seller, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Seller's services, system, network, equipment or facilities; (ii) Customer's noncompliance with this agreement; (iii) any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Seller equipment or facilities used in connection with the affected service); (iv) any period in which Seller is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service interruption; (v) any period in which Customer continues to use Service on an impaired basis or releases Service to Seller for maintenance purposes or for implementation of a Customer service order; or (vii) circumstances or causes beyond Seller's reasonable control as described in Section 16 (Force Majeure) below.

10. **Exclusion of Warranties.** Seller makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, title, noninfringement, completeness or fitness for any purpose of any Service or Off-Net Service or as to any matter, all of which warranties by Seller hereby are excluded and disclaimed. The Services are provided on an "as is" and "as available" basis. No advice or information given by Seller or its agents shall create a warranty. Seller does not warrant that the Services will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful software components.

11. Indemnification.

11.1. Intentionally Left Blank.

11.2. Indemnification Procedures. With respect to third-party claims, the following procedures shall apply:

11.2.1. Promptly after receipt by any entity entitled to indemnification under this Section 11 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 provide the indemnitee with a Notice of Election.

11.2.2. 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.

11.2.3. 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.

12. Events of Default.

12.1. 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 credit 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.

12.2. Customer's Default. If Customer is in Default, Seller may, in addition to any other remedies it has under this Agreement or Law: (i) suspend its performance under this Agreement or any or all Service Orders without notice until Customer has remedied all breaches of this Agreement and paid in full all Service Charges then due, including, without

limitation, any applicable interest charges; (ii) condition provision of Service and/or arrangement of provision of Off-Net Service or acceptance of any Service Order on Customer's assurance of payment and compliance with this Agreement, which may be in the form of a deposit or prepayment or such other means as Seller reasonably requires; or (iii) terminate this Agreement and/or any Service effective immediately and without any further notice; provided, that Customer's duty to pay all Service Charges due and owing at the time of termination and any Termination Fees shall survive such termination. Unless provided otherwise in the Service Order, the Termination Fee shall be equal to 100% of the remaining monthly recurring Service Charges, installation and nonrecurring costs and usage fees that otherwise would have been payable for the Service terminated for the unexpired portion of said Term. The Termination Fees shall be construed as liquidated damages and not as penalties, it being agreed that Seller's actual damages in the event of such termination would be impossible to ascertain and such amount is a reasonable estimate of such damages. All Termination Fees shall be promptly paid as a lump sum at the time of termination.

12.3. Seller's Default. If Seller is in Default, Customer may, in addition to any other remedies it has under the Agreement or Law, terminate this Agreement and/or any applicable Service effective on written notice to Seller, provided that Customer pays all amounts due and owing at the time of the termination.

12.4. Chronic Trouble. A Service is considered to have Chronic Trouble if it experiences; (i) three (3) or more Service Outages of 6 hours or more in any thirty (30) consecutive day period, or (ii) five (5) or more Service Outages of 6 hours or more in any six (6) month period. Customer shall have the right to terminate a Service with Chronic Trouble without penalty or further liability to Seller provided that written notice of termination is provided to Seller. If Customer does not exercise its termination right within thirty (30) days of the accrual of such right, such right shall lapse with respect to that instance of Chronic Trouble and the number of Service Outages shall be reset to zero for the purpose of this paragraph.

13. Effect of Termination.

13.1. Seller's Termination: Seller may terminate this Agreement and/or any applicable Service Order(s) effective immediately, if Seller does not maintain or loses any required regulatory, governmental or other certificates, permits, licenses or other authority to provide the Service or arrange for the provision of Off-Net Service. Under such circumstances, Customer shall not be liable for the Termination Fee related to the affected Services terminated.

13.2. Customer Termination:

13.2.1. Pre-Installation: If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Seller a Pre-Installation Termination Fee equal to three months of Monthly Recurring Charges (MRCs) and 100% of all costs paid to other third-party providers. Customer agrees that the Pre-Installation Termination Fee is a reasonable assessment of the costs and fees incurred by Seller to prepare services for installation. The Pre-Installation Termination Fee established in this Section 13.2.1 is in lieu of the charges set forth in Section 13.2.2 below for post-installation terminations.

