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WV PURCHASING
DIVISION

February 28, 2020

Guy Nisbet
West Virginia Library Commission
2019 Washington St E
Charleston, WV 25305

Guy,

We appreciate the time and effort to develop this Request for Proposal. Shenandoah Telecommunications Company ("Shentel") is a diversified telecommunications holding company that, through its operating subsidiaries, provides both regulated and unregulated telecommunications services to end-user customers and other communications providers in the southeastern United States. Shentel offers a comprehensive suite of voice, video and data communications services based on the products and services provided by their three business segments.

- The Wireless segment provides digital wireless service to portions of a six-state area covering all of West Virginia, the Western region of Virginia, Central Pennsylvania, Central Maryland and parts of Ohio and Kentucky as a Sprint PCS Affiliate. This segment also owns cell site towers built on leased land and leases space on these towers to both affiliates and non-affiliated service providers.
- The Cable segment provides video, internet and voice services in franchise areas in Virginia, West Virginia, and portions of western Maryland and leases fiber optic facilities throughout its service area. It does not include video, internet and voice services provided to customers in Shenandoah County, Virginia.
- The Wireline segment provides regulated and unregulated voice services, DSL internet access and long-distance access services throughout Shenandoah County and portions of Rockingham, Frederick, Warren and Augusta Counties, Virginia. The segment also provides video services in portions of Shenandoah County and leases fiber optic facilities throughout the northern Shenandoah Valley of Virginia, northern Virginia and adjacent areas along the Interstate 81 corridor, including portions of West Virginia and Maryland.

To assist with the technical analysis we have included the following items: Arbor DDoS Detection and Mitigation, Shentel Peering and Caching, Sample MSA, Sample Service Order, References, Cable and Fiber Map, Shentel Customer Requirements, Shentel Contact and Escalation List, USAC Service Provider Certification, Forms: 498 and 473 and Certificate of Insurance.

Please take the time to review our history, executive summary and financials by visiting:
<https://shentel.com/Shentel/History>. We have provided succinct responses to show our respect for your time.

Thank you in advance for your consideration.

Rebecca G. Lambert, Account Manager, Fiber Sales
Shentel Communications, LLC
500 Shentel Way, Edinburg, VA 22824
Office: (540) 984-5908 / Mobile: (540) 335-5739 / Email: rebecca.lambert@emp.shentel.com
USAC SPIN: 143033621 / FCC RN: 0018484840 / FIN: 54-1970301 / SCC: S54208684



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Proposal
33 — Service - Misc

Proc Folder: 650709

Doc Description: WV Library Commission Broadband

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-06	2020-03-03 13:30:00	CRFP 0433 LIB2000000001	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Shentel Communications, LLC
500 Shentel Way
Edinburg, VA 22824
(540) 984-5908

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN # 54-1970301

DATE 2/27/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Proposal
(Broadband Services - West Virginia Library Commission)

In accordance with WV Code 5A-3 and WV Code 5A-3-10b, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Library Commission to establish an open-end broadband services contract for the State Library Network (SLN) per the specifications, terms and conditions that are a part of this solicitation and reference herein.

. NOTE On-Line submission of CRFP are prohibited. Vendors please see Instructions to Vendors submitting bids, Item 6.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		LIBRARY COMMISSION CULTURE CENTER 1900 KANAWHA BLVD E	
No City	WV99999	CHARLESTON	WV 25305-0620
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Broadband Services	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112100			

Extended Description :

Vendors are to use Attachment B and follow instructions for submitting.

LIB2000000001	Document Phase Final	Document Description WV Library Commission Broadband Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Library Commission (hereinafter referred to as the "Library Commission") to solicit proposals for broadband service for the State Library Network (SLN) that currently serves 144 libraries across the state. The goal is to secure an agreement that will allow the Library Commission to increase bandwidth speed at all libraries served by the State Library Network. The Library Commission expects vendors to provide varying connection speeds between 25 MbPS and 1 Gigabyte from which the Commission may choose to implement at each of its locations in order to provide connectivity for each site in the most cost-effective and practicable manner.

The Library Commission desires to have a Vendor and its subcontractors, if needed, provide varying connection speeds from which the Commission may choose to implement at each of its locations. The Commission further desires that these speeds vary between 25 MbPS and 1 Gigabyte, with additional speeds options that fall within this range. The Commission's goal is to provide connectivity for each site in the most cost-effective and practicable manner.

This is a multiple award RFP in that it will be awarded to the highest scoring vendor at each location. The winning Vendor(s) will be expected to have the capacity to provide services to existing sites it bids on as well as any growth or change in the network during the contract term. The Library Commission is seeking to establish a contract(s) to extend existing services, allow for convergence of the existing services, and to improve Intranet/Extranet applications and services. This solicitation is for conventional broadband Internet access via land-based ISP connections.

The Library Commission participates in the Federal Communication Commission's (FCC) E-rate program that makes telecommunications and information services more affordable for schools and

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

libraries. The Vendor(s) must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN) issued by the Universal Service Administrative Company.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposals published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specifies in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

1.2. RFP Schedule of Events:

RFP Released to Public.....	February 6 th , 2020
Vendor's Written Questions Submission Deadline.....	02/18/2020 at 9AM. ET.
Addendum Issued.....	TBD
Technical Bid Opening Date.....	xx/xx/xx
Technical Evaluation Begins.....	TBD
Cost Bid Opening.....	March 3 rd , 2020 at 1:30 PM. ET.
Cost Evaluation Begins.....	TBD
Contract Award Made.....	TBD

REQUEST FOR PROPOSAL
Broadband Services
West Virginia Library Commission

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 02/18/2020 at 9:00 AM. ET.

