

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

CROWN CASTLE FIBER LLC F/K/A LIGHTTOWER FIBER NETWORKS II, LLC 196 VAN BUREN STREET HERNDON, VIRGINIA 20170	DATE ISSUED: CURRENT REFERENCE NO: CONTRACT TITLE:	<u>06/05/2019</u> <u>19-269-R</u> <u>BROADBAND SERVICES</u>
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-269-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** IMMEDIATELY  
**EXPIRES:** JUNE 30, 2022  
**RENEWALS:** NO RENEWALS  
**COMMODITY CODE(S):** 91551  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 19-269-R  
EXHIBIT A – VITA CONTRACT NO. VA-151015-LTFN  
EXHIBIT B – ORDER FORM #2019-43065

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<u>VENDOR CONTACT:</u> BOB BERMPOHL	<u>VENDOR TEL. NO.:</u>	<u>(703) 434-8439</u>
<u>EMAIL ADDRESS:</u> ROBERT.BERMPOHL@CROWNCastle.COM		
<u>COUNTY CONTACT:</u> ISHAI TRANI (DTS)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3408</u>
<u>COUNTY CONTACT EMAIL:</u> EMAIL@ARLINGTONVA.US		

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 19-269-R**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Crown Castle Fiber LLC f/k/a Lighttower Fiber Networks II, LLC ("Contractor" or "Supplier"), a New York foreign limited liability company with a place of business at 196 Van Buren Street, Herndon, Virginia 20170 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified in Order Form #2019-43065 or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A VITA contract no. VA-151015-LTFN, and Exhibit B – Order Form #2019-43065 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by VITA and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with VITA and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase VITA wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall continue for thirty-six (36) months following the date of County's Acceptance of the services provided by the Contractor under Exhibit B Order Form #2019-43065 ("Contract Term").

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit B Order Form #2019-43065 detailing the Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

**4. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**5. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide dark fiber services.

The Contract Documents set forth the Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost in accordance with the Contract Documents, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work as detailed in Order Form #2019-43065.

**6. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**7. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

**9. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract where such payment is due to the respective subcontractor for the performance of Contractor’s obligations in connection with this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

Contractor's subcontractors and its lower-tier subcontractors associated with the installation and delivery of the services hereunder shall comply with this Section 9, as applicable. The Contractor shall include in each of its subcontracts which are associated with the installation of the services hereunder that are executed after the effective date of this Agreement, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

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 related 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 the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. Contractor's subcontractors or its vendors in connection herewith shall 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 related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the respective subcontractor or vendor.

#### **11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

#### **12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

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 a controlled substance or illegal substances is prohibited in the Contractor's workplace; and (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) any subcontractors or vendors retained by the Contractor in the performance of Contractor's obligations set forth herein shall also provide a drug-free workplace for its respective employees .

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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **13. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

### **14. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

### **15. DISPUTE RESOLUTION**

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and

protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

**16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**17. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**Contact Information for the Contractor:**

Robert Bempohl  
Crown Castle Fiber LLC  
196 Van Buren Street  
Herndon, Virginia 20170

**Contact Information for the Department of Technology Services:**

Ishai Trani, Project Officer  
2100 Clarendon Boulevard, Suite 600  
Arlington, Virginia 22201

AND

**Contact Information for Arlington County (Legal Authorization):**

Office of the Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Attn: Lucas Alexander, Procurement Officer

**18. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**19. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

**20. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CROWN CASTLE FIBER LLC F/K/A LIGHTTOWER FIBER  
NETWORKS II, LLC

AUTHORIZED  
SIGNATURE: Lucas Alexander

AUTHORIZED  
SIGNATURE: Lisa Gugliada

NAME: LUCAS ALEXANDER  
TITLE: PROCUREMENT OFFICER

NAME AND  
TITLE: Lisa Gugliada, Deputy General Counsel - Fiber

DATE: 06/05/2019

DATE: 5/31/2019

EXHIBIT A



**VA-151015-LTFN**

**Broadband Services Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Lightower Fiber Networks II, LLC



**CONTRACTUAL TERMS AND CONDITIONS  
BROADBAND SERVICES CONTRACT  
TABLE OF CONTENTS**

1. PURPOSE AND SCOPE	4
2. DEFINITIONS	4
A. Acceptance	4
B. Authorized User	4
C. Confidential Information	4
D. Direct Service Plan (DSP) Participant	4
E. E-rate	4
F. Eligible Entity	4
G. Eligible Services	4
H. Party	4
I. Service	5
J. Supplier	5
K. Telecommunications Service Order (TSO)	5
L. VITA	5
M. Warranty Period	5
3. TERM AND TERMINATION	5
A. Contract Term	5
B. Termination for Convenience	5
C. Termination for Breach or Default	5
D. Termination for Non-Appropriation of Funds	6
E. Transition of Services	6
F. Contract Kick-Off Meeting	6
G. Contract Closeout	7
4. SERVICES	7
A. Nature of Services and Engagement	7
B. Subcontractors	7
C. Supplier Performance Reporting	7
D. Substitution of Services	7
5. SUPPLIER PERSONNEL	7
A. Selection and Management of Supplier Personnel	7
B. Supplier Personnel Supervision	8
C. Subcontractors	8
6. GENERAL WARRANTY	8
A. Ownership	8
B. Performance	8
C. Services Warranty and Remedy	9
D. Supplier's Viability	9
E. Supplier's Past Experience	9
7. ORDERS AND COMPENSATION	9
A. Direct Service Plan	9
B. E-rate	9
C. Telecommunications Service Orders	10
D. Ordering Officer(s)	10
E. Purchase Price and Price Protection	10
F. Service Offering Updates	10
G. Invoice and Payment Terms	11
H. Invoice Procedures	11
8. CONFIDENTIALITY	11
A. Treatment and Protection	11
B. Exclusions	12

C. Return or Destruction	12
9. SMALL BUSINESS PROCUREMENT AND SUBCONTRACTING REPORTING	12
10. SUPPLIER'S REPORT OF SALES AND INDUSTRIAL FUNDING ADJUSTMENT	13
11. LIABILITY AND INDEMNIFICATION	13
12. SECURITY COMPLIANCE	14
13. IMPORT/EXPORT	14
14. BANKRUPTCY	14
15. GENERAL PROVISIONS	15
A. Relationship between VITA, other Authorized Users, and Supplier	15
B. Licenses and Permits	15
C. Incorporated Contractual Provisions	15
D. Compliance with the Federal Lobbying Act	15
E. Governing Law	16
F. Dispute Resolution	16
G. Advertising and Use of Proprietary Marks	16
H. Notices	16
I. No Waiver	17
J. Assignment	17
K. Captions	17
L. Severability	17
M. Survival	17
N. Force Majeure	17
O. Remedies	18
P. Right to Audit	18
Q. Taxes—Federal, State, and Local	18
R. Acceptable Use Policy	18
S. Travel	19
T. Contract Administration and Account Management	19
U. Entire Contract	19

## **CONTRACTUAL TERMS AND CONDITIONS BROADBAND SERVICES CONTRACT**

THIS BROADBAND SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Lightower Fiber Networks II, LLC ("Supplier") to be effective as of the date in set forth on the signature page of this Contract ("Effective Date").

### **1. PURPOSE AND SCOPE**

This Contract sets forth the terms and conditions under which Supplier shall provide delivery and installation of broadband services and other related services awarded to Supplier to VITA; or to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia or any eligible private institution of higher education, who is authorized by VITA as a Direct Service Plan (DSP) Participant for the Services the Supplier has been awarded under this Contract.

### **2. DEFINITIONS**

#### **A. Acceptance**

Acceptance shall take the form of successful performance of the Services at the designated location, or completed Acceptance testing in conformance with the Requirements of the Contract and as determined by VITA or the Direct Service Plan (DSP) Participant in the applicable order.

#### **B. Authorized User**

VITA, any other public body on whose behalf VITA has placed an order with Supplier, or any DSP Participant

#### **C. Confidential Information**

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party, or (iv) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

#### **D. Direct Service Plan (DSP) Participant**

Any public body, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia; or any private institution of higher education which are listed at <http://www.cicv.org/Our-Colleges/Profiles.aspx> who VITA prequalifies and grants written authority to participate in the DSP.

#### **E. E-rate**

The universal service "Schools and Libraries Program" administered by the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC), or successor program.

#### **F. Eligible Entity**

Any school or library meeting the USAC definition of an "Eligible Entity" under the universal Schools and Libraries Program.

#### **G. Eligible Services**

Products and Services that are eligible for E-rate funding.

#### **H. Party**

Supplier, any Authorized User.

I. **Service**

Any work performed or service provided by Supplier under this Contract for the benefit of an Authorized User.

J. **Supplier**

Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

K. **Telecommunications Service Order (TSO)**

An order for internet services issued by VITA to a supplier of internet services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

L. **VITA**

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

M. **Warranty Period**

All Services purchased under this Contract remain under warranty for the time period commencing after Acceptance by VITA or a DSP Participant and continuing through expiration of the Contract or discontinuance of the Services at the discretion of VITA.

**3. TERM AND TERMINATION**

A. **Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2017. VITA, at its sole option, may extend the term of this Contract for up to three (3) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Orders may be issued against this contract at any time during the contract term.

B. **Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, (and a DSP Participant may terminate its order, in whole or in part) upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience") without any additional liability except for Services received. VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any DSP Participant, shall have any future liability except for (i) Services rendered by Supplier prior to the termination date of the Contract or order and (ii) costs associated with circuit or service de-installation, if any, for services installed prior to termination. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

C. **Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, may terminate an order, in whole or in part, (and a DSP Participant may terminate its order, in whole or in part) for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA or the DSP Participant, solely in relation to its order, deems the Supplier to be in breach and/or default, VITA or the DSP Participant shall issue a "Show Cause Notice" identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or the DSP Participant may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any DSP Participant, shall have any future liability except for Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or the DSP Participant for Services that were not accepted by VITA.

The failure of VITA to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

**D. Termination for Non-Appropriation of Funds**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

**E. Transition of Services**

Prior to or upon expiration or termination of this Contract, Supplier shall provide adequate information and all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. Upon VITA's request, Supplier shall continue to provide Services for up to 24 months, on a month-to-month basis, following the expiration or termination date of the Contract. All rates, service level agreements, and terms and conditions of the Contract will apply during that period. The Supplier agrees that no material decrease in the Supplier's level of performance and support will occur during the transition period.

**F. Contract Kick-Off Meeting**

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Exhibit B, "Service Requirements," and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager

**G. Contract Closeout**

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

**4. SERVICES**

**A. Nature of Services and Engagement**

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's rights to obtain Supplier's Services under this Contract, neither VITA nor any other Authorized User is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all Authorized Users may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier.

**B. Subcontractors**

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

**C. Supplier Performance Reporting**

Supplier will provide management reporting related to service performance. Reporting will conform to the template and requirements in Exhibit G, Quarterly Performance Report. Supplier shall be responsible for submitting the report every quarter to: [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov) within fifteen days of the end of the quarter. The first report is due the fifteenth day of the fourth month after contract execution, and will cover the previous three-month service period. If there were no outages for the reporting period it should be indicated on the report.

**D. Substitution of Services**

During the term of this Contract, the Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA. Violation of this condition may be considered grounds for termination of the Contract.

**5. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the Authorized User's site security,

information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The Authorized User on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for and terminate the employment of Supplier personnel. Neither VITA nor any other Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

**C. Subcontractors**

If an order issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

The Supplier will (i) be responsible for all work performed by subcontractors, (ii) be responsible for its (and their) compliance with the Contract, and (iii) guarantee the performance of any services provided by the Supplier's subcontractors (including, but not limited to, paying service credits associated with outages, liability for all subcontractors working in support of the Contract's requirements and those of any order placed thereunder, and adherence with all technical and operational specifications). The Supplier will be responsible for payment of its subcontractors and will indemnify the Commonwealth's Indemnified Parties against any claims resulting from Supplier's failure to pay, including discharging (at Supplier's expense) any liens obtained by the subcontractor.

**6. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

**A. Ownership**

Supplier has the right to provide the Services and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Performance**

1. All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
2. The Services are pursuant to a particular solicitation, and therefore such Services shall be fit for the stated purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Services and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Services;
3. The Services shall meet or exceed the stated requirements in the order and in Exhibit B;
4. Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

**C. Services Warranty and Remedy**

Throughout the Contract term, including any extensions thereto, Supplier shall respond to and resolve reports of interruption of Service in compliance with the Services Levels specified in Exhibit B.