13.2.2. Post-Installation: CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR EXTENSION TERM. IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR EXTENSION TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO SELLER AS LIQUIDATED DAMAGES, AND NOT A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MONTHLY RECURRING CHARGES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN CURRENT TERM OR EXTENSION. In addition to the Post-Installation Termination Fee set forth above, Customer agrees to pay Seller any special construction charges incurred and any Off-Net provider charges incurred associated with the terminated Service.

13.3. Either Seller or Customer may terminate TDM Services at any time after giving the other party 60 days prior written notice. If Seller terminates, Customer will not be liable for any Termination Fees. If Customer terminates, Customer will not be liable for any Termination Fees if Segra's underlying term obligations for Off-Net Services have been fulfilled.

14. Intentionally Left Blank.

15. 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.

16. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to an event of Force Majeure. 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. However, Customer will not be obligated to pay for the Services not provided during periods of Force Majeure, and either party may terminate without penalty an affected Services upon notice to the other if a Force Majeure Event continues uninterrupted for a period of sixty (60) days or longer. Unless waived by the Off-Net Service Provider, Customer shall be liable for any Off-Net Service termination fees that may be applicable.

17. No License. No license, under patents or otherwise, is granted by Seller to Customer

or shall be implied or arise by estoppel in Customer's favor with respect to any circuit, apparatus, system or method used by Seller in connection with any Service or Off-Net Service. No license, under patents or otherwise, is granted by Customer to Seller or shall be implied or arise by estoppel in Seller's favor with respect to any circuit, apparatus, system or method used by Customer in connection with this Agreement.

18. 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. Seller does not undertake to transmit messages or offer any telecommunications services to end users under this Agreement.

19. No Third-Party Benefits. Seller and Customer intend and agree that no person or entity other than the parties to this Agreement is or shall be entitled to bring any action to enforce any provision of this Agreement; and that the covenants, undertakings, and agreements contained herein shall be solely for the benefit of, and shall be enforceable only by, the parties or their respective successors and permitted assigns.

20. Dispute Resolution. In the event any dispute arises between the parties under this Agreement, the party seeking resolution of the dispute must submit written notice to the other describing the dispute and such party's desire to resolve the dispute in accordance with the provisions of this Section 20. If the parties are then unable to resolve such dispute in the normal course of business within fifteen (15) days after delivery of the written notice as provided herein, each of the parties shall appoint, within five (5) days thereafter, a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one party to the other party shall be honored. If the parties are unable to resolve issues related to the dispute within forty-five (45) days after the parties' appointment of the designated representatives, then either party may pursue any of its legal and/or equitable remedies.

21. Acceptable Use Policy. Customer's use of the Service shall comply with Seller's Acceptable Use Policy and Privacy Policy, which may be amended from time to time. Seller will notify Customer of complaints received by Seller regarding each incident of alleged violation of Seller's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer shall promptly investigate all such complaints and take all necessary actions to remedy any violations. Seller may advise the complainant that Customer, its end-user or a third party that gained access to the Service through Customer and provide complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications. Serious violations of Seller's or other Off-net Service providers' Acceptable Use Policy may result in interruption or termination of service.

22. Data Protection. During the performance of this Agreement, it may be necessary for Seller to transfer, process, and store billing and utilization data and other data necessary for Seller's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing, and storing of such data may be to or from the United States. Customer hereby consents that Seller may (i) transfer, store, and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by Law. Seller herewith agrees that this data will not be disclosed to third parties without the knowledge and consent of Customer.

23. Confidentiality.

23.1. The parties agree that proprietary and/or confidential information ("Confidential Information") is defined as: (a) information in written, electronic or other tangible form that is clearly marked or labeled "Proprietary" or "Confidential" or words of similar import; or (b) information orally disclosed that the disclosing party specifically identifies as confidential at the time of disclosure, or thereafter confirms through written documentation provided within thirty (30) days of disclosure to be proprietary and/or confidential.

23.2. In the course of performance hereunder, the parties may have access to certain information, the ownership and confidential status of which is highly important to the other party. Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances or by any means, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all commercially reasonable steps necessary to maintain such confidentiality to the same extent it protects its own Confidential Information.