Submit Questions to: Guy Nisbet
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:	WV Library Commission Broadband Services
BUYER:	Guy L. Nisbet
SOLICITATION NO.:	
BID OPENING DATE:	
BID OPENING TIME:	1:30 PM. ET.
FAX NUMBER:	

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus four (4) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☒ Technical
☒ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 3rd, 2020 at 1:30 PM. ET.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

REQUEST FOR PROPOSAL
Broadband Services
West Virginia Library Commission

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on _____ award _____ and extends for a period of three (3) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 500,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: 500,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐
☐
☐
☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ N/A _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Rebecca G. Lambert, Account Manager
(Name, Title)

Rebecca G. Lambert, Account Manager
(Printed Name and Title)

500 Shentel Way, Edinburg, VA 22824
(Address)

540-984-5908 / 540-984-4920
(Phone Number) / (Fax Number)

rebecca.lambert@emp.shentel.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Shentel Communications, LLC
(Company)

Rebecca G. Lambert, Account Manager
(Authorized Signature) (Representative Name, Title)

Rebecca G. Lambert, Account Manager
(Printed Name and Title of Authorized Representative)

2/27/20
(Date)

540-984-5908 / 540-984-4920
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

No Addenda posted

- ☐ Addendum No. 1
☐ Addendum No. 2
☐ Addendum No. 3
☐ Addendum No. 4
☐ Addendum No. 5

- ☐ Addendum No. 6
☐ Addendum No. 7
☐ Addendum No. 8
☐ Addendum No. 9
☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Shentel Communications, LLC

Company

Rebecca A. Z

Authorized Signature

2/27/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

1

SHENTEL POINT-BY-POINT RESPONSE
REQUEST FOR PROPOSAL
Broadband Services

West Virginia Library Commission

Shentel Communications, LLC (Shentel) has embedded a point-by-point response within the body of this Request for Proposal (RFP) document. Unless otherwise noted, Shentel has reviewed, understands and accepts the terms and conditions.

SECTION 4: PROJECT SPECIFICATIONS

4.1 Background and Current Operating Environment: Since established in 1929, the Library Commission has assisted, advised, and counseled public libraries. It administers state financial aid to public libraries and provides additional support through programs and services. Among these services is the design, evaluation, and maintenance of the State Library Network (SLN) that provides public libraries with software/hardware installation, Internet access, and shared bibliographic and patron databases. In addition, the Library Commission provides daily technical support to public libraries hosted on the SLN.

The SLN currently serves (144) public library facilities. The current technology utilizes dedicated circuits backhauled to state backbones for transport and access to core systems and services.

4.2 Project Goals and Mandatory Requirements: Vendor should describe its approach and methodology to meeting the goals/objectives identified below

4.2.1 Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 Increase existing bandwidth speeds for all public libraries currently hosted on the State Library Network.

4.2.1.2 Provide for continuing enhancements of Internet speeds and related applications and services.

4.2.1.3 The Library Commission desires the Vendor to provide broadband services that demarcate into customer owned equipment. Electrical RJ-45 Ethernet is preferred. Please state how your company would achieve this goal.
Shentel's demarcation device offers flexible customer hand-off including SM fiber, MM fiber, FE and GE.

4.2.1.4 Vendor should provide a minimum of two static public IP addresses. Please describe your company's ability to meet this goal. Shentel shall provide a /30 IP subnet. /29 or higher will be considered if justified.

4.2.1.5 Vendor should provide a solution that allows network traffic destined for the SLN to be sent via Generic Routing Encapsulation (GRE) tunnel. Please describe your company's ability to meet this goal. Please describe your company's ability to meet this goal. Shentel can configure this tunneling requirement.

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Broadband Services

West Virginia Library Commission

- 4.2.1.6** The Commission desires a dedicated account representative for E-rate during the life of any contracts awarded as a result of this solicitation. The Vendor should provide this employee's contact information and experience with its submitted response but must provide it prior to award. The Commission reserves the right to request and have furnished a new E-rate representative for any reason. Should the Vendor's E-rate designee change, the Vendor should notify the Commission with seven (7) days of the change and provide the new designee's contact information. Please describe your company's ability to meet this goal. **Refer to Billing Contact provided. This team handles E-Rate billing and administration.**
- 4.2.1.7** The Commission desires that in the event of an E-rate audit or Program Integrity Assurance (PIA) review, the successful Vendor(s) would respond to any and all requests or question within three (3) business days. Please provide your company's plan to meet this goal. **Standard procedure and all required resources are available, including legal if required.**
- 4.2.1.8** The Vendor should have an internal audit process for determining and monitoring its compliance with E-rate program rules and regulations. Please describe your company's programs and how it can assure the Commission of its effectiveness. **Standard procedure and incorporated into our corporate document retention and contract repository.**
- 4.2.1.9** The Vendor should allow for entities to select Service Provider Invoice (SPI) method upon notification by the customer. Additionally, the Vendor should describe its abilities and plan to work with E-rate eligible entities. Please describe your company's plan for this goal **Shentel is a normal process with our E-Rate billing.**
- 4.2.1.10** The Commission desires that the successful Vendor ensure Lowest Corresponding Price (LCP) is provided to all eligible entities. Please describe your company's strategy for guaranteeing this outcome, including processes, notifications, and requirements of the entities. **Shentel provides pricing based on a cost per Mbps analysis at contracting, renewals and upgrades.**
- 4.2.1.11** The Vendor's monthly bill should include, at minimum, the following data elements; billing month, billed entity name, customer name (if different from billed entity), service location, circuit identification, service period, cost for individual billing components, itemized cost for any one time or non-recurring charges, and total cost. The cost identified in the bill must be the correct contract rates for the specified services. A uniform description of the circuit being billed that matches the description of circuits provided on the contract should also be included. Please provide a copy of your typical bill as well as how your company can best meet this goal. **Refer to sample bill included.**

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Broadband Services

West Virginia Library Commission

- 4.2.1.12 Vendor should provide paper billing/invoicing at no additional cost. Please describe your company's ability to meet this goal. **Shentel does not charge for paper billing/invoicing.**
- 4.2.1.13 The Vendor should provide high-speed packet transport that is based on Ethernet transmission parameters that meet current IEEE standards. Vendor should provide options for 25MbPS, 50MbPS, 75MbPS, 100MbPS, 150MbPS, 200MbPS, 250MbPS, 300MbPS, 350MbPS, 400MbPS, 450MbPS, 500MbPS, and 1 Gbps increments. Please describe your company's offerings at the various identified locations by completing the Locations Bid and Available Speeds List. Vendor should complete the form by indicating which locations it is bidding on, and what speeds it is offering at each location bid. The Locations Bid and Available Speeds List form should be included with the Vendor's technical proposal for evaluation purposes. **Shentel's offer could be modified for lower cost per Mbps for speeds 500-1000Mbps**
- 4.2.1.14 The Vendor should provide multipoint bridging capabilities for aggregating Ethernet digital data circuits. Please describe your company's offerings. **Shentel can comply, however this protocol relates to ELAN service. Shentel's dedicated internet access is built upon Ethernet private line transport, dedicated to the customer and unshared.**
- 4.2.1.15 The Vendor should clearly label demarcation points with the site-specific circuit identification information. Please describe your company's ability to meet this goal. **This is standard practice for Shentel.**
- 4.2.1.16 The awarded broadband services should support the transport of the existing applications and related data currently being utilized by the Libraries (see Appendix 2). The vendor's proposed solution(s) should allow the existing applications to function normally and perform properly. Examples of existing applications include:
- 4.2.1.15.1 H.323 video
 - 4.2.1.15.2 VOIP
 - 4.2.1.15.3 High Volume Database transmissions
 - 4.2.1.15.4 Network Monitoring
 - 4.2.1.15.5 Security Monitoring
 - 4.2.1.15.6 Content Filtering
 - 4.2.1.15.7 Virtual Private Networking.
- Please describe your company's ability to meet this goal.
These and other standards-based protocols are fully supported by Shentel.
- 4.2.1.17 The Commission desires that the successful Vendor coordinate with and assist the Customer entity and its incumbent Vendor(s) in transitioning from the currently provided services to replacement services without degrading