**D. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**E. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

**7. ORDERS AND COMPENSATION**

**A. Direct Service Plan**

Only VITA may, at its sole discretion, qualify and grant to one or more Commonwealth public bodies and eligible private institution of higher education the authority to participate in the DSP. VITA will notify Supplier in writing of the qualified "DSP Participants" and their designated ordering officers. DSP Participants shall have the right to place orders to Supplier pursuant to this Contract and shall be billed directly by Supplier. If VITA grants a DSP Participant other than full access to all Contract Service types, VITA shall so notify Supplier.

As a condition for granting authority to participate in the DSP, each DSP Participant agrees to allow Supplier to release Customer Proprietary Network Information, as defined by the Federal Communications Commission, related to Services provided under this Contract to VITA. Such CPNI shall be provided by Supplier to VITA for the administration of this Contract. The DSP Participant or VITA shall provide documentation of the DSP Participant's release of CPNI information upon request.

The Parties agree and understand that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of a DSP order shall be the sole responsibility of Supplier and the DSP Participant.

Should VITA partially or entirely revoke or otherwise suspend any DSP Participant's participation in the DSP, the suspension or termination of ordering privileges will be considered effective upon written notice to Supplier and the affected DSP Participant. Direct billing for Services may continue unless otherwise revoked. VITA will give Supplier sixty (60) days advance written notice of any complete suspension or termination of DSP participation. During this period, VITA and Supplier will take appropriate action to transfer ordering and billing functions back to VITA.

Should VITA at any time cancel the DSP, with respect to this Contract, in whole or in part, VITA will provide Supplier sixty (60) days advance written notice of such cancellation, and VITA and Supplier will take appropriate action to transfer ordering and/or billing functions back to VITA.

**B. E-rate**

Supplier agrees to make available all E-rate Eligible Services as listed and priced herein to any DSP Participant which is an Eligible Entity. Supplier agrees to provide the Services directly to the Eligible Entity, and to bill each Eligible Entity directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Service problems as well as administration of this Contract for E-rate participation shall be the sole responsibility of Supplier.



Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to Eligible Entities on behalf, and for the benefit, of those Eligible Entities. The Supplier also agrees to maintain those qualifications, and to assist Eligible Entities in applying for and receiving these allocations/disbursements.

**C. Telecommunications Service Orders**

VITA and any DSP Participants shall have the exclusive authority to order Services. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth or the DSP Participant; and (iii) identify the Service(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Notification if the standard installation interval will not be met;
- iv). Verification of the charge for each item (Service) to be provided, and;
- v). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C. A DSP Participant may use a TSO or other similar form when placing orders for Service.

**D. Ordering Officer(s)**

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

**E. Purchase Price and Price Protection**

Exhibit A, Pricing, sets forth the allowable contract fees. No -Authorized User will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforereferenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA may pursue any remedies available at law or in equity with regard to such failure to comply.

**F. Service Offering Updates**

Suppliers may submit changes to the awarded zip code coverage area to VITA for the services identified in Exhibit A, Pricing, at any time during the contract period.

Supplier may submit proposed changes to technologies, and contract pricing to VITA once per year, June 1 – June 30, during each year of the contract term. Proposed changes will be reviewed solely by VITA, and may be implemented at the sole discretion of VITA. Proposals must include written documentation demonstrating the additional value to the Commonwealth.

#### **G. Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, for those services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

VITA expects the Supplier to deliver to VITA one consolidated monthly invoice in a "flat" data format that can be electronically manipulated (e.g. Excel, CSV) for all services ordered by and billable to VITA pursuant to this Contract. Files should not be submitted in a format that cannot be manipulated (e.g. PDF, or any relational database file). Supplier shall also deliver a hard copy of the monthly invoice for payment remittance. VITA shall not be obligated to pay against an invoice that is not readable or not verifiable. All services shall be in the same billing cycle, and the billing file shall be delivered within 8 business days from the close of the billing cycle.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA, shall provide VITA with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

#### **H. Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which Authorized User is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other Authorized User.

### **8. CONFIDENTIALITY**

#### **A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any other Authorized User recipient

of Supplier's Services, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such Authorized User that are bound by non-disclosure agreements with VITA or such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

#### **B. Exclusions**

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

#### **C. Return or Destruction**

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA, or the Authorized User recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

### **9. SMALL BUSINESS PROCUREMENT AND SUBCONTRACTING REPORTING**

In addition to all reports identified in the Requirements, Supplier is required to submit to VITA the following monthly reports:

- Small Business Procurement and Subcontracting Report

This report must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>

Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

In conjunction with the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA within 30 days of the date of expiration of the contract an accompanying statement certifying that Supplier has fully complied with the Contract's Small Business (SWaM) Procurement Plan, and if Supplier has not fully complied, provide a written explanation of any variances between such Plan and the actual participation. The Supplier's compliance confirmation and/or written explanation of variance shall be maintained by VITA, in the contract file.

Failure by Supplier to comply with its contractually obligated Small Business (SWaM) Procurement Plan may prohibit or delay any renewals of the Contract. Also, Supplier's failure to comply with its Small Business (SWaM) Procurement Plan or to explain any variance between the proposed Plan and actual SWaM subcontracting spend may result in the withholding of any final payment due Supplier.

Failure to comply with all reporting requirements may result in default of the Contract.

#### **10. SUPPLIER'S REPORT OF SALES AND INDUSTRIAL FUNDING ADJUSTMENT**

Supplier shall submit the "Monthly Sales Information" and Industrial Funding Adjustment (IFA) payments using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>.

Compliance with this Section is material to this Contract. Failure to comply with reporting, payment and distribution requirements of this section may result in breach of the Contract.

#### **11. LIABILITY AND INDEMNIFICATION**

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, or any other Authorized User recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized Users) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized Users to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public Authorized Users may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected Authorized Users for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative service in the event such Authorized User cannot use the affected Services.

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi)

Supplier's security compliance obligations, Supplier's liability for direct damages shall be limited to twice the aggregate value of the Services and Deliverables provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

## **12. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then current security procedures of VITA (found at <https://www.vita.virginia.gov/library/default.aspx?id=537>) or a successor URL(s)), as are pertinent to Supplier's operation and have been supplied to Supplier by VITA or such Authorized User and further agrees to comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the end user Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold VITA, the Commonwealth, and any other Authorized User recipient of Supplier's Services, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Commonwealth, and any other Authorized User recipient of Supplier's Services, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

## **13. IMPORT/EXPORT**

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

## **14. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an

executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

## 15. GENERAL PROVISIONS

### A. **Relationship between VITA, other Authorized Users, and Supplier**

Supplier has no authority to contract for VITA or any other Authorized User or in any way to bind, to commit VITA or any other Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any other Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any other Authorized User, and neither VITA nor any other Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any other Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any other Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

### B. **Licenses and Permits**

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

### C. **Incorporated Contractual Provisions**

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

[http://www.vita.virginia.gov/uploadedfiles/vita\\_main\\_public/scm/statutorilymandatedsandcs.pdf](http://www.vita.virginia.gov/uploadedfiles/vita_main_public/scm/statutorilymandatedsandcs.pdf),

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at [http://www.vita.virginia.gov/uploadedfiles/vita\\_main\\_public/scm/evatsandcs.pdf](http://www.vita.virginia.gov/uploadedfiles/vita_main_public/scm/evatsandcs.pdf), also incorporated by reference.

The contractual claims provision at §2.2-4363 of the Code of Virginia is also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

### D. **Compliance with the Federal Lobbying Act**

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

**E. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body or a private institution of higher education, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any other Authorized User or refer to VITA or any other Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or any other Authorized User without receiving the prior written consent of VITA or such Authorized User.

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

**I. No Waiver**

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

**J. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**K. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**L. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**M. Survival**

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

Performance of an order issued during the term of this Contract for E-rate Eligible Services for which an Eligible Entity has applied for funding shall, at the Eligible Entity's request, survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until the completion of the E-rate funding year for which such funding has been requested.

Performance of an order issued during the term of this Contract for a three year service term may survive the expiration of the term of this contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until the completion of the three year service term.

**N. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this



section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

**O. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

**P. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract, whether provided to VITA or a DSP Participant. VITA's right to audit shall be limited as follows:

- Three (3) years from Service performance date;
- Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any other Authorized User.

**Q. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at: <http://www.tax.virginia.gov/> Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

**R. Acceptable Use Policy**

If Supplier has an acceptable use policy, it will provide a copy of its Acceptable Use Policy (AUP) to be included as an exhibit to this Contract prior to execution. Supplier's AUP is, with the exceptions noted below, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by VITA, 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 specifically agree that:

- a) In the event of a conflict between this Contract and the AUP, the Contract shall control;
- b) In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
  - i. Request that the revision be rescinded;
  - ii. Request that the revision be waived as to VITA or other Authorized Users receiving Services under this Contract;
- c) If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

**S. Travel**

Any travel expenses incurred by Supplier pursuant to this Contract shall be pre-approved by VITA and shall be reimbursable by VITA at the then-current per diem amounts as published by the Virginia Department of Accounts:

[http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Topics\\_Cardinal/20335-2015.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics_Cardinal/20335-2015.pdf) or a successor URL(s)). If the Authorized User is a private institution of higher education which is listed at <http://www.cicv.org/Our-Colleges/Profiles.aspx>, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses.

**T. Contract Administration and Account Management**

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

**U. Entire Contract**

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

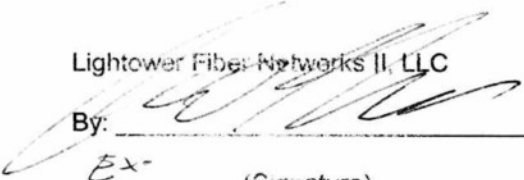
- Exhibit A Pricing
- Exhibit B Service Requirements
- Exhibit C Telecommunications Service Order (TSO) Example
- Exhibit D Certification Regarding Lobbying
- Exhibit E Individuals Authorized to Order Services
- Exhibit F Acceptable Use Policy [if applicable]
- Exhibit G Quarterly Performance Report

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit C, Exhibit D, Exhibit E, Exhibit G, Exhibit F and then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

VITA  
By:   
(Signature)

Lighttower Fiber Networks II, LLC  
By:   
Ex- (Signature)

Name: Nelson Mac

(Print)

Title: CIO

Date: 12/3/2015

Name: David L. Mayer

(Print)

Title: Executive VP

Date: 11/12/2015

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Address for Notice:

Lightower Fiber Networks  
80 Central Street  
Boxborough, MA 01719

Attention: Contract Administrator

## EXHIBIT A – PRICING

All prices are inclusive of all applicable taxes, surcharges, and fees.

<b>Lighttower</b>	
Voice Installation Fee	N/A
Unlimited Voice Monthly Fee	N/A
Hourly Time & Materials fee	N/A
First Static IP Fee	0.00
Additional Static IP Fee	0.00

<b>Tiered Technology</b>	<b>Tier</b>	<b>Standard Installation Fee</b>	<b>Monthly Service Fee (No Term)</b>	<b>Monthly Service Fee (3-Year Term)</b>	<b>Minimum Upload Speed</b>
<i>Ethernet Private Line, Point to Point, Basic</i>	2	250.00	504.96	441.84	
<i>Ethernet Private Line, Point to Point, Basic</i>	3	250.00	510.22	447.10	
<i>Ethernet Private Line, Point to Point, Basic</i>	4	250.00	515.48	452.36	
<i>Ethernet Private Line, Point to Point, Basic</i>	5	250.00	531.26	462.88	
<i>Ethernet Private Line, Point to Point, Basic</i>	6	250.00	657.50	573.34	
<i>Ethernet Private Line, Point to Point, Basic</i>	7	250.00	757.44	657.50	
<i>Ethernet Private Line, Point to Point, Basic</i>	8	250.00	841.60	731.14	
<i>Ethernet Private Line, Point to Point, Basic</i>	9	250.00	936.28	815.30	
<i>Ethernet Private Line, Point to Point, Basic</i>	10	250.00	1036.22	899.46	
<i>Ethernet Private Line, Point to Point, Basic</i>	11	250.00	1115.12	967.84	
<i>Ethernet Private Line, Point to Point, Basic</i>	12	500.00	1325.52	1060.42	
<i>Ethernet Private Line, Point to Point, Basic</i>	13	500.00	2019.84	1615.87	
<i>Ethernet Private Line, Point to Point, Basic</i>	14	500.00	2272.32	1817.86	
<i>Ethernet Private Line, Point to Point, Basic</i>	15	500.00	2608.96	2087.17	
<i>Ethernet Private Line, Point to Point, Basic</i>	16	500.00	2840.40	2272.32	
<i>Ethernet Private Line, Point to Point, Premium</i>	2	250.00	568.08	494.44	
<i>Ethernet Private Line, Point to Point, Premium</i>	3	250.00	573.34	504.96	
<i>Ethernet Private Line, Point to Point, Premium</i>	4	250.00	578.60	510.22	
<i>Ethernet Private Line, Point to Point, Premium</i>	5	250.00	599.64	520.74	
<i>Ethernet Private Line, Point to Point, Premium</i>	6	250.00	731.14	636.46	
<i>Ethernet Private Line, Point to Point, Premium</i>	7	250.00	857.38	741.66	
<i>Ethernet Private Line, Point to Point, Premium</i>	8	250.00	962.58	836.34	
<i>Ethernet Private Line, Point to Point, Premium</i>	9	250.00	1078.30	941.54	