23.3. Notwithstanding, information is not Confidential Information if it:

23.3.1. is or becomes publicly available through no fault or breach of this Agreement by either of the parties;

23.3.2. is intentionally released in writing to the general public by the party disclosing

the information;

23.3.3. is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement;

23.3.4. is previously known or developed by the receiving party independently of the disclosing party; or

23.3.5. must be disclosed pursuant to or as required by law, provided that sufficient notice is given to the disclosing party of any such requirement or request to permit the disclosing party to seek an appropriate protective order or exemption from such requirement or request, unless such notice is prohibited by said order. The above exceptions shall be narrowly construed and shall not be interpreted by the receiving party as justification for disregarding the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exception, or otherwise, or because the Confidential Information is implied by but not specifically disclosed in information falling within the exception.

23.4. The provisions of this Section will survive the termination of the Services and any Service Order(s) issued hereunder.

24. **Assignment.** Except as otherwise provided herein, neither party may delegate, assign, or otherwise transfer any or all of its rights or duties pursuant to this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld, provided, however, that Seller may assign or transfer this Agreement and any Service Orders to an affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of Customer.

25. **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.

26. **Intentionally Left Blank.**

27. **Notices.** Except as otherwise required herein, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Seller or Customer to the other pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, transmitted by hand delivery, or delivered by a national overnight delivery service, and addressed as set out on the Cover Sheet.

27.1. From time to time, Seller and Customer each may designate by notice in writing any new address to which any notice, demand, request, or other communication to it thereafter shall be given, served, or sent. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after posting if sent by U.S. Postal Service.

27.2. Customer shall provide a copy to Seller - Attn: Mr. Michael D. Baldwin, VP-Business & Legal Affairs or Attn: Mr. Steve Hamula, Director of Regulatory Affairs, of any notice requesting indemnification, damages or termination, or alleging default or force majeure or any other non-routine matter.

28. **Authority, Interpretation, Severability and Survival.** Except as otherwise provided for in this Agreement, Service provided by Seller set forth in each Service Order attached hereto is severable, and upon termination of any individual Service with respect to any Service Order, other Services 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. Each party warrants and represents that the signatories to this Agreement have full authority to enter into, sign and perform this Agreement on its behalf. This Agreement shall be interpreted to give effect to its fair meaning unless otherwise provided and shall be construed as though it were prepared by Seller and Customer. Section headings in this Agreement are for convenience of reference only and shall not be used in the interpretation of this Agreement. If any part or any provision of this Agreement other than Section 4.0 (Charges and Fees) above 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 shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement. Seller and Customer agree to use reasonable efforts to negotiate with respect to any such invalid or unenforceable part or provision to attempt to render such part or provision valid and enforceable. If Section 4.0 (Charges and Fees) above shall be invalid or unenforceable under applicable Law, then this Agreement may be terminated by Seller on notice to Customer. Notwithstanding any provision or inference to the contrary, the indemnification and hold harmless provisions contained in, and any monetary sums owed under this Agreement shall survive the termination of this Agreement.

29. **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 Two Million Dollars (\$2,000,000.00) each occurrence. A party shall provide a Certificates of

Insurance for such insurance to the other party upon request.

30. **Governing Law.** For Services performed in states south of the Virginia-North Carolina border, (i.e. GA, NC and SC) this Agreement shall be construed and enforced in accordance with, and the validity and performance of this Agreement shall be governed by, the laws of the State of South Carolina without regard to its choice of laws rules. For Services performed in all other states, this Agreement shall be construed and enforced in accordance with, and the validity and performance of this Agreement shall be governed by, the law of the Commonwealth of Virginia without regard to its choice of laws rules.

31. **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.

32. **Entire Agreement.** The Radford University contract and this negotiated Agreement (including its exhibits) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement; and it supersedes all prior oral and written agreements, commitments, and understandings with respect to said subject matter.

33. **Execution.** To facilitate execution, this Agreement may be executed using electronic signatures, electronic copies, or in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, a party, or that the signatures of all persons required to bind a party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, a party, or that the signatures of the persons required to bind a party, appear on one or more of the counterparts. All counterparts collectively shall constitute a single agreement. It shall be unnecessary in making proof of this Agreement to produce or account for more than one counterpart containing the respective signatures of, or on behalf of, the parties.

34. **Documents Incorporated by Reference.** This Agreement may be subject to and incorporate certain product-specific terms and conditions applicable to the Services sold under this Agreement. Found at www.segra.com/legal/.