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

disruption to existing services. Please describe your company's ability to meet this goal, as well as any requirements for the entity to meet this goal.

Shentel will coordinate the installation of the new services with full project management and will design a transition strategy that will minimize interruption to the libraries. This includes a reasonable delay in Shentel billing to allow co-termination with the existing provider.

- 4.2.1.18** The Vendor must acknowledge that termination points will be specified by the Library Commission. Please describe your company's ability to meet this goal. Refer to our Customer Requirements Document provided with our submission. Shentel is open to reasonable accommodations to our standard policy.
- 4.2.1.19** The West Virginia Library Commission desires the right to relocate or change any broadband service to an alternate speed with a 30-day notice to the vendor. Please describe your company's ability to meet this goal, as well as any requirements for the Commission. Shentel agrees. This process requires only a Service Order mutually ratified by both parties.
- 4.2.1.20** The Commission desires that the Vendor provide telephone response to customer problems in one (1) hour or less and provide onsite support (if required) in four (4) hours or less. Please describe your company's response times and its ability to meet this goal. Shentel shall comply, refer to Master Services Agreement and the Contact and Escalation List.
- 4.2.1.21** The Vendor should provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via both a local number and a toll-free number. The support center must 1) provide advanced technical expertise, 2) be staffed with resources that are proficient in spoken and written English, and 3) maintain and own trouble tickets reported by the State of West Virginia customers until those troubles are resolved. Please describe your company's support structure and its ability to meet these goals. Shentel shall comply, refer to Master Services Agreement and the Contact and Escalation List.
- 4.2.1.22** The Vendor should contact the Library Commission by phone within 30 minutes of a network outage that affects multiple circuits on the State's network. This verbal notification should be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to attempt to prevent a reoccurrence. Please describe your company's notification methods and its abilities to meet this goal. Shentel's services are monitored by our NOC 24/7/365. Customers are notified by email for detected loss of service and instructed to contact the NOC to resolve. If telephone contact is required in addition, Shentel NOC will note accordingly and comply. This requirement would need to be part of the MSA.
- 4.2.1.23** The Vendor should provide both verbal and written notification in advance of

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any planned upgrades, modifications, etc. that may affect the State customers within sixty (60) days of the event. Please describe your company's ability

Shentel shall comply, these routine or emergency maintenance notifications are include in our MSA.

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- 4.2.2 Mandatory Requirements-** The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory

requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 General E-Rate Requirements

- 4.2.2.1.1 The Vendor must comply with the requirements and guidelines of the Universal Service Fund (USF) program. E-Rate eligible entities utilizing the contract(s) resulting from this solicitation reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USF funding commitments.
- 4.2.2.1.2 The Vendor must commit to meet all required E-rate participation guidelines. Guidelines can be found at <https://www.usac.org/e-rate/service-providers/>

4.2.2.2 Service Provider E-Rate Participation Requirements

- 4.2.2.2.1 The Vendor must agree to maintain the Service Provider Annual Certification Form (FCC Form 473).
- 4.2.2.2.2 The Red Light Rule states that the Federal Communications Commission (FCC) shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Federal Communications Commission (FCC). Universal Service Administrative Company (USAC) shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within (30) days of being notified. The Vendor must agree to notify the State of West Virginia in the event the Vendor/Service Provider has been subjected to the "Red Light Rule."
- 4.2.2.2.3 The Vendor must commit to work with the applicant to ensure that all services for which E-Rate discounts are being requested under the contracts resulting from this solicitation, are indeed

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eligible services as described in the Eligible Services List (ESL) which can be found at the link provided below and in Appendix 3.
<https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-lisV>

- 4.2.1.2.4 The Vendor must agree to abide by all E-Rate rules, regulations, and limitations as described by the Federal Communication Commission (FCC), Universal Service Administrative Company (USAC), and Schools and Libraries Division (SLD) of USAC.

4.2.2.3 Telecommunication Services

- 4.2.2.3.1 The vendor should provide a turn-key solution that provides full bandwidth for each site's use only that will be installed, tested, fully operational, and accepted by the West Virginia Library Commission within ninety (90) calendar day after issue of purchase order. This must occur to start services by July 1, 2020. Billing must only begin once a service has successfully completed testing, been accepted by the agency and turned-up, and costs must reflect that speed only and not build in costs for higher bandwidth expenses at lower speeds.
- 4.2.2.3.2 As part of the costs quoted, the Vendor must provide a transport solution for the customer where the provider owns the problems associated with the telecommunications services from the demarcation at the customer site to the provider core equipment in its network. The vendor must be able to test and troubleshoot the circuit continuity and integrity end-to-end.

4.2.2.4 Installation Requirements:

- 4.2.2.4.1 Vendor's solution must provide for installation at no additional cost.
- 4.2.2.4.2 The Vendor must agree to perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The vendor may be required to provide documentation of test results if so requested.

4.2.2.5 Security Requirements

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- 4.2.2.5.1 The Vendor must understand that the customer has standard security policy and access requirements and the Vendor's services, processes, or employees must comply with those standard security policy requirements.
- 4.2.2.5.2 The Vendor must commit to support the customer and/or fund any forensics actions required that is associated with a security breach on the customer's network attributable to their action(s).