<i>Premium</i>					
<i>Ethernet Private Line, Point to Point, Premium</i>	10	250.00	1204.54	1046.74	
<i>Ethernet Private Line, Point to Point, Premium</i>	11	250.00	1304.48	1130.90	
<i>Ethernet Private Line, Point to Point, Premium</i>	12	500.00	1524.35	1219.48	
<i>Ethernet Private Line, Point to Point, Premium</i>	13	500.00	2322.82	1858.25	
<i>Ethernet Private Line, Point to Point, Premium</i>	14	500.00	2613.17	2090.53	
<i>Ethernet Private Line, Point to Point, Premium</i>	15	500.00	3000.30	2400.24	
<i>Ethernet Private Line, Point to Point, Premium</i>	16	500.00	3266.46	2613.17	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	2	250.00	504.96	441.84	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	3	250.00	510.22	447.10	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	4	250.00	515.48	452.36	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	5	250.00	531.26	462.88	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	6	250.00	804.78	699.58	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	7	250.00	909.98	789.00	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	8	250.00	1009.92	878.42	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	9	250.00	1120.38	973.10	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	10	250.00	1215.06	1057.26	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	11	250.00	1336.04	1162.46	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	12	500.00	1641.12	1312.90	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	13	500.00	2356.48	1885.18	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	14	500.00	2714.16	2171.33	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	15	500.00	3198.08	2558.46	
<i>Ethernet Private Line, Multipoint to Multipoint, Basic</i>	16	500.00	3366.40	2693.12	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	2	250.00	568.08	494.44	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	3	250.00	573.34	504.96	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	4	250.00	578.60	510.22	

<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	5	250.00	599.64	520.74	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	6	250.00	915.24	794.26	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	7	250.00	1046.74	909.98	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	8	250.00	1172.98	1020.44	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	9	250.00	1309.74	1136.16	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	10	250.00	1430.72	1241.36	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	11	250.00	1578.00	1372.86	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	12	500.00	1887.29	1509.83	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	13	500.00	2709.95	2167.96	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	14	500.00	3121.28	2497.03	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	15	500.00	3677.79	2942.23	
<i>Ethernet Private Line, Multipoint to Multipoint, Premium</i>	16	500.00	3871.36	3097.09	
<i>Dedicated Internet Access</i>	2	250.00	650.00	555.00	5Mb
<i>Dedicated Internet Access</i>	3	250.00	655.00	560.00	10Mb
<i>Dedicated Internet Access</i>	4	250.00	660.00	565.00	20Mb
<i>Dedicated Internet Access</i>	5	250.00	675.00	575.00	40Mb
<i>Dedicated Internet Access</i>	6	250.00	935.00	800.00	100Mb
<i>Dedicated Internet Access</i>	7	250.00	1060.00	915.00	200Mb
<i>Dedicated Internet Access</i>	8	250.00	1310.00	1145.00	400Mb
<i>Dedicated Internet Access</i>	9	250.00	1565.00	1375.00	600Mb
<i>Dedicated Internet Access</i>	10	250.00	1825.00	1610.00	800Mb
<i>Dedicated Internet Access</i>	11	250.00	2830.00	2525.00	1000Mb
<i>Dedicated Internet Access</i>	12	500.00	6200.00	5260.00	2000Mb
<i>Dedicated Internet Access</i>	13	500.00	11440.00	9720.00	4000Mb

<i>Dedicated Internet Access</i>	14	500.00	16020.00	13620.00	6000Mb
<i>Dedicated Internet Access</i>	15	500.00	20720.00	17600.00	8000Mb
<i>Dedicated Internet Access</i>	16	500.00	25000.00	21300.00	10000Mb
<i>Metro-E Advanced Private Line</i>	11	500.00	2945.60	2630.00	1000Mb
<i>Metro-E Advanced Private Line</i>	12	500.00	3261.20	2945.60	2000Mb
<i>Metro-E Advanced Private Line</i>	13	500.00	3892.40	3576.80	4000Mb
<i>Metro-E Advanced Private Line</i>	14	500.00	4523.60	4208.00	6000Mb
<i>Metro-E Advanced Private Line</i>	15	500.00	5154.80	4839.20	8000Mb
<i>Metro-E Advanced Private Line</i>	16	500.00	5786.00	5470.40	10000Mb
<i>Ethernet Private Line over DWDM</i>	11	500.00	2419.60	2104.00	1000Mb
<i>Ethernet Private Line over DWDM</i>	16	500.00	3997.60	3682.00	10000Mb

<b>Zip</b>	<b>Ethernet Private Line, Point to Point, Basic</b>	<b>Ethernet Private Line, Point to Point, Premium</b>	<b>Ethernet Private Line, Multipoint to Multipoint, Basic</b>	<b>Ethernet Private Line, Multipoint to Multipoint, Premium</b>	<b>Dedicated Internet Access</b>	<b>Metro-E Advanced Private Line</b>	<b>Ethernet Private Line over DWDM</b>
20036	Y	Y	Y	Y	Y	Y	
20041	Y	Y	Y	Y	Y	Y	
20109	Y	Y	Y	Y	Y	Y	
20110	Y	Y	Y	Y	Y	Y	
20111	Y	Y	Y	Y	Y	Y	
20119	Y	Y	Y	Y	Y	Y	
20120	Y	Y	Y	Y	Y	Y	
20121	Y	Y	Y	Y	Y	Y	
20136	Y	Y	Y	Y	Y	Y	
20137	Y	Y	Y	Y	Y	Y	
20143	Y	Y	Y	Y	Y	Y	
20147	Y	Y	Y	Y	Y	Y	
20151	Y	Y	Y	Y	Y	Y	
20152	Y	Y	Y	Y	Y	Y	

20155	Y	Y	Y	Y	Y	Y	
20164	Y	Y	Y	Y	Y	Y	
20166	Y	Y	Y	Y	Y	Y	
20169	Y	Y	Y	Y	Y	Y	
20170	Y	Y	Y	Y	Y	Y	
20171	Y	Y	Y	Y	Y	Y	
20181	Y	Y	Y	Y	Y	Y	
20186	Y	Y	Y	Y	Y	Y	
20187	Y	Y	Y	Y	Y	Y	
20190	Y	Y	Y	Y	Y	Y	
20191	Y	Y	Y	Y	Y	Y	
20192	Y	Y	Y	Y	Y	Y	
20198	Y	Y	Y	Y	Y	Y	
22027	Y	Y	Y	Y	Y	Y	
22031	Y	Y	Y	Y	Y	Y	
22033	Y	Y	Y	Y	Y	Y	
22041	Y	Y	Y	Y	Y	Y	
22042	Y	Y	Y	Y	Y	Y	
22043	Y	Y	Y	Y	Y	Y	
22044	Y	Y	Y	Y	Y	Y	
22046	Y	Y	Y	Y	Y	Y	
22060	Y	Y	Y	Y	Y	Y	
22079	Y	Y	Y	Y	Y	Y	
22101	Y	Y	Y	Y	Y	Y	
22102	Y	Y	Y	Y	Y	Y	
22124	Y	Y	Y	Y	Y	Y	
22150	Y	Y	Y	Y	Y	Y	
22151	Y	Y	Y	Y	Y	Y	
22180	Y	Y	Y	Y	Y	Y	
22181	Y	Y	Y	Y	Y	Y	
22182	Y	Y	Y	Y	Y	Y	
22201	Y	Y	Y	Y	Y	Y	
22202	Y	Y	Y	Y	Y	Y	
22203	Y	Y	Y	Y	Y	Y	
22204	Y	Y	Y	Y	Y	Y	
22205	Y	Y	Y	Y	Y	Y	
22206	Y	Y	Y	Y	Y	Y	
22209	Y	Y	Y	Y	Y	Y	
22211	Y	Y	Y	Y	Y	Y	
22213	Y	Y	Y	Y	Y	Y	
22301	Y	Y	Y	Y	Y	Y	



22302	Y	Y	Y	Y	Y	Y	
22303	Y	Y	Y	Y	Y	Y	
22305	Y	Y	Y	Y	Y	Y	
22310	Y	Y	Y	Y	Y	Y	
22311	Y	Y	Y	Y	Y	Y	
22312	Y	Y	Y	Y	Y	Y	
22314	Y	Y	Y	Y	Y	Y	
22315	Y	Y	Y	Y	Y	Y	
22401	Y	Y	Y	Y	Y	Y	
22407	Y	Y	Y	Y	Y	Y	
22408	Y	Y	Y	Y	Y	Y	
22436	Y	Y	Y	Y	Y	Y	
22437	Y	Y	Y	Y	Y	Y	
22438	Y	Y	Y	Y	Y	Y	
22454	Y	Y	Y	Y	Y	Y	
22476	Y	Y	Y	Y	Y	Y	
22504	Y	Y	Y	Y	Y	Y	
22508	Y	Y	Y	Y	Y	Y	
22509	Y	Y	Y	Y	Y	Y	
22535	Y	Y	Y	Y	Y	Y	
22538	Y	Y	Y	Y	Y	Y	
22553	Y	Y	Y	Y	Y	Y	
22560	Y	Y	Y	Y	Y	Y	
22580	Y	Y	Y	Y	Y	Y	
22701	Y	Y	Y	Y	Y	Y	
22712	Y	Y	Y	Y	Y	Y	
22714	Y	Y	Y	Y	Y	Y	
22715	Y	Y	Y	Y	Y	Y	
22718	Y	Y	Y	Y	Y	Y	
22724	Y	Y	Y	Y	Y	Y	
22725	Y	Y	Y	Y	Y	Y	
22726	Y	Y	Y	Y	Y	Y	
22727	Y	Y	Y	Y	Y	Y	
22728	Y	Y	Y	Y	Y	Y	
22731	Y	Y	Y	Y	Y	Y	
22734	Y	Y	Y	Y	Y	Y	
22735	Y	Y	Y	Y	Y	Y	
22737	Y	Y	Y	Y	Y	Y	
22741	Y	Y	Y	Y	Y	Y	
22901	Y	Y	Y	Y	Y	Y	
22903	Y	Y	Y	Y	Y	Y	

22911	Y	Y	Y	Y	Y	Y	
22920	Y	Y	Y	Y	Y	Y	
22923	Y	Y	Y	Y	Y	Y	
22932	Y	Y	Y	Y	Y	Y	
22936	Y	Y	Y	Y	Y	Y	
22939	Y	Y	Y	Y	Y	Y	
22943	Y	Y	Y	Y	Y	Y	
22968	Y	Y	Y	Y	Y	Y	
22980	Y	Y	Y	Y	Y	Y	
23032	Y	Y	Y	Y	Y	Y	
23040	Y	Y	Y	Y	Y	Y	
23061	Y	Y	Y	Y	Y	Y	
23062	Y	Y	Y	Y	Y	Y	
23079	Y	Y	Y	Y	Y	Y	
23112	Y	Y	Y	Y	Y	Y	
23113	Y	Y	Y	Y	Y	Y	
23114	Y	Y	Y	Y	Y	Y	
23139	Y	Y	Y	Y	Y	Y	
23149	Y	Y	Y	Y	Y	Y	
23175	Y	Y	Y	Y	Y	Y	
23219	Y	Y	Y	Y	Y	Y	
23220	Y	Y	Y	Y	Y	Y	
23222	Y	Y	Y	Y	Y	Y	
23224	Y	Y	Y	Y	Y	Y	
23225	Y	Y	Y	Y	Y	Y	
23235	Y	Y	Y	Y	Y	Y	
23236	Y	Y	Y	Y	Y	Y	
23320	Y	Y	Y	Y	Y	Y	
23322	Y	Y	Y	Y	Y	Y	
23323	Y	Y	Y	Y	Y	Y	
23324	Y	Y	Y	Y	Y	Y	
23325	Y	Y	Y	Y	Y	Y	
23502	Y	Y	Y	Y	Y	Y	
23503	Y	Y	Y	Y	Y	Y	
23504	Y	Y	Y	Y	Y	Y	
23513	Y	Y	Y	Y	Y	Y	
23518	Y	Y	Y	Y	Y	Y	
23523	Y	Y	Y	Y	Y	Y	
23601	Y	Y	Y	Y	Y	Y	
23602	Y	Y	Y	Y	Y	Y	
23603	Y	Y	Y	Y	Y	Y	

23606	Y	Y	Y	Y	Y	Y	
23608	Y	Y	Y	Y	Y	Y	
23661	Y	Y	Y	Y	Y	Y	
23663	Y	Y	Y	Y	Y	Y	
23666	Y	Y	Y	Y	Y	Y	
23669	Y	Y	Y	Y	Y	Y	
23690	Y	Y	Y	Y	Y	Y	
23827	Y	Y	Y	Y	Y	Y	
23828	Y	Y	Y	Y	Y	Y	
23832	Y	Y	Y	Y	Y	Y	
23847	Y	Y	Y	Y	Y	Y	
23856	Y	Y	Y	Y	Y	Y	
23868	Y	Y	Y	Y	Y	Y	
23915	Y	Y	Y	Y	Y	Y	
23917	Y	Y	Y	Y	Y	Y	
23920	Y	Y	Y	Y	Y	Y	
23921	Y	Y	Y	Y	Y	Y	
23927	Y	Y	Y	Y	Y	Y	
23936	Y	Y	Y	Y	Y	Y	
23950	Y	Y	Y	Y	Y	Y	
23970	Y	Y	Y	Y	Y	Y	
24012	Y	Y	Y	Y	Y	Y	
24014	Y	Y	Y	Y	Y	Y	
24018	Y	Y	Y	Y	Y	Y	
24019	Y	Y	Y	Y	Y	Y	
24020	Y	Y	Y	Y	Y	Y	
24054	Y	Y	Y	Y	Y	Y	
24055	Y	Y	Y	Y	Y	Y	
24064	Y	Y	Y	Y	Y	Y	
24065	Y	Y	Y	Y	Y	Y	
24066	Y	Y	Y	Y	Y	Y	
24069	Y	Y	Y	Y	Y	Y	
24077	Y	Y	Y	Y	Y	Y	
24078	Y	Y	Y	Y	Y	Y	
24090	Y	Y	Y	Y	Y	Y	
24102	Y	Y	Y	Y	Y	Y	
24112	Y	Y	Y	Y	Y	Y	
24122	Y	Y	Y	Y	Y	Y	
24151	Y	Y	Y	Y	Y	Y	
24153	Y	Y	Y	Y	Y	Y	
24174	Y	Y	Y	Y	Y	Y	

24175	Y	Y	Y	Y	Y	Y	
24401	Y	Y	Y	Y	Y	Y	
24416	Y	Y	Y	Y	Y	Y	
24435	Y	Y	Y	Y	Y	Y	
24440	Y	Y	Y	Y	Y	Y	
24450	Y	Y	Y	Y	Y	Y	
24472	Y	Y	Y	Y	Y	Y	
24477	Y	Y	Y	Y	Y	Y	
24501	Y	Y	Y	Y	Y	Y	
24502	Y	Y	Y	Y	Y	Y	
24504	Y	Y	Y	Y	Y	Y	
24520	Y	Y	Y	Y	Y	Y	
24522	Y	Y	Y	Y	Y	Y	
24523	Y	Y	Y	Y	Y	Y	
24529	Y	Y	Y	Y	Y	Y	
24538	Y	Y	Y	Y	Y	Y	
24540	Y	Y	Y	Y	Y	Y	
24541	Y	Y	Y	Y	Y	Y	
24551	Y	Y	Y	Y	Y	Y	
24553	Y	Y	Y	Y	Y	Y	
24555	Y	Y	Y	Y	Y	Y	
24556	Y	Y	Y	Y	Y	Y	
24578	Y	Y	Y	Y	Y	Y	
24579	Y	Y	Y	Y	Y	Y	
24586	Y	Y	Y	Y	Y	Y	
24589	Y	Y	Y	Y	Y	Y	
24592	Y	Y	Y	Y	Y	Y	
24593	Y	Y	Y	Y	Y	Y	
24594	Y	Y	Y	Y	Y	Y	
24598	Y	Y	Y	Y	Y	Y	
23072	Y	Y	Y	Y	Y	Y	

## EXHIBIT B – SERVICE REQUIREMENTS

### 1. DESCRIPTION OF SERVICES

#### A. Broadband Technologies

Broadband technologies include: Ethernet Private Line inclusive of Point-to-Point and Multipoint-to-Multipoint (basic and premium), Dedicated Internet Access, Metro-E Advanced Private Line, and Ethernet Private Line over DWDM.

#### B. Broadband Speed

Suppliers are required to classify their offered technology type according to the following bandwidth tiers:

Tier	Min. Download Speed
1	<1 Mbps
2	<5 Mbps
3	10 Mbps
4	20 Mbps
5	40 Mbps
6	100 Mbps
7	200 Mbps
8	400 Mbps
9	600 Mbps
10	800 Mbps
11	1,000 Mbps
12	2,000 Mbps
13	4,000 Mbps
14	6,000 Mbps
15	8,000 Mbps
16	10,000 Mbps

#### C. PRI Services

PRI services are not available.

#### D. Standard Installation

All Services are to be installed to a location accessible to the users' equipment (e.g. router or computer). The provider installed equipment is to provide an Ethernet or fiber connection for customer's use. Standard installation includes activation, testing, and customer verification that the requested services are working.

#### E. Time and Materials Hourly Rate

Rate is not available.

#### F. Special Construction Charges

Special construction charges are allowed on an individual case basis. The customer must be provided an estimate in advance and given the option to proceed or cancel the order and the charges must be billed directly to the eligible end user. Special construction charges may be paid in a lump sum or amortized and will be charged as a separate line item.

G. Monthly Service

Monthly service pricing may be available in two options 1) month to month service pricing (no minimum service terms), and 2) three year fixed term pricing with the goal of reducing investment risks for suppliers and to reduce costs for the commonwealth. See Exhibit A, Pricing, for the applicable monthly service pricing.

All monthly charges for services are to include use and service for all supplier provided equipment. All equipment needed to install the service shall be provided, maintained, and supported by the supplier.

H. Static IP Address

Static IP addresses are available as a separate feature to the customer if not included in the standard service offering. See Exhibit A, Pricing, for the applicable Static IP address pricing.

I. Optional Unlimited Voice Service

Voice services are not available.

J. Optional Television Services

Television services are not available.

K. Locations

See Exhibit A, Pricing, for a list of zip codes where the Supplier has reported service availability.

L. Installation Date

The Supplier shall install Services within ten (10) business days of its receipt of a valid order from VITA or a designated DSP Participant.

If Supplier will not be able to complete installation within ten (10) business days of its receipt of the order, Supplier shall propose a firm installation date no later than three (3) business days after its receipt of the order. VITA or the DSP Participant may, in its sole discretion accept the proposed installation date or rescind its order without liability by giving Supplier notice within three (3) business days of its receipt of the proposed alternative installation date.

Supplier's failure to comply with the identified time frames shall be deemed a default, and VITA may, at its sole discretion and in addition to all other available remedies, exercise its rights pursuant to the Term and Termination section of this Contract. Supplier shall not be deemed in default if its failure to comply is a result of the failure of the public body which is to receive Supplier's Services to provide any necessary access or support as identified in the applicable order.

M. Installation

Unless otherwise authorized in writing by VITA or the DSP Participant, Supplier shall not, in performing installation Services, interfere with the any existing telecommunications cabling systems of the public body which is the recipient of Supplier's Services in a manner that causes operational outages. Notwithstanding the foregoing, in the event that temporary modifications to the existing telecommunications cabling systems become necessary to complete the installation

of the new service, the Supplier shall notify the on-site point of contact for the public body which is the recipient of Supplier's Services of such need and shall schedule a mutually agreeable time for such modifications to be completed.

N. Acceptance

Service(s) shall be deemed accepted when VITA or the DSP Participant determines that the Services ordered meet the requirements or written criteria set forth herein and/or the applicable order. VITA or the DSP Participant shall commence Acceptance testing within a reasonable time period after commencement/performance of the Service or within such longer time period mutually agreed upon by the Parties to the order. VITA shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the DSP Participant, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's Services fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the DSP Participant may require the Supplier to re-perform such Services.

Supplier agrees to provide to VITA such assistance and advice as VITA may reasonably require, at no additional cost, during such Acceptance testing. Any travel expenses not included in the fixed price of an order must be pre-approved by VITA or the DSP Participant and shall be reimbursable by VITA or the DSP Participant at the then-current per diem amounts as published by the Virginia Department of Accounts ([http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Topics\\_Cardinal/20335-2015.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics_Cardinal/20335-2015.pdf), or a successor URL(s)). DSP Participants who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

Acceptance shall be effective for the purpose of making payment for Services, as applicable, provided, however, Acceptance by VITA or the DSP Participant following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or the DSP Participant after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default".

O. Service Levels and Remedies

Supplier shall provide a telephone number(s) for the reporting of technical support and service problems encountered by VITA, or the DSP Participant, which is the recipient of Supplier's Services. The technical support contact shall be staffed and available twenty-four hours per day, seven days a week, including weekends and holidays.

Supplier shall provide Services with an aggregate availability of ninety-nine percent (99%) during each three-month period during the Contract term to VITA and DSP Participants under this Contract.

VITA or the DSP Participant shall be credited twenty percent (20%) of the applicable monthly service charges for each occurrence during which VITA or the public body which is the recipient of Supplier's Services is denied use of the Service due to failure of the Supplier's Service or Supplier-provided equipment failures and disruptions for eight (8) or more consecutive hours. A

separate twenty-percent credit shall apply to the each 24-hour period, of a failure or disruption, beginning with the commencement of the failure or disruption, until it is resolved.

Any performance credit due to VITA or the DSP Participant should be applied to the appropriate account on the next billing cycle after the service outage.

**Supplier may have additional Service Levels and Remedies specific to the services provided under this Contract and Authorized Users of this Contract are authorized to accept any additional service levels above and beyond the minimums listed here. However, if these contain any language that is in conflict with the terms and conditions in this Contract document, the Contract document shall take precedence. Authorized Users are not required to sign any alternative agreement with Supplier and are not permitted to sign any agreements that contain terms and conditions that conflict with this Contract.**

## 2. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers within each technology service type in order to determine the best solution for the Commonwealth.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Service(s) by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

**If the answer in column B below contains any language or embedded links that introduce conflicts with the terms and conditions in this Contract, the Contract will take precedence.**

### A. General

No.	Requirement	A	B
A-1	Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:  <a href="http://www.vita.virginia.gov/library/default.aspx?id=537">http://www.vita.virginia.gov/library/default.aspx?id=537</a>  If proposed solution does not, please provide details that specify the Standard/Policy and how	Y	



	Supplier's solution does not comply.		
A-2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: <a href="http://www.vita.virginia.gov/oversight/default.aspx?id=10344">http://www.vita.virginia.gov/oversight/default.aspx?id=10344</a> If not, please explain.	Y	
A-3	Does your proposal include multiple broadband technologies? Please describe all types of technologies (e.g. DSL, Fiber to the premise, Ethernet Private Line inclusive of Point-to-Point and Multipoint-to-Multipoint (basic and premium), Cable Modem, WISP, Satellite, other) offered in column B.	Y	<ul style="list-style-type: none"> <li>• Private Line = Unprotected EPL over DWDM</li> <li>• Ethernet Private Line, Point to Point, Basic = E-Line Basic CoS</li> <li>• Ethernet Private Line, Point to Point, Premium = E-Line Mission Critical CoS</li> <li>• Ethernet Private Line, Multipoint to Multipoint, Basic = E-LAN Basic CoS</li> <li>• Ethernet Private Line, Multipoint to Multipoint, Premium = E-LAN Mission Critical CoS</li> <li>• Dedicated Internet Access</li> <li>• Metro-E Advanced Private Line</li> <li>• Fiber to the Premise = Dark Fiber</li> </ul>
A-4	It is expected that monthly charges for services are to include use and service for all supplier provided equipment. All equipment needed for the requested service(s) to function shall be provided, maintained, and supported by the supplier.  Do you agree to comply with the above statements?	Y	
A-5	Does your organization currently have existing customers for each of the services for which you are offering?	Y	
A-6	Are there any technologies that your organization anticipates providing in the future that is not being offered today? Please list any future technologies that your organization may provide in the next 6 months.	N	
A-7	Will your organization provide technical resources to assist customers in selecting the appropriate technology and services to fulfill their business needs? Please explain.	Y	Lightower local sales team including sales executives, engineering and operations will assist customers in selecting the appropriate technology to fulfill their business needs and budget.