4.2.2.6 Service Level Objectives

- 4.2.2.6.1 The Vendor must commit to provide the following service level objectives (SLO) for every service they are proposing in response to this RFP. The Library Commission reserves the right to negotiate SLOs if deemed necessary. If the vendor's standard SLOs exceed these requirements the vendor must provide those details.
- 4.2.2.6.2 Network Availability (NA)- the percentage of total minutes during a calendar month that the services are available to the customer. Services shall be deemed to be unavailable when an outage is officially recorded with the vendor because the customer does not have the ability to transmit or receive packets by means of the vendor's services. The total outage minutes shall be deemed to be the length of time during which the services are unavailable to the customer beginning with the official notification and ending upon restoration of the service and notification to the customer. Outage minutes will not apply to scheduled maintenance activities, problems caused by the customer, or for reasons of Force Majeure or other causes beyond the reasonable control of the provider. Minimum target availability must be 99.95%. When the availability SLA is not met, the customer will receive a credit equal to 1/30th of the monthly recurring charges for the affected services for each cumulative hour or portion thereof during which such services are unavailable to the customer. Vendors may exceed minimum requirements.

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4.2.2.6.3 Mean Time to Repair (MTfR) - the monthly average time over any calendar month it takes for the provider to resolve any outage problem. MTTR is calculated by dividing the total outage minutes by the total outage occurrences. Minimum target MTTR is 4 hours. This objective will be measured and reported monthly and should the objective be missed more than 3 times in any given contract year the vendor must credit the customer for 1% of the annual cost of the contract.

4.2.2.6.4 Average Latency - the monthly average round-trip latency of designated portions of the provider's network. The provider must provide detail as to how they measure latency and provide diagrams that indicate where in its network they measure latency. The objective for Average Latency is to not be greater than 27 milliseconds. For any month in which the objective is not met, the customer will receive a credit equal to 10% of the monthly recurring charges for the services. Exceptions to this SLO include performance problems caused by the customer, for reasons of Force Majeure, circumstances beyond the control of the provider, or scheduled service maintenance.

4.2.2.6.5 Packet Loss - the monthly average round-trip packet loss of designated portions of the provider's network. The provider must provide detail as to how they measure packet loss and provide diagrams that indicate where in its network they measure packet loss. The objective for Average Packet Loss is to not be greater than 0.5%. For any month in which the objective is not met, the customer will receive a credit equal to 1/30th of the monthly recurring charges for the provided services. Exceptions to this SLO include performance problems caused by the customer, for reasons of Force Majeure, circumstances beyond the control of the provider, or scheduled service maintenance.

4.3 Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not

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limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1 Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 Vendor should discuss staffing levels it can devote to this contract and whether Vendor intends on hiring additional staff and/or subcontracting work related to this contract. Shentel may use subcontractors for fiber construction and if so, Shentel is willing to provide this detail to customer if required. All Project Management, Engineering and support are Shentel employees.

4.3.1.2 The Vendor should provide a dedicated account team consisting of, but not limited to, Account Manager, E-rate Specialist, Billing Specialist, Technical Specialist, and Salesperson. Further the Vendor should provide the Commission the contact information and experience of its proposed team. The Commission reserves the right to request and have furnished a new member of the team for any reason. Please describe your company's ability to meet this goal. Shentel shall comply, refer to Contact and Escalation List provided with response.

4.3.2 Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 Vendor must have a minimum of five (5) years' experience in completing similar projects Shentel has provided rural telecommunication services for over 100 years and internet services for over 30 years. We have been with ERATE since its inception.

4.3.2.2 Vendor must be recognized by the E-rate program as an Eligible Service Provider and should submit a copy of the Service Provider Identification Number (SPIN) and a copy of the current Service Provider Annual

Certification (SPAC) with their submitted response. This information will be required prior to award of the contract. Refer to the Executive Summary provided along with the cover letter. Shentel is one of the largest internet service providers in the region with over 100 years of providing rural telecommunications and broadband services. Further detail is provided the company information link. Refer to Service Provider Certifications for funding year 2020, included in submission.

4.3.2.3 Any Vendor of telecommunication services must meet certain qualifications to be eligible to provide the services and receive Universal Service Administrative Company (USAC) reimbursement. Proof of compliance for the mandates below should be submitted with their bid and will be required to be submitted prior to award. Refer to Service Provider Certification included with submission.

4.3.2.4 Contribute to the Universal Service Fund Shentel assess the surcharges as required by federal law.

4.3.2.5 Provide telecommunications services on a common carrier basis Shentel is both an incumbent local exchange carrier (ILEC) and a competitive local exchange carrier (CLEC)

4.3.2.6 Provide a copy of the submitted FCC Form 498, Service Provider Information Form Form 498 attached.

4.3.2.7 Provide the Vendor's Service Provider Identification Number (SPIN) obtained through the FCC Form 498 process and the FCC Registration number tied to their BIN tax ID number Shentel USAC SPIN: 143033621, Shentel FCC RN: 0018484840

4.3.2.8 Provide a copy of the most recent FCC Form 473, Service Provider Annual Certification Form, on an annual basis Form 473 included.

4.3.2.9 Provide a copy of the filed FCC Form 499. Provide a copy of the Red-Light Status of the Vendor. Form 499 and Red-Light Status included.

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SECTION 5: VENDOR PROPOSAL

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. Table of Contents:** Clearly identify the material by section and page number.
 - 5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
 - 5.3.5. Proposal Submission:** All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. Contracts will be awarded to vendors who demonstrate compliance with all of the mandatory specifications required, attain the minimum acceptable score and attain the highest overall point score of all Vendor bidding on the same sites.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (15) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (20) Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (25) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (10) Points Possible

Cost Score:

30 Points Possible

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

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6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score ("MAS"): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Completing the Cost Bid Pricing Page: Vendors must insert a cost per MBPS per second per month on the Cost Bid Pricing Page, and a Cost Per Static IP Address per Month. Those costs will then be added together to arrive at a total cost for each location. The cost per MBPS per second will form the basis for calculating the contract billable amount. For example, if a library selects a 25 MBPS data connection, the vendor will bill at the cost per MBPS that it bid multiplied by 25, plus the cost of the Static IP address bid.

Vendor bids \$0.50 per MBPS per month and \$10 per static IP address
 Vendor bills \$12.50 per month for a 25 MBPS connection
 Vendor bills \$20 per month for two static IP addresses
 Total Bill = \$32.50

6.7. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.8. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division. The cost evaluation will be performed on a per location basis.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage.