A-8	Is your organization registered as a Universal Service Fund (USF) Participant?  If yes, please provide your SPIN number in column B.	Y	SPIN # 143005274
A-9	Does your proposal include an acceptable use policy (AUP) for internet services?	Y	Lightower has attached its AUP to this response.

**Supplier Broadband Service Offering**  
**Minimum upload speed of each proposed offering to be entered into the table by supplier**

Tier	Minimum Download Speed	Minimum Upload Speed				DIA
				Ethernet Services	Ethernet Private Line DWDM	
1	<1 Mbps					
2	< 5 Mbps					
3	10 Mbps			10 Mbps		10 Mbps
4	20 Mbps			20 Mbps		20 Mbps
5	40 Mbps			40 Mbps		40 Mbps
6	100 Mbps			100 Mbps		100 Mbps
7	200 Mbps			200 Mbps		200 Mbps
8	400 Mbps			400 Mbps		400 Mbps
9	600 Mbps			600 Mbps		600 Mbps
10	800 Mbps			800 Mbps		800 Mbps
11	1,000 Mbps			1,000 Mbps	1,000 Mbps	1,000 Mbps
12	2,000 Mbps			2,000 Mbps	2,000 Mbps	2,000 Mbps
13	4,000 Mbps			4,000 Mbps	4,000 Mbps	4,000 Mbps
14	6,000 Mbps			6,000 Mbps	6,000 Mbps	6,000 Mbps
15	8,000 Mbps			8,000 Mbps	8,000 Mbps	8,000 Mbps
16	10,000 Mbps			10,000 Mbps	10,000 Mbps	10,000 Mbps

\*\*\*Please note that all Lightower services proposed are asynchronous. Dark Fiber and Fiber to the premise bandwidth is controlled by the customer.

**B. PRI Services**

No.	Requirement	A	B
B-1	Does your proposal include PRI services?	N	
B-2	If yes to B-1, are you proposing flat rate and/or message rate PRI? Please describe in detail.		
B-3	Does your PRI offering include available features? Please list all		

	proposed features in the same format in which they would be billed.		
--	---	--	--

**C. Other Services**

No.	Requirement	A	B
C-1	Do your proposed broadband service(s) provide the options of static IP addresses?	Y	Lightower will provide as many static IP's as justified via an IP justification form
C-2	If yes to C-1, will your broadband service include one static IP address with your standard service offering?  If no, can it be added at the customer's option?	Y	
C-3	The Commonwealth defines the unlimited voice service as a flat rate business line that includes basic voice mail features and unlimited local and domestic long distance services.  Does your proposal include unlimited voice service as defined above?  If yes, please list all included features for your voice service offering.	N	
C-4	Is your organization offering business television services? Please list the networks offered in each business package proposed.	N	

**D. Installation and Support Services**

No.	Requirement	A	B
D-1	VITA will utilize the TSO process to order services as described in the RFP under Section 4. Present Situation, B. Scope of this Solicitation, 12. Ordering Process.  Does your organization agree to comply with the ordering process as defined?	Y	

D-2	Does your organization provide field technicians to perform installation services?  If yes, please list how many field technicians support installations for your defined service areas.	Y	Lighttower has sales engineers field technicians, project management and support team members in our defined service area.
D-3	Please explain how your organization provides 24/7 technical support and list all network support center locations.	Y	Lighttower has attached its NOC Overview to this response.
D-4	Does your organization have a process to resolve billing disputes?  If yes, please describe the process.	Y	Customer may in good faith dispute charges set forth in an invoice, provided Customer notifies Provider of such dispute in writing no later than sixty (60) days after the date of the invoice. Lighttower will adhere to sections G & H as outlined in VITA's Terms and Conditions.
D-5	Do your proposed services include service level agreements beyond the minimums listed in Exhibit B Service Requirements of the RFP 2015-17 Broadband Services Contract document? If yes, please describe.	Y	Lighttower has attached its Internet, Ethernet, Wavelength, and Dark Fiber Supplement to this response.
D-6	VITA is in the process of upgrading its telecommunications billing system. Will your organization work with VITA to provide electronic billing that is compatible with the new billing system?	Y	Lighttower will work with VITA to provide electronic billing that is compatible with the new billing system.
D-7	VITA expects the Supplier to deliver to VITA one consolidated monthly invoice in a "flat" data format that can be electronically manipulated (e.g. Excel, CSV) for all services ordered by and billable to VITA pursuant to this Contract.  Can your organization meet this requirement?	Y	
D-8	Does your proposal include a detailed organization chart with escalation points of contact for each service proposed?	Y	Lighttower has attached its organization chart and escalation process to this response.

## E. Pricing Schedule

No.	Requirement	A	B
E-1	Is your proposed pricing schedule complete?	Y	
E-2	Does your proposed pricing reflect reasonable pricing compared to current market conditions?	Y	
E-3	Does your proposed pricing reflect any discounts from your standard price list?	Y	
E-4	Is your organization willing to adjust its prices in the future to reflect changing market conditions?	Y	
E-5	Is your proposed rate for each technology and tier offered for all zip codes currently available?	Y	
E-6	Is your proposed rate for each technology and tier available for future zip codes offered (expansion)?	Y	

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO)  
EXAMPLE

PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER  
\*\*\* OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED \*\*\*

\* \* \* \* \*  
\* VTA ORDER NO : 704805-999-VTA PROJECT: MAM-0423 \*  
\* ACCOUNT NO. : VTA999 REQUESTED DUE DATE: 20070502 \*  
\* VTA CONTACT : MARGARET A. MORAN \*  
\* TELEPHONE : 804/371-8534 \*  
\* COPY TO : \*  
\* \* \* \* \*

\* VTA APPROVAL : \_\_\_\_\_ DATE: \_\_\_\_\_ \*  
\* \* \* \* \*

ACTIVITY CODE: 0136000 AGENCY LOG NO:  
AGENCY : VA INFORMATION TECHNOLOGIES AGY  
COORDINATOR : PAUL HOPPES, ALVIN SEAY  
ADDRESS : 110 SOUTH 7TH ST.  
CITY : RICHMOND  
STATE : VA ZIP: 23219  
TELEPHONE : 804/371-5580 \* \* \* \* \*

\* VENDOR : VIRGINIA INFORMATION TECHNOLOGIES AGENCY \*  
\* ADDRESS : 110 SOUTH 7TH STREET \*  
\* CITY : RICHMOND \*  
\* STATE : VA ZIP: 23219 \*  
\* REMARKS TO VENDOR: \*  
\* \* \* \* \*

\* SERVICE REP: \_\_\_\_\_ \*  
\* TELEPHONE : \_\_\_\_\_ DUE DATE: \_\_\_\_\_ \*  
\* S.O. NOS : \_\_\_\_\_ \*  
\* \* \* \* \*

\* REMARKS FROM VENDOR: \*  
\* \_\_\_\_\_ \*  
\* \_\_\_\_\_ \*  
\* \_\_\_\_\_ \*  
\* \* \* \* \*

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

CONTACT: JANE DOE  
SERVICE ADDRESS: 110 S. 7TH ST.  
RICHMOND, VA 23219

## EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

David L. Mayer, Executive VP

Organization:

Lightwave-Fiber-Networks IT, LLC

Date:

11/12/2015

## **EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

The following individuals are authorized by VITA to submit orders for services:

- Linda Brown
- Margaret Moran
- Pamela Wood-Henry



## EXHIBIT F – SUPPLIER’S ACCEPTABLE USE POLICY

Users of this contract must be aware of the Supplier’s Acceptable Use Policy below. Supplier must submit any requested changes to this policy to VITA for review. Changes to the policy are not valid unless incorporated into this contract via contract modification.

**If the Supplier’s Acceptable Use Policy, Service Supplements, or Service Level Agreements contain any language that is in conflict with the terms and conditions in this Contract, the Contract will govern.**

Supplier’s acceptable use policy (AUP) is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, or be added in a future revision, Supplier’s AUP cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form the parties hereto specifically agree that, notwithstanding any provisions appearing in the Supplier’s AUP, as referenced and incorporated herein, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) et seq. of the Code of Virginia;
4. Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier’s benefit;
5. Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;
6. Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Code of Virginia § 8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the AUP and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;
9. Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney’s fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with [§ 2.2-4363](#) et seq. of the Code of Virginia;
12. Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier’s own internal administrative purposes;

14. Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Not complying with the contractual claims provision [§ 2.2-4363](#) of the Code of Virginia which is also incorporated by reference;
19. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
20. Requiring that the Commonwealth waive its sovereign immunity or its immunity under the Eleventh Amendment;
21. Requiring that the Commonwealth, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
22. Requiring or construing that any provision in this AUP conveys any rights or interest in Commonwealth or Authorized User data to Supplier;
23. Permitting unilateral modification of the AUP by Supplier;
24. Permitting termination of internet services by Supplier for any reason not expressly stated in the AUP;
25. Requiring or stating that the terms of the Supplier's AUP shall prevail over the terms of this addendum in the event of conflict;
26. Permitting modification or the AUP without VITA's written acceptance;

**VITA, THE COMMONWEALTH OF VIRGINIA, AND ALL AUTHORIZED USERS SHALL NOT BE LIABLE TO SUPPLIER, INCLUDING SUPPLIER'S EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS, FOR ANY DAMAGES, CLAIMS, ACTIONS, INFRINGEMENTS, OR SUITS OF ANY KIND RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RESULTING FROM ANY INTERACTION, EITHER DIRECTLY OR INDIRECTLY, WITH ANY COMMONWEALTH OF VIRGINIA WEB PAGE, PORTAL, OR SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS PROVISION SHALL APPLY TO ANY SOFTWARE, APPLICATION, COMPONENT, SERVICE, LICENSE, OR DATA INTEGRATED INTO OR OTHERWISE ACCESSIBLE ON OR THROUGH ANY COMMONWEALTH OF VIRGINIA WEB PAGE, PORTAL, OR SERVICE, WHETHER OWNED OR LICENSED BY THE COMMONWEALTH OR ANY THIRD PARTY.**

## ACCEPTABLE USE POLICY

### INTRODUCTION AND SCOPE

#### General:

This Acceptable Use Policy ("AUP") sets forth acceptable practices relating to the use of Lighttower Fiber Networks' ("Lighttower") Internet services and corresponding network, equipment and facilities (collectively "Services"). All customers of Lighttower are required to comply with this AUP. Additionally, all users who gain access to the Lighttower Network and/or Lighttower's Services through Lighttower's customers must comply with this

AUP. Lighttower's customers and any user gaining access to the Internet through Lighttower's customers are collectively referred to herein as "Customers," "Users" or "you." Lighttower's customers who provide services to end users are responsible for such end users' compliance with the terms of this AUP and must take steps to ensure compliance by their users with this AUP. By using or accessing Lighttower's Services, Customers agree to be bound by the terms of this AUP. Lighttower Network includes, without limitation, Lighttower's constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network.

#### **Conformance with Policies of Other ISPs:**

In situations where data communications are carried across networks of other Internet Service Providers (ISPs), users of the Lighttower Network must also conform to the applicable acceptable use policies of such other ISPs.

#### **Responsibilities of Lighttower:**

Lighttower does not monitor, verify, warrant, or vouch for the accuracy or quality of the information that Users may acquire over the Internet. For this reason, Users must exercise their best judgment in relying on information obtained from the Internet. Because Lighttower does not monitor or censor the Internet, and will not attempt to do so, Lighttower cannot accept any responsibility for injury to its Customers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. Lighttower does not review, edit, censor, or take responsibility for any information its Users may create on the Internet. While Lighttower does not control or monitor the content of online communications, Lighttower may block access to content that it deems to be in violation of the AUP or that it otherwise deems to be unlawful, harmful or offensive, in its reasonable discretion.

Lighttower will not intentionally monitor private electronic mail messages sent or received by its Customers unless required to do so by law, governmental authority, or when public safety is at stake. Lighttower may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Use of the Lighttower Services by Customers constitutes Customer's authorization to Lighttower to monitor its Services consistent with the foregoing sentence.

Lighttower will cooperate with appropriate law enforcement agencies in investigating claims of illegal or inappropriate activity. Lighttower may disclose information, including but not limited to, information concerning a User, a transmission made using the Lighttower Network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Lighttower assumes no obligation to inform the User that User-specific information has been provided to any person or entity. Lighttower may disclose User information or information transmitted over the Lighttower Network where necessary to protect Lighttower and others from harm, or where such disclosure is necessary to the proper operation of the system. In instances involving child pornography, Lighttower complies with all applicable federal and state laws including providing notice to the National Center for Missing and Exploited Children or other designated agencies.

Because the Internet is an inherently open and insecure means of communications, any data or information a user transmits over the Internet may be susceptible to interception and alteration. Lighttower makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a user transmits via the service or over the Internet, including any data or information transmitted via any server designated as "secure." Accordingly, Lighttower urges its Customers to take appropriate measures to safeguard their Internet communications.

**Responsibilities of Users:** Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute, or otherwise access or make available using the Services. Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. Customers agree to immediately notify Lighttower of any unauthorized use of their account or any other breach of security. If you become aware of any violation of this AUP by any person, including users that have accessed the Service through your account, you are required to notify Lighttower. Users are responsible for notifying Lighttower immediately if they become aware of an impending event that may negatively impact the Lighttower Network. When Users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Users violate this AUP when they engage in any activity that violates applicable law, including but not limited to, the following prohibited activities:

**Spamming:** — Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”) is prohibited. This includes receiving replies from unsolicited e-mails (i.e., “drop-box” accounts) or configuring any e-mail server in such a way that it will accept third-party e-mails for forwarding (i.e., “open mail relay”). Bulk e-mail may only be sent to recipients who have expressly requested receipt of such e-mail messages through a “verified opt-in” process. Users that send bulk e-mail messages must maintain complete and accurate records of all e-mail subscription requests (verified opt-ins), specifically including the e-mail and associated headers sent by every subscriber, and shall immediately provide Lighttower with such records upon request. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization. Users are also prohibited from using the service of another provider to send spam in order to promote a site hosted on or connected to the Services. Users shall not use the Services in order to send e-mail messages that are 1) excessive and/or intended to harass or annoy others, 2) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, 3) send e-mails with forged TCP/IP packet header information, or 4) send malicious e-mail, including, without limitation, “mailbombing”. Customers may not advertise, distribute, or use software intended to facilitate sending “opt-out” email or harvest e-mail addresses from the Internet for that purpose. In addition, Customers may not sell or distribute lists of harvested email addresses for the purpose of “opt-out” e-mail.

**Intellectual Property Violations** — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities is prohibited. Also, engaging in activity that violates privacy, publicity, or other personal rights of others is prohibited. Lighttower is required by law to remove or block access to Customer content upon receipt of a proper notice of copyright infringement (see Digital Millennium Copyright Act Policy below). It is Lighttower’s policy to terminate the privileges of Users who commit repeat violations of copyright laws.

**Obscene Speech or Materials** — Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. Using the Lighttower Network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Lighttower does not prohibit any material allowed by law or protected by the First Amendment to the United States Constitution. Lighttower is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through the Lighttower Network.

**Defamatory or Abusive Language** – Using the Lighttower Network as a means to transmit or post defamatory, harassing, abusive, or threatening language is prohibited.

**Forging of Headers or Content** — Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message and forging or misrepresenting any data with false or misleading content is prohibited.

**Illegal or Unauthorized Access to Other Computers or Networks** — Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (known as "hacking") is prohibited. Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity) is prohibited. Attempting to disrupt, degrade, impair, or violate the integrity or security of the Services or the Lighttower Network or the computers, services, accounts or networks of any other party (i.e., "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Lighttower IP space is prohibited. Executing any form of network monitoring (i.e., using a packet sniffer) or otherwise engaging in any monitoring or interception of data not intended for the User without authorization is prohibited. Also, attempting to circumvent Customer authentication or security of any hosts, network, or account ("cracking") without authorization is prohibited.

**Exploitation of Vulnerabilities in Hardware or Software for Malicious purposes** —Exploitation of scripts presented on web pages (i.e. forms for answering questions or entering data) is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Lighttower Network or any connected network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (i.e., DDOS, SYN Floods or similar attacks) are prohibited

**Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** — Sending Internet viruses, worms, Trojan horses, flooding, mail bombing, or denial of service attacks, or distributing information regarding the creation of such viruses, worms, etc. for reasons other than mitigation or prevention is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment is prohibited. Transmitting, distributing or storing information or material that, as reasonably determined by Lighttower, is threatening, abusive, violates the privacy of others, or which violates any applicable law or regulation, that is harmful to or interferes with Lighttower's provision of Services, the Lighttower Network, or any third party's network, equipment, applications, services or websites, that is fraudulent or contains false, deceptive or misleading statements, claims or representations (i.e., "phishing"), and deceptive marketing practices including without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing schemes is prohibited.

**Facilitating a Violation of this AUP** — Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software is prohibited.

**Export Control Violations** — Exporting encryption software over the Internet or otherwise in violation of ITAR, to points outside the United States is prohibited.

**Phishing** — Simulating communications from and/or to a website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited.

**Pharming** — Using malware, DNS cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited.

**Servers and Proxies** — Customers may not run on Lighttower’s servers any program which makes a service or resource available to others, including but not limited to, port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Customers are responsible for the security of their own networks and equipment.

**Other Illegal Activities** — Engaging in activities that are determined to be illegal, including advertising, transmitting, pyramid schemes, fraudulently charging credit cards, and pirating software is prohibited.

**Other Activities** – Engaging in activities, whether lawful or unlawful, that Lighttower determines to be harmful to its Customers, operations, reputation, goodwill, or Customer relations is prohibited. Violating any specific instructions given by Lighttower for reasons of health, safety or quality of any other telecommunications services provided by Lighttower or by reason of the need for technical compatibility of equipment attached to the Lighttower Network or which materially affects the quality of any telecommunications services provided by Lighttower is prohibited. Also, attempting to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document “use” of Lighttower’s products and services is prohibited. Any other inappropriate activity or abuse of service (as determined by Lighttower in its sole discretion) whether or not specifically listed in this AUP, may result in suspension or termination of the User’s access to or use of the Services. The above listing of prohibited activities is not exhaustive, and Lighttower reserves the right to determine that any conduct that is or could be harmful to the Lighttower Network, Lighttower’s Customers or Internet users is in violation of this AUP and to exercise any or all of the remedies contained in this AUP.

#### **Responsibilities of Resellers and Downstream Service Providers:**

Some users may be Customers of Internet Service Providers (ISPs) that receive Internet connectivity through Lighttower. Such ISPs (also known as resellers or downstream service providers) are responsible for informing their customers of this AUP and for enforcing its restrictions with regard to its customers’ actions. Complaints about customers of any such reseller or downstream service provider shall be forwarded to such reseller or downstream service provider for resolution. If at any time Lighttower determines that such reseller or downstream service provider is not taking appropriate action in accordance with this AUP, Lighttower shall work with such reseller or downstream service provider to review their policies and enforcement procedures. If the reseller or downstream service provider continues to fail to take appropriate action, Lighttower will take any action, as it deems appropriate, up to and including termination of the Services.

#### **Additional Terms and Conditions:**

The use of the Lighttower Network by a Customer is subject to the terms and conditions of any agreements entered into by such Customer with Lighttower. This AUP (exhibit F) is incorporated into such agreements by reference.

#### **COMPLAINTS/VIOLATIONS OF AUP**

Any complaints regarding prohibited use or other abuse of the Lighttower Network, including violations of this AUP, should be sent to Lighttower at [abuse@lighttower.com](mailto:abuse@lighttower.com). Please include all applicable information that will assist Lighttower in investigating the complaint.

Customers permitted to resell IP service under the applicable Customer agreement must affirmatively and contractually pass on the restrictions of this AUP to its users, and take steps to ensure compliance by their users with this AUP, including without limitation, termination of the user for violations of this AUP.

Lightower shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. Lightower has no obligation to forward the complaint to the user or to identify the complaining parties.

## **CONSEQUENCES OF NON-COMPLIANCE**

Users shall cooperate with Lightower in investigating and correcting any alleged violations of this AUP. Users agree to promptly investigate all complaints and take all necessary actions to remedy any violations of this AUP. Lightower may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

Violation of this AUP is strictly prohibited. Lightower has absolute discretion in determining whether a Customer's activities or use of Lightower's services are in violation of this AUP. Lightower expressly reserves the right, at its discretion, to pursue any remedies that it believes are warranted which may include, but are not limited to, the issuance of written or verbal warnings, filtering, blocking, suspending, or terminating accounts, billing Customer for administrative costs and/or reactivation charges or bringing legal action to enjoin violations and/or to collect damages, if any, caused by Customer violations. Such actions may be taken by Lightower without notice to Customer. Lightower maintains the right to terminate Customers' Service that violates this AUP. Upon such a termination of Service pursuant to this AUP, Customers will remain financially responsible for any early termination fees that apply. Before taking such action, Lightower shall notify Customer in writing and afford Customer a reasonable opportunity to remedy the alleged failure to comply with the AUP, provided only that no cure or notice period shall be required where the failure to so comply represents, in Lightower's sole opinion, an immediate and material threat to the integrity or security of the Lightower Network or to the services Lightower provides to others using the Lightower Network. In such circumstances, Lightower shall provide Customer with notice of the Service suspension at the same time as such suspension, or as soon afterwards as is reasonably practical. In the case of repeat violations of the same offense, no additional cure period will be afforded.

Lightower expects that Customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. Customers' failure to comply with those laws will violate Lightower's AUP.

## **DIGITAL MILLENNIUM COPYRIGHT ACT POLICY**

Lightower will respond expeditiously to process and investigate notices of alleged infringement and will take appropriate actions in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, when it is under its control, Lightower will remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will remove or disable access to any reference or link to material or activity that is claimed to be infringing. Lightower will terminate access for Customers who are repeat infringers. Customers permitted to resell IP service under the applicable Customer agreement must adopt and implement a DMCA policy that reserves the necessary rights to remove or disable infringing material. If you believe that a copyrighted work has been copied and is accessible on our site in a way that constitutes copyright infringement, you may notify us by providing our designated agent with the information required by Section 512(c)(3) of the DMCA (17 USCA 512). Notices of claimed infringement should be directed to: George Salimbas, Assistant General Counsel, Lightower Fiber Networks, 80 Central Street, Boxborough, MA 01719 or [gsalimbas@lightower.com](mailto:gsalimbas@lightower.com).

When Lightower disables access to any material claimed to be infringing, Lightower may attempt to contact the Customer who has posted such material in order to give that Customer an opportunity to respond to the notification. Any and all counter notifications submitted by the Customer will be furnished to the complaining party. Lightower will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before Lightower replaces or restores access to any material as a result of any counter notification.



**EXHIBIT G – QUARTERLY PERFORMANCE REPORT**

SUPPLIER QUARTERLY PERFORMANCE REPORT												
BROADBAND SERVICES CONTRACTS												
Date of Report:												
Contract Number:												
Supplier Name:												
Address:												
City:	State:			Zip:		Phone Number:			E-mail:			
AGENCY, INSTITUTION OR CUSTOMER NAME	SERVICE INSTALLATION LOCATION	SERVICE DESCRIPTION	BROADBAND SERVICE TIER (1- 16)	DATE SERVICE INSTALLED	DATE OF SERVICE OUTAGE (IF APPLICABLE)	DATE/TIME SERVICE OUTAGE REPORTED (DD/MM/YY HH:MM)	DATE/TIME SERVICE RESTORED (DD/MM/YY HH:MM)	ROOT CAUSE OF OUTAGE & CORRECTIVE ACTION	SLA SERVICE CREDIT HOURS DUE COVA	TOTAL CREDIT AMOUNT DUE/PAID TO VITA	TOTAL CREDIT AMOUNT DUE/PAID TO DSP PARTICIPANT	
<b>TOTAL SLA PERFORMANCE CREDIT DUE TO COVA</b>										\$0.00	\$0.00	
<i>TOTAL DUE (When making Credit payment, please include contract number on check)</i>												

Please submit this report to: [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov)

## Current Broadband Customers

### FAQs: New Broadband Contracts

- What are broadband Internet services?
- Who can use the state broadband Internet contracts?
- What are the benefits of using the VITA broadband contracts?
- What are the available bandwidth options?
- What are the rates?
- I don't see any broadband services listed for my ZIP code? What do I do?
- Can I purchase cable TV services through these contracts?
- Can I purchase voice services through these contracts?
- How do I request services?