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That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

Step 2: Cost Score Percentage X Points Allocated to Cost Proposal = Total Cost Score

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – \$1,000,000 / \$1,000,000 = Cost Score Percentage of 1 (100%)
Step 2 – 1 X 30 = Total Cost Score of 30

Proposal 2: Step 1 – \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

- 6.9. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Shentel Communications, LLC

(Company)

Rebecca G Lambert, Account Manager

(Representative Name, Title)

540-984-5908 / 540-984-4920

(Contact Phone/Fax Number)

2/27/20

(Date)

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Attachment A: Service Availability and Speeds List

Attachment A - Available Speeds
WV Library Commission Broadband for Library

Instructions:

On the spreadsheet, indicate which locations your firm is bidding on, list the speeds available at that location, and submit this with the technical proposal submission.

Locations Bid and Available Speeds List				
SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Belington PL	88 ELLIOTT AVE BELINGTON, WV 26250 USA	Barbour	Yes	150 - 1000
Phillipi PL	91 S MAIN ST PHILIPPI, WV 26416 USA	Barbour	No	
Hedgesville PL	207 NORTH MARY ST, HEDGESVILLE, WV 25427	Berkeley	Yes	150 - 1000
Martinsburg-Berkeley PL	101 WEST KING ST MARTINSBURG, WV 25401 USA	Berkeley	No	
Musselman-South Berkeley Community Lib.	126 EXCELLENCE WAY, INWOOD, WV 25428 USA	Berkeley	Yes	150 - 1000
North Berkeley PL	1255 T J JACKSON DR, FALLING WATERS, WV 25419 USA	Berkeley	No	
Barrett-Wharton PL	38487 POND FORK RD BARRETT, WV 25208 USA	Boone	Yes	150 - 1000
Boone-Madison PL	375 MAIN ST MADISON, WV 25130 USA	Boone	No	
Coal River PL, Racine Library	494 JOHN SLACK CIR RACINE, WV 25165 USA	Boone	No	
Whitesville PL	38175 COAL RIVER RD WHITESVILLE, WV 25209 USA	Boone	No	
Burnsville PL	235 KANAWHA AVE BURNSVILLE, WV 26335 USA	Braxton	Yes	150 - 1000
Gassaway PL	536 ELK ST GASSAWAY, WV 26624 USA	Braxton	Yes	150 - 1000
Sutton PL	500 MAIN ST SUTTON, WV 26601 USA	Braxton	Yes	150 - 1000
Brooke County PL, Wellsburg Library	945 MAIN ST WELLSBURG, WV 26070 USA	Brooke	No	
Follansbee PL	844 MAIN ST FOLLANSBEE, WV 26037 USA	Brooke	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Barboursville PL	728 MAIN ST BARBOURSVILLE, WV 25504 USA	Cabell	No	
Cabell County PL	455 9TH STREET HUNTINGTON, WV 25701 USA	Cabell	No	
Cox Landing PL, Lesage Library	6365 COX LN LESAGE, WV 25537 USA	Cabell	No	
Gallaher Village PL	368 NORWAY AVE HUNTINGTON, WV 25705 USA	Cabell	No	
Guyandotte PL	203 RICHMOND ST HUNTINGTON, WV 25702 USA	Cabell	No	
Milton PL	1140 SMITH ST MILTON, WV 25541 USA	Cabell	No	
Salt Rock PL	5575 MADISON CREEK RD SALT ROCK, WV 25559 USA	Cabell	No	
West Huntington PL	901 14TH ST W HUNTINGTON, WV 25704 USA	Cabell	No	
Calhoun County PL, Grantsville Library	250 MILL ST GRANTSVILLE, WV 26147 USA	Calhoun	Yes	150 - 1000
Clay County PL	614 MAIN ST CLAY, WV 25043 USA	Clay	No	
Center Point PL	8871 WV ROUTE 23 N SALEM, WV 26426 USA	Doddridge	No	
Doddridge County PL, West Union	170 MARIE ST WEST UNION, WV 26456 USA	Doddridge	No	
Ansted PL	102 OAK ST ANSTED, WV 25812 USA	Fayette	Yes	150 - 1000
Fayetteville PL	200 W MAPLE AVE FAYETTEVILLE, WV 25840 USA	Fayette	No	
Meadow Bridge PL	53 MONTRADO ST MEADOW BRIDGE, WV 25976 USA	Fayette	No	
Montgomery PL	507 FERRY ST MONTGOMERY, WV 25136 USA	Fayette	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Mt. Hope PL	500 MAIN ST MOUNT HOPE, WV 25880 USA	Fayette	No	
Oak Hill	611 MAIN ST, OAK HILL, WV 25901 USA	Fayette	No	
Oak Hill HQ	531 SUMMIT ST OAK HILL, WV 25901 USA	Fayette	No	
Gilmer Co. PL, Glenville Library	214 WALNUT ST GLENVILLE, WV 26351 USA	Gilmer	Yes	150 - 1000
Allegheny Mountaintop Mt.Storm Library	8455 UNION HWY MOUNT STORM, WV 26739 USA	Grant	No	
Grant County PL, Moomau Petersburg	18 MOUNTAIN VIEW ST PETERSBURG, WV 26847 USA	Grant	Yes	150 - 1000
Alderson PL	308 WALNUT AVE ALDERSON, WV 24910 USA	Greenbrier	No	
Greenbrier County PL, Lewisburg	152 ROBERT W MCCORMICK DR LEWISBURG, WV 24901 USA	Greenbrier	No	
Rainelle PL	378 7TH ST RAINELLE, WV 25962 USA	Greenbrier	No	
Ronceverte PL	712 W MAIN ST RONCEVERTE, WV 24970 USA	Greenbrier	Yes	150 - 1000
Rupert PL	124 GREENBRIER ST RUPERT, WV 25984 USA	Greenbrier	No	
White Sulphur Springs PL	344 W MAIN ST WHITE SULPHUR SPRINGS WV 24986 USA	Greenbrier	No	
Capon Bridge PL	2987 NORTHWESTERN PIKE CAPON BRIDGE, WV 26711 USA	Hampshire	No	
Hampshire County PL, Romney Library	153 W MAIN ST ROMNEY, WV 26757 USA	Hampshire	No	
Lynn Murray Memorial PL, Chester Library	601 RAILROAD ST CHESTER, WV 26034 USA	Hancock	No	
Mary H. Weir PL, Weirton SubHub	3442 MAIN ST WEIRTON, WV 26062 USA	Hancock	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Swaney Memorial PL	210 S COURT ST NEW CUMBERLAND, WV 26047 USA	Hancock	No	
Hardy County PL, Moorefield Library	102 N MAIN ST MOOREFIELD, WV 26836 USA	Hardy	No	
Bridgeport PL	1200 JOHNSON AVE BRIDGEPORT, WV 26330 USA	Harrison	No	
Clarksburg-Harrison County PL, SubHub	404 W PIKE ST CLARKSBURG, WV 26301 USA	Harrison	No	
LOWE PL, Shinnston Library	40 BRIDGE ST SHINNSTON, WV 26431 USA	Harrison	No	
Nutter Fort PL	1300 BUCKHANNON PIKE NUTTER FORT, WV 26301 USA	Harrison	No	
Southern Area PL, Lost Creek Library	120 E MAIN ST LOST CREEK, WV 26385 USA	Harrison	No	
Jackson Co PL, Ripley Library	208 CHURCH ST N RIPLEY, WV 25271 USA	Jackson	No	
Ravenswood PL	323 VIRGINIA ST RAVENSWOOD, WV 26164 USA	Jackson	No	
Bolivar-Harpers Ferry PL	151 POLK ST HARPERS FERRY, WV 25425 USA	Jefferson	No	
Shepherdstown PL	100 E GERMAN ST SHEPHERDSTOWN, WV 25443 USA	Jefferson	Yes	150 - 1000
South Jefferson PL, Summit Point Library	49 CHURCH ST SUMMIT POINT, WV 25446 USA	Jefferson	Yes	150 - 1000
Clendenin	107 KOONTZ AVE SUITE 100 CLEDENIN, WV 25045 USA	Kanawha	No	
Glasgow PL	129 4TH AVE GLASGOW, WV 25086 USA	Kanawha	No	
Kanawha County PL	123 CAPITOL ST CHARLESTON, WV 25301 USA	Kanawha	No	
Marmet PL	9303 OREGON AVE MARMET, WV 25315 USA	Kanawha	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Nitro PL	1700 PARK AVE, NITRO, WV 25143 USA	Kanawha	No	
Riverside Branch PL	1 WARRIOR WAY, SUITE 104, BELLE, WV 25015 USA	Kanawha	No	
Sissonville PL	1 TINNEY LANE, CHARLESTON, WV 25312 USA	Kanawha	No	
South Charleston PL	312 4TH AVE SOUTH CHARLESTON, WV 25303 USA	Kanawha	No	
St. Albans PL	602 4TH ST., SAINT ALBANS, WV 25177 USA	Kanawha	No	
WVLC/Network	1900 KANAWHA BLVD E CHARLESTON, WV 25305 USA	Kanawha	No	
Cross Lanes PL	5449 BIG TYLER RD CROSS LANES, WV 25313 USA	Kanawha	No	
Dunbar PL	301 12TH ST MALL DUNBAR, WV 25064 USA	Kanawha	No	
Elk Valley PL	313 THE CROSSINGS MALL ELKVIEW, WV 25071 USA	Kanawha	No	
Louis Bennett PL, Weston Library	148 COURT AVE WESTON, WV 26452 USA	Lewis	Yes	150 - 1000
Alum Creek PL	255 MIDWAY SCHOOL RD ALUM CREEK, WV 25003 USA	Lincoln	No	
Guyan River PL	5320 MCCLELLAN HWY BRANCHLAND, WV 25506 USA	Lincoln	No	
Hamlin-Lincoln County PL	7999 LYNN AVE HAMLIN, WV 25523 USA	Lincoln	No	
Buffalo Creek PL	511 E MCDONALD AVE MAN, WV 25635 USA	Logan	No	
Chapmanville PL	740 CRAWLEY CREEK RD CHAPMANVILLE, WV 25508 USA	Logan	No	
Logan PL	16 WILDCAT WAY LOGAN, WV 25601 USA	Logan	No	
Fairview	500 MAIN ST FAIRVIEW, WV 26570 USA	Marion	No	
Mannington PL	109 CLARKSBURG ST, MANNINGTON, WV 26582 USA	Marion	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Marion County PL	321 MONROE ST, FAIRMONT, WV 26554	Marion	No	
Benwood-McMechen PL	201 MARSHALL ST MCMECHEN, WV 26040 USA	Marshall	No	
Cameron PL	44 MAIN ST CAMERON, WV 26033 USA	Marshall	No	
City-County PL, Moundsville Library	700 5TH ST MOUNDSVILLE, WV 26041 USA	Marshall	No	
Mason City PL	502 BROWN ST MASON, WV 25260 USA	Mason	No	
Mason County PL, Pt. Pleasant Library	508 VIAND ST POINT PLEASANT, WV 25550 USA	Mason	No	
New Haven PL	106 MAIN ST NEW HAVEN, WV 25265 USA	Mason	No	
Bradshaw PL	10002 MARSHALL HWY BRADSHAW, WV 24817 USA	McDowell	Yes	150 - 1000
Iaeger PL	104 W VIRGINIA AVE IAEGER, WV 24844 USA	McDowell	Yes	150 - 1000
McDowell County PL, Welch Library	90 HOWARD ST WELCH, WV 24801 USA	McDowell	Yes	150 - 1000
Northfork PL	24 FIRE BRANCH AVE NORTHFORK, WV 24868 USA	McDowell	No	
War PL	672 WARRIOR MINE RD WAR, WV 24892 USA	McDowell	Yes	150 - 1000
Craft Memorial PL, Bluefield Library	600 COMMERCE ST BLUEFIELD, WV 24701 USA	Mercer	No	
Princeton PL	920 MERCER ST, PRINCETON, WV 24740 USA	Mercer	No	
Burlington PL	6 HOPE LN BURLINGTON, WV 26710 USA	Mineral	No	
Ft. Ashby PL	57 PRESIDENTS ST FORT ASHBY, WV 26719 USA	Mineral	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Keyser-Mineral County PL	105 N MAIN ST KEYSER, WV 26726 USA	Mineral	No	
Kingwood PL	205 W MAIN ST KINGWOOD, WV 26537 USA	Mineral	No	
Piedmont PL	1 CHILDS AVE PIEDMONT, WV 26750 USA	Mineral	No	
Gilbert PL	5 WHARNCLIFFE AVE GILBERT, WV 25621 USA	Mingo	Yes	150 - 1000
Kermit PL	103 MAIN ST KERMIT, WV 25674 USA	Mingo	No	
Matewan PL	97 FIRST AVE MATAWAN, WV 25678 USA	Mingo	No	
Mingo County PL	4360 HELENA AVE DELBARTON, WV 25670 USA	Mingo	Yes	150 - 1000
Williamson PL	101 LOGAN ST WILLIAMSON, WV 25661 USA	Mingo	No	
Arnettsville	4120 FAIRMONT RD MORGANTOWN, WV 26501 USA	Monongalia	No	
Cheat Area PL	121 CROSBY RD MORGANTOWN, WV 26508 USA	Monongalia	No	
Clay Battelle PL, Blacksville Library	6059 MASON DIXON HWY BLACKSVILLE, WV 26521 USA	Monongalia	No	
Clinton District PL	2005 GRAFTON RD MORGANTOWN, WV 26508 USA	Monongalia	No	
Morgantown PL	373 SPRUCE ST MORGANTOWN, WV 26505 USA	Monongalia	No	
Monroe County PL, Union Library	303 S MAIN ST UNION, WV 24983 USA	Monroe	No	
Peterstown PL	23 COLLEGE DR PETERSTOWN, WV 24963 USA	Monroe	No	
Morgan County PL, Berkeley Springs Library	105 CONGRESS ST BERKELEY SPRINGS, WV 25411 USA	Morgan	Yes	150 - 1000

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Paw Paw PL	250 MOSER AVE PAW PAW, WV 25434 USA	Morgan	No	
Craigsville PL	63 LIBRARY LN CRAIGSVILLE, WV 26205 USA	Nicholas	Yes	150 - 1000
Richwood PL	8 WHITE AVE RICHWOOD, WV 26261 USA	Nicholas	No	
Summersville PL	6201 WEBSTER RD SUMMERSVILLE, WV 26651 USA	Nicholas	Yes	150 - 1000
Ohio County PL	52 16TH ST, WHEELING, WV 26003 USA	Ohio	No	
Pendleton County PL, Franklin Library	256 N MAIN ST FRANKLIN, WV 26807 USA	Pendleton	Yes	150 - 1000
Pleasants County PL, St. Marys Library	101 LAFAYETTE ST SAINT MARYS, WV 26170 USA	Pleasants	No	
Durbin PL	4715 STAUNTON PARKERSBURG TPKE DURBIN, WV 26264 USA	Pocahontas	No	
Green Bank PL	5683 POTOMAC HIGHLAND TRL GREEN BANK, WV 24944 USA	Pocahontas	No	
Hillsboro PL	54 3RD ST HILLSBORO, WV 24946 USA	Pocahontas	Yes	150 - 1000
Linwood PL (Snowshoe)	72 SNOWSHOE DR SLATYFORK, WV 26291 USA	Pocahontas	No	
Pocahontas Free PL, Marlinton Library	500 8TH ST MARLINTON, WV 24954 USA	Pocahontas	Yes	150 - 1000
Terra Alta PL	701B E STATE AVE TERRA ALTA, WV 26764 USA	Preston	No	
Buffalo PL	19209 BUFFALO RD BUFFALO, WV 25033 USA	Putnam	No	
Eleanor PL	500 ROOSEVELT BLVD ELEANOR, WV 25070 USA	Putnam	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Hurricane PL	410 MIDLAND TRL HURRICANE, WV 25526 USA	Putnam	No	
Poca PL	2858 CHARLESTON RD POCA, WV 25159 USA	Putnam	No	
Putnam County PL, Teays Valley Library	4219 STATE ROUTE 34 HURRICANE, WV 25526 USA	Putnam	No	
Raleigh County PL, Beckley Library	221 N KANAWHA ST BECKLEY, WV 25801 USA	Raleigh	No	
Shady Spring PL	440 FLAT TOP RD SHADY SPRING, WV 25918 USA	Raleigh	No	
Sophia PL	103 1ST ST SOPHIA, WV 25921 USA	Raleigh	No	
Elkins-Randolph PL	416 DAVIS AVE ELKINS, WV 26241 USA	Randolph	No	
Helvetia PL	4901 PICKENS RD HELVETIA, WV 26224 USA	Randolph	No	
Pioneer Memorial PL, Harman Library	22526 ALLEGHENY HWY HARMAN, WV 26270 USA	Randolph	No	
Russell Memorial	RT 219/250, MILL CREEK, WV 26280 USA	Randolph	No	
Valley Head PL	25369 SENECA TRL VALLEY HEAD, WV 26294 USA	Randolph	No	
Pennsboro PL	411 MAIN ST PENNSBORO, WV 26415 USA	Ritchie	No	
Ritchie County PL, Harrisville Library	608 E MAIN ST HARRISVILLE, WV 26362 USA HARRISVILLE	Ritchie	No	
Geary PL, Left Hand Library	1 LIBRARY LN SUITE 1 LEFT HAND, WV 25251 USA	Roane	No	
Roane County PL, Spencer Library	110 PARKING PLZ SPENCER, WV 25276 USA	Roane	No	
Walton PL	2 CUNNINGHAM LN WALTON, WV 25286 USA	Roane	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Summers County PL, Hinton Library	201 TEMPLE ST HINTON, WV 25951 USA	Summers	No	
Taylor County PL, Grafton Library	200 BEECH ST GRAFTON, WV 26354 USA	Taylor	No	
Five Rivers PL	301 WALNUT ST PARSONS, WV 26287 USA	Tucker	No	
Mountaintop PL, Thomas Library	384 2ND ST THOMAS, WV 26292 USA	Tucker	No	
Sistersville PL	518 WELLS ST SISTERSVILLE, WV 26175 USA	Tyler	No	
Tyler County PL, Middlebourne Library	301 BROAD ST MIDDLEBOURNE, WV 26149 USA	Tyler	No	
Charles W. Gibson PL, Buckhannon	105 E MAIN ST BUCKHANNON, WV 26201 USA	Upshur	No	
James W. Curry PL	1721 BROOKS HILL RD., FRENCH CREEK, WV 26218 USA	Upshur	No	
Upshur County PL, Buckhannon Upshur	1150 ROUTE 20 SOUTH RD BUCKHANNON, WV 26201 USA	Upshur	No	
Fort Gay PL	8608 REAR BROADWAY FORT GAY, WV 25514 USA	Wayne	No	
Wayne County PL, Ceredo-Kenova Library	1200 OAK ST KENOVA, WV 25530 USA	Wayne	No	
Wayne PL	325 KEYSER ST WAYNE, WV 25570 USA	Wayne	No	
Cowen PL	47 MILL ST COWEN, WV 26206 USA	Webster	Yes	150 - 1000
Webster-Addison PL, Webster Springs	331 S MAIN ST WEBSTER SPRINGS, WV 26288 USA	Webster	Yes	150 - 1000
Hundred PL	3527 HORNET HWY HUNDRED, WV 26575 USA	Wetzel	No	
New Martinsville	160 WASHINGTON ST NEW MARTINSVILLE, WV 26155 USA	Wetzel	No	

Attachment A - Available Speeds
WV Library Comission Broadband for Library

SITE	ADDRESS	COUNTY	BID? YES/NO	AVAILABLE SPEEDS in Mbps
Paden City PL	114 S 4TH AVE PADEN CITY, WV 26159 USA	Wetzel	No	
Pine Grove Library	756 ALLEY ADDITION PINE GROVE, WV 26419 USA	Wetzel	No	
Dora B. Woodyard PL, Elizabeth	411 MULBERRY ST ELIZABETH, WV 26143 USA	Wirt	No	
Parkersburg-Wood County PL	3100 EMERSON AVE PARKERSBURG, WV 26104 USA	Wood	No	
South Parkersburg PL	1807 BLIZZARD DR PARKERSBURG, WV 26101 USA	Wood	No	
Vienna PL	2300 RIVER ROAD, VIENNA, WV 26105 USA	Wood	No	
Waverly PL	450 VIRGINIA ST WAVERLY, WV 26184 USA	Wood	No	
Williamstown PL	201 W 5TH ST WILLIAMSTOWN, WV 26187 USA	Wood	No	
Hanover PL	5556 INTERSTATE HWY HANOVER, WV 24839 USA	Wyoming	Yes	150 - 1000
Mullens Area PL	102 4TH ST MULLENS, WV 25882 USA	Wyoming	Yes	150 - 1000
Oceana PL	1519 COOK PKWY OCEANA, WV 24870 USA	Wyoming	Yes	150 - 1000
Wyoming County PL, Pineville Library	155 PARK ST PINEVILLE, WV 24874 USA	Wyoming	Yes	150 - 1000

Vendor Name:

Shentel Communications, LLC

Vendor Address:

500 Shentel Way, Edinburg, VA 22824

Vendor Phone Number:

540-984-5908

Vendor Representative submitting
response:

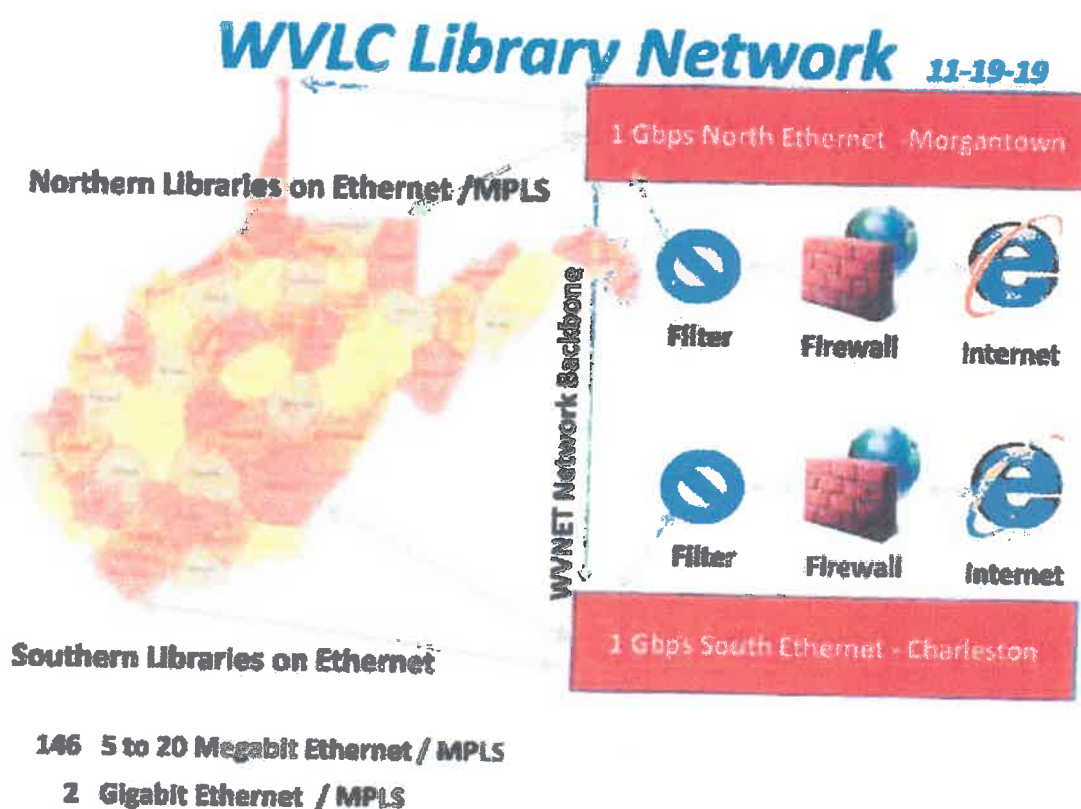
Rebecca G. Lambert

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

APPENDIX -1



REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

APPENDIX -2

West Virginia Public Library Directory

Public Library (Systems in Bold)	Director/Manager (Directors in Bold)	Physical Address	County
ALDERSON	Rose Spencer rose.spencer@mail.mln.lib.wv.us	115 Walnut Ave. Alderson, WV 24910	Greenbrier
Alum Creek	Kathy Cummings kathy@lincolib.org	214 Midway Rd. Alum Creek, WV 25003	Lincoln
Arnett	Cathy McMaster mcmaster@clark.lib.wv.us	4120 Fairmont Rd. Morgantown, WV 26501	Monongalia
Ashton	» SEE Hannah PL		
Barboursville	Linda LaRue llarue@cabell.lib.wv.us	728 Main Street Barboursville, WV 25504	Cabell
Beckley	» SEE Raleigh County PL		
Belle	» SEE Riverside PL		
Benwood-McMechen	Susan Reilly reillys@weirton.lib.wv.us	201 Marshall Street McMechen, WV 26040	Marshall
Berkeley Springs	» SEE Morgan County PL		
Bluefield	» SEE Craft Memorial		
BOLIVAR-HARPERS FERRY	Sara Outley sara.outley@maria.lib.wv.us	161 Falk Street Harpers Ferry, WV 21740	Jefferson

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

BOONE-MADISON

Tara Holstein, Interim Director
 tara.holstein