### What are broadband Internet services?

**Broadband Internet access**, is defined in terms of providing data transfer rates equal to or greater than 768kb in at least one direction: downstream (from the Internet to the user's computer) or upstream (from the user's computer to the Internet).

### Who can use the VITA broadband Internet services contracts?

Any public body, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia; or any private institution of higher education which are listed at <http://www.cicv.org/Our-Colleges/Profiles.aspx>, may use the VITA broadband Internet services contracts to obtain services for Internet access. The contracts are setup for services to be ordered through VITA unless authorization is granted by VITA to utilize the contracts and order directly from the contract suppliers.

### What are the benefits of using the VITA Broadband contracts?

These contracts have been established via the competitive bid process as outlined in the Virginia Public Procurement Act (VPPA). The pricing and service options available should be competitive with other pricing vendors may offer through the bid process.

Users of these contracts are protected by the contract terms and conditions, including defined service level agreements and cancellation clauses. Early termination fees are excluded. The contracts include options for both month-to-month services that do not require the user to commit to terms and 3-year service commitments for extra savings. These contracts also offer flexibility in that they provide a variety of technologies and services and bandwidth options ranging from 768kb to 10,000mb download data rates.

Localities will find these contracts beneficial since sourcing has been completed without you expending resources and time to manage the competitive bid process.

Aggregating demand for IT services on state contracts increases the state's leverage position for negotiating services, terms and rates. This supports overall cost management and cost reduction initiatives across all state agencies and public bodies in the commonwealth.

### What are the available bandwidth options?

The broadband services contracts provide a variety of technologies and services with a wide range of bandwidth options from 768kb up to 10,000mb (megabits per second).

The broadband services and pricing tool allow you to enter the ZIP code for the geographic location that the broadband services will be installed, and returns a list of services available in your ZIP code.

Use the table below to consider the amount of bandwidth needed to support your business applications and number of users for the Internet connection.

**Available bandwidth:**

Tier Number	Minimum Download Speed
1	Less than 1 Mbps
2	Less than 5 Mbps
3	10 Mbps
4	20 Mbps
5	40 Mbps
6	100 Mbps
7	200 Mbps
8	400 Mbps
9	600 Mbps
10	800 Mbps
11	1,000 Mbps
12	2,000 Mbps

## Available bandwidth:

Tier Number	Minimum Download Speed
13	4,000 Mbps
14	6,000 Mbps
15	8,000 Mbps
16	10,000 Mbps

### What are the rates?

Pricing for broadband services are based on the technology type and bandwidth tier. Customers ordering services through VITA will incur a surcharge. *Note that all technology types will not be available in all areas of the state.*

Use the [broadband availability tool](#) to view the broadband service options and pricing available in your ZIP code.

### I don't see any broadband services listed for my ZIP code? What do I do?

These contracts represent an expansion of broadband technologies and services currently available on state contract to provide coverage through out the commonwealth. For various reasons including lack of business development and funding, not every area of the commonwealth has options for all technology types, however every zip code in the state has at least one available broadband technology.

If a state agency or public body desiring to utilize the VITA contracts is not able to find a contract option that meets the entity's needs, please contact [VITA Supply Chain Management](#) to discuss other options for obtaining the needed service.

### Can I purchase television services through these contracts?

Yes. Television services must be ordered directly through the supplier.

### Can I purchase voice services through these contracts?

Yes, some contracts include options for unlimited voice services. The voice service is a flat rate voice business line that includes basic voice mail features and unlimited local and domestic long distance services. These voice services will be available only as an "add-on" service option in conjunction with broadband internet services. Voice services are not available as a standalone service.

PRI services are also available on some broadband contracts. Use the [broadband availability tool](#) to view the voice services and pricing available in your ZIP code.

## How do I request services?

### State Agencies and Higher Education

- Identify what speed of service or bandwidth is required for your broadband Internet connection (consider the number of users and business applications used).
- Use the [broadband availability tool](#) to determine what broadband services are available within the ZIP code where the service will be installed.
- **Before submitting a TSR**, contact the supplier to verify the following:
  - the desired broadband service can be installed at your business location/address
  - the service will meet your bandwidth/speed tier needs, based on the number of users and business applications used
  - desired service can be installed in your required time frame.
- Complete and submit the [Telecommunications Service Request form](#) (TSR) to order services. Be sure to include the following information on your TSR:
  - The technology and speed tier of service (e.g. DSL, tier3)
  - Any special instructions in the in the *"Instructions to VITA/Telco Vendor"* section of the form.
- The Telecommunications Customer Service (TCS) group will process your request and confirm the installation date.
- Questions on the TSR process can be directed to the [VITA Customer Care Center](#) at 1 (866) 637-8482.

### Other Public Bodies:

There are two options to order services for non-state agencies:

1. Order using the VITA Telecommunications Service Order Process
  - Identify what speed of service or bandwidth is required for your broadband Internet connection (consider the number of users and business applications used).
  - Use the [broadband availability tool](#) to determine what broadband services are available within the ZIP code where the service will be installed.
  - **Before submitting a TSR**, contact the supplier to verify the following:
    - the desired broadband service can be installed at your business location/address
    - the service will meet your bandwidth/speed tier needs, based on the number of users and business applications used
    - desired service can be installed in your required time frame.
  - Complete and submit the [Telecommunications Service Request form](#) to order services. Be sure to include the following information on your TSR:
    - The technology and speed tier of service (e.g. DSL, tier 3)
    - Any special instructions in the in the *"Instructions to VITA/Telco Vendor"* section of the form.
  - The TCS group will process your request and confirm the installation date. VITA will coordinate service management and billing with the supplier.
  - Questions on the TSR process can be directed to the [VITA Customer Care Center](#) at 866-637-8482.
2. Request authorization to utilize VITA contracts to order services directly from the supplier
  - Submit an e-mail request to [SCMInfo@vita.virginia.gov](mailto:SCMInfo@vita.virginia.gov) along with the completed [Authorized User Agreement](#).
  - The request should include the supplier name(s), technology and the location(s) that the services are being installed.
  - Direct-billed customers will be responsible for all vendor coordination for service installation, resolution of service issues and support for billing.

## **NOVATION AGREEMENT—CONTRACT # VA-151015-LTFN**

This is an agreement to modify Contract #VA-151015-LTFN (the "Contract") between the Commonwealth of Virginia ("Commonwealth") and Lightower Fiber Networks II, LLC, a located at (the "Assignor"). The parties to this agreement are the Commonwealth, the Assignor, and Crown Castle Fiber LLC located at 55 Broad Street, New York, NY 10004 (the "Assignee"). This agreement is incorporated into and becomes a part of the Contract.

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's rights and obligations under the Contract. Without limiting the foregoing, this assignment includes all ongoing maintenance obligations and any known or unknown claims of any party that now exist or which may later arise in connection with Assignor's past performance or Assignee's future performance of the Contract. The Commonwealth hereby consents to the assignment.

2. Customers other than State Agencies. Notwithstanding the foregoing paragraph, the Commonwealth has no authority to release any existing rights of political subdivisions or other public bodies that are not State agencies; therefore, this agreement does not release Assignor from its existing obligations to such entities, but Assignee agrees to fulfill all of Assignor's responsibilities under the Contract to such entities.

3. Arrangements as between Assignor and Assignee. Any arrangements which Assignor and Assignee may make or which they may have already made in regard to rights as between themselves are separate from this Novation Agreement and shall not affect the Commonwealth's right hereunder to treat the Assignee as holding all rights and obligations of Assignor, or the right of political subdivisions or other public bodies that are not State agencies to look to Assignee to fulfill Assignor's responsibilities under the Contract (or to look to Assignor directly, as indicated in the foregoing paragraph).

4. Misdirected Communications or Payments. Assignor and Assignee represent and warrant to the Commonwealth and to any political subdivisions or other public bodies using the Contract that any communications from the Commonwealth or from political subdivisions or other public bodies in connection with the Contract can be made to Assignee at the office address shown herein for Assignee. Assignor and Assignee represent and warrant that they have made or shall make arrangements to insure that any orders, payments or other communications from the Commonwealth, its political subdivisions or other public bodies in regard to this Contract are promptly returned to the sender or forwarded to Assignee in the event they are addressed or sent to Assignor. Any such payment or communication which is not promptly returned to the sender shall be deemed to have been made to Assignee.

5. Release of Assignor. Except for the responsibilities of Assignor described in this Novation Agreement, the Commonwealth releases Assignor from any further obligation to the Commonwealth under the Contract, and the Commonwealth agrees that it shall look only to the Assignee for further performance under the Contract or in regard

to any Commonwealth claims under the Contract. In accordance with the Contract, this Novation Agreement shall be governed by the laws of Virginia and any litigation with respect thereto shall be brought only in the courts of the Commonwealth of Virginia. All other terms and conditions of the Contract remain in full force.

6. Complete Agreement. This is the complete and final expression of the Assignor's and Assignee's agreement with the Commonwealth and can be modified only in a writing signed by all parties. Assignor agrees, however, that the Commonwealth and Assignee may wish to modify the underlying Contract in the future, and that Assignee's signature shall not be required for any such modification.

The undersigned representatives of each party represent and warrant that they are each duly authorized to sign this agreement on behalf of their principals identified below, and do hereby sign on behalf of same.

ASSIGNOR

Natasha Ernst  
Signature:

Natasha Ernst  
Name:

Associate General Counsel-FS  
Title:

Sept 17, 2018  
Date:

ASSIGNEE

Natasha Ernst  
Signature:

Natasha Ernst  
Name:

Associate General Counsel-FS  
Title:

Sept 17, 2018  
Date:

COMMONWEALTH OF VIRGINIA

John J. Tackley  
Signature:

JOHN J. TACKLEY  
Name:

SCM  
Title:

9/18/18  
Date:

**MODIFICATION NO. 1  
TO  
CONTRACT NUMBER VA-151015-LTFN  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
LIGHTOWER FIBER NETWORKS II, LLC**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-151015-LTFN.

The purpose of this Modification is to: Correct the Contract's Pricing Schedule, Exhibit A to include pricing for dark fiber services and the zip codes in which these services are available. The dark fiber services were awarded with the original contract but were not listed on Exhibit A:

Description	Standard Installation Fee	Monthly Service Fee (No Term)	Monthly Service Fee (3-Year Term)
Dark Fiber pricing per strand per mile, 0-5 route miles	10,000	2100.00	1900.00
Dark Fiber pricing per strand per mile 5-10 route miles		325.00	290.00
Dark Fiber pricing per strand per mile, 10-20 route miles		250.00	225.00
Dark Fiber pricing per strand per mile, 20-30 route miles		225.00	200.00
Dark Fiber pricing per strand per mile, 30-50 route miles		175.00	155.00
Dark Fiber pricing per strand per mile, 50-70 route miles		140.00	125.00
Dark Fiber pricing per strand per mile, 70-100 route miles		110.00	99.00
Dark Fiber pricing per strand per mile, 100-150 route miles		90.00	80.00
Dark Fiber pricing per strand per mile, 150-200 route miles		75.00	67.00
Dark Fiber pricing per strand per mile, 200+ route miles		65.00	58.00

Zip	Dark Fiber (price per route mile, 10 mile minimum)
20036	Y
20041	Y
20109	Y
20110	Y
20111	Y

20119	Y
20120	Y
20121	Y
20136	Y
20137	Y
20143	Y
20147	Y
20151	Y
20152	Y
20155	Y
20164	Y
20166	Y
20169	Y

20170	Y
20171	Y
20181	Y
20186	Y
20187	Y
20190	Y
20191	Y
20192	Y
20198	Y
22027	Y
22031	Y
22033	Y
22041	Y

Modification No. 1  
To Contract VA-151015-LTFN



22042	Y
22043	Y
22044	Y
22046	Y
22060	Y
22079	Y
22101	Y
22102	Y
22124	Y
22150	Y
22151	Y
22180	Y
22181	Y
22182	Y
22201	Y
22202	Y
22203	Y
22204	Y
22205	Y
22206	Y
22209	Y
22211	Y
22213	Y
22301	Y
22302	Y
22303	Y
22305	Y
22310	Y
22311	Y
22312	Y
22314	Y
22315	Y
22401	Y
22407	Y
22408	Y
22436	Y
22437	Y
22438	Y
22454	Y
22476	Y
22504	Y

22508	Y
22509	Y
22535	Y
22538	Y
22553	Y
22560	Y
22580	Y
22701	Y
22712	Y
22714	Y
22715	Y
22718	Y
22724	Y
22725	Y
22726	Y
22727	Y
22728	Y
22731	Y
22734	Y
22735	Y
22737	Y
22741	Y
22901	Y
22903	Y
22911	Y
22920	Y
22923	Y
22932	Y
22936	Y
22939	Y
22943	Y
22968	Y
22980	Y
23032	Y
23040	Y
23061	Y
23062	Y
23079	Y
23112	Y
23113	Y
23114	Y

23139	Y
23149	Y
23175	Y
23219	Y
23220	Y
23222	Y
23224	Y
23225	Y
23235	Y
23236	Y
23320	Y
23322	Y
23323	Y
23324	Y
23325	Y
23502	Y
23503	Y
23504	Y
23513	Y
23518	Y
23523	Y
23601	Y
23602	Y
23603	Y
23606	Y
23608	Y
23661	Y
23663	Y
23666	Y
23669	Y
23690	Y
23827	Y
23828	Y
23832	Y
23847	Y
23856	Y
23868	Y
23915	Y
23917	Y
23920	Y
23921	Y

Modification No. 1  
To Contract VA-151015-LTFN

23927	Y
23936	Y
23950	Y
23970	Y
24012	Y
24014	Y
24018	Y
24019	Y
24020	Y
24054	Y
24055	Y
24064	Y
24065	Y
24066	Y
24069	Y
24077	Y
24078	Y
24090	Y
24102	Y

24112	Y
24122	Y
24151	Y
24153	Y
24174	Y
24175	Y
24401	Y
24416	Y
24435	Y
24440	Y
24450	Y
24472	Y
24477	Y
24501	Y
24502	Y
24504	Y
24520	Y
24522	Y
24523	Y

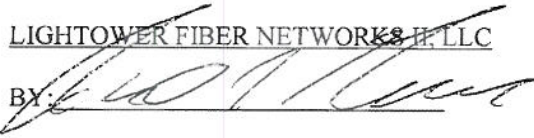
24529	Y
24538	Y
24540	Y
24541	Y
24551	Y
24553	Y
24555	Y
24556	Y
24578	Y
24579	Y
24586	Y
24589	Y
24592	Y
24593	Y
24594	Y
24598	Y
23072	Y

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-151015-LTFN by this Modification No.1.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

LIGHTOWER FIBER NETWORKS II, LLC

BY: 

NAME: David L. Mayer

TITLE: Executive VP

DATE: 4/25/2016

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Amy Pierce

TITLE: Strategic Sourcing Sp

DATE: 5/26/2016



## COMMONWEALTH of VIRGINIA

### Virginia Information Technologies Agency

Nelson P. Moe  
Chief Information Officer  
Email: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

January 11, 2017

Michelle Kavey  
Lighttower Fiber Networks LLC  
80 Central Street  
Boxborough Massachusetts 01719

Per Section 3.A. ("Term and Termination") of contract VA-151015-LTFN, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2017 through June 30, 2018. Should you have any questions, please feel free to contact me.

Respectfully,  
Doug Crenshaw  
Strategic Sourcing Manager  
Virginia Information Technologies Agency  
(804) 416-6160



SCMInfo, rr <scminfo@vita.virginia.gov>

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## VA-151015 Broadband Renewal Notice

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SCMInfo, rr <scminfo@vita.virginia.gov>

Tue, Feb 20, 2018 at 2:52 PM

To: rr SCMInfo <scminfo@vita.virginia.gov>

Cc: Douglas Leslie <doug.leslie@vita.virginia.gov>, John Tackley <john.tackley@vita.virginia.gov>

Bcc: slayne@amtechpc.com, path@brightstarone.com, robertweeks@citizens.coop, john\_hale@cable.comcast.com, cameron.dye@cox.com, rbridgham@esvba.com, gcr@gcrcompany.com, rgoldrick@granitenet.com, amir.dehdashty@hughes.com, Ecatarina Grant <ecatarina.grant@knight-sky.com>, mkavey@lighttower.com, highspeedlink@gmail.com, debbie.jones@emp.shentel.com, jcarr@allpointsbroadband.com, randolph.simmons@windstream.com, dianne.compton@metrocast.com, rodgerss@lumosnet.com

Dear Supplier,

Per Section 3.A. (“Term and Termination”) of the above referenced contract, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for the next available annual renewal period as stated in your contract. Should you have any questions, please feel free to contact SCM.

--

Supply Chain Management  
Virginia Information Technologies Agency (VITA)  
VITA – Powering the commonwealth’s digital government  
[SCMInfo@vita.virginia.gov](mailto:SCMInfo@vita.virginia.gov)  
[www.vita.virginia.gov](http://www.vita.virginia.gov)  
804-416-6317

VITA Customer Care Center - Call (866) 637-8482 (toll free) to report an outage or request service. Or e-mail the VCCC at [vccc@vita.virginia.gov](mailto:vccc@vita.virginia.gov). Please note: E-mail should not be used to report critical issues or outages impacting an agency. To report a critical issue, please call the VCCC directly.

--

Supply Chain Management  
Virginia Information Technologies Agency (VITA)  
VITA – Powering the commonwealth’s digital government  
[SCMInfo@vita.virginia.gov](mailto:SCMInfo@vita.virginia.gov)  
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SCMInfo, rr &lt;scminfo@vita.virginia.gov&gt;

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## 2019 VA-151015 Broadband Renewal Notice

1 message

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**SCMInfo, rr** <scminfo@vita.virginia.gov>

Tue, Feb 5, 2019 at 1:43 PM

To: amiller@atlanticbb.com, path@brightstarone.com, robertweeks@citizens.coop, john\_hale@cable.comcast.com, Natasha.C.Ernst@crowncastle.com, cameron.dye@cox.com, rbridgham@esvba.com, gcr@gcrcompany.com, vita@granitenet.com, amir.dehdashty@hughes.com, debbie.jones@emp.shentel.com, sales.admin@knight-sky.com, "Simmons, Randolph" <randolph.simmons@windstream.com>, highspeedlink@gmail.com, jcarr@allpointsbroadband.com, rodgerss@lumosnet.com

Bcc: Douglas Leslie <doug.leslie@vita.virginia.gov>, Douglas Crenshaw <doug.crenshaw@vita.virginia.gov>

Dear Supplier,

Per Section 3.A. ("Term and Termination") of the above referenced contract, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for the next available renewal period as stated in your contract. Should you have any questions, please feel free to contact SCM.

The new expiration date is 6/30/2020.

Contracts under this renewal are:

VA-151015-APB  
VA-151015-BCI  
VA-151015-CCBC  
VA-151015-CTC  
VA-151015-CXCM  
VA-151015-ESVB  
VA-151015-GANS  
VA-151015-GCR  
VA-151015-GT  
VA-151015-HNS  
VA-151015-KNS  
VA-151015-LN  
VA-151015-LTFN  
VA-151015-RBNS  
VA-151015-SHEN  
VA-151015-WS

### Supply Chain Management

Virginia Information Technologies Agency (VITA)

VITA – Powering the commonwealth's digital government

[SCMInfo@vita.virginia.gov](mailto:SCMInfo@vita.virginia.gov)

[www.vita.virginia.gov](http://www.vita.virginia.gov)

804-416-6317

VITA Customer Care Center - Call (866) 637-8482 (toll free) to report an outage or request service. Or e-mail the VCCC at [vccc@vita.virginia.gov](mailto:vccc@vita.virginia.gov). Please note: E-mail should not be used to report critical issues or outages impacting an agency. To report a critical issue, please call the VCCC directly.



# EXHIBIT B Order Form

Order Type: New  
# 2019-43065

Licensee or Customer Contact Detail	
<b>Licensee or Customer</b>	<b>Arlington County</b>
<b>Address &amp; Contact</b>	<b>Address</b> 2100 Clarendon Blvd
	<b>City, State</b> Arlington, VA 22201
	<b>Phone</b> 703-228-3410 <span style="float: right;"><b>Fax</b></span>
<b>Billing Address &amp; Contact</b>	<b>Name</b> Arlington County <span style="float: right;"><b>Email</b></span>
	<b>Billing Address</b> 2100 Clarendon Blvd <span style="float: right;"><b>Phone</b> 703-228-3410</span>
	<b>City, State</b> Arlington, VA 22201 <span style="float: right;"><b>Fax</b></span>
<b>Technical Contact</b>	<b>Name</b> David Doulong <span style="float: right;"><b>Primary Phone</b> 703-228-7585</span>
	<b>E-mail</b> Ddoulong@arlingtonva.us <span style="float: right;"><b>Alternate Phone</b></span>

Product Detail	
<b>Dark Fiber #1</b>	<b># Fibers</b> 2 <span style="float: right;"><b>Route Miles</b> 61.00 <span style="margin-left: 100px;"><b>Fiber Miles</b> 122.00</span></span>
	<b>Total MRC</b> \$6,039.00 <span style="float: right;"><b>Total NRC</b> \$0.00</span>
	<b>Install Lead Time</b> 45 Days
	<b>Location A</b> 2780 S Taylor St, 1st Floor, Arlington, VA 22206 (County School Board)
<b>Location A Contact</b>	<b>Name</b> David Doulong <span style="float: right;"><b>Primary Phone</b> 703-228-7585</span>
	<b>E-mail</b> Ddoulong@arlingtonva.us
<b>Location Z</b>	21715 Filigree Ct, 1st Floor, DC2, Ashburn, VA 20147
	<b>Name</b> David Doulong <span style="float: right;"><b>Primary Phone</b> 703-228-7585</span>
<b>Location Z Contact</b>	<b>E-mail</b> Ddoulong@arlingtonva.us

<b>Dark Fiber #2</b>	<b># Fibers</b> 2 <span style="float: right;"><b>Route Miles</b> 33.00 <span style="margin-left: 100px;"><b>Fiber Miles</b> 66.00</span></span>
	<b>Total MRC</b> \$3,267.00 <span style="float: right;"><b>Total NRC</b> \$0.00</span>
	<b>Install Lead Time</b> 45 Days
	<b>Location A</b> 21715 Filigree Ct, 1st Floor, DC2, Ashburn, VA 20147
<b>Location A Contact</b>	<b>Name</b> David Doulong <span style="float: right;"><b>Primary Phone</b> 703-228-7585</span>
	<b>E-mail</b> Ddoulong@arlingtonva.us
<b>Location Z</b>	Manhole N. Courthouse And Wilson Blvd, Arlington, VA 22201
	<b>Name</b> David Doulong <span style="float: right;"><b>Primary Phone</b> 703-228-7585</span>
<b>Location Z Contact</b>	<b>E-mail</b> Ddoulong@arlingtonva.us

Order Summary										
<b>Pricing &amp; Contract Terms</b>	<b>Salesperson</b> Robert Bermpohl <span style="float: right;"><b>Terms (Months)</b> 36</span>									
	<b>Client Service Mgr</b> Carrie Allen									
	<b>Order Contact</b> John Bayliss <span style="float: right;"><b>Contact Email</b> jbayliss@arlingtonva.us</span>									
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">NRC *</th> <th style="text-align: center;">MRC*</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;"><b>Dark Fiber</b></td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$9,306.00</td> </tr> <tr> <td style="text-align: right;"><b>Total</b></td> <td style="text-align: center;"><b>\$0.00</b></td> <td style="text-align: center;"><b>\$9,306.00</b></td> </tr> </tbody> </table>		NRC *	MRC*	<b>Dark Fiber</b>	\$0.00	\$9,306.00	<b>Total</b>	<b>\$0.00</b>	<b>\$9,306.00</b>
	NRC *	MRC*								
<b>Dark Fiber</b>	\$0.00	\$9,306.00								
<b>Total</b>	<b>\$0.00</b>	<b>\$9,306.00</b>								
	*Pricing shown does not reflect applicable taxes and fees.									

**SPECIAL ORDER PROVISIONS**  
The Dark Fiber #1 Service hereunder shall be provisioned utilizing a diverse path and diverse point of entry at 21715 Filigree Ct., Ashburn, VA 20147 from the Dark Fiber #2 Service hereunder.

**ORDER ACCEPTANCE**  
This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Rider Agreement No. 19-269-R between the parties dated 5-31-2019 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 2.1" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
	<b>Arlington County</b>		<b>Crown Castle Fiber LLC</b>
Signature		Signature	
Name/Title		Name/Title	Lisa Gugliada, Deputy General Counsel - Fiber
Date		Date	5/31/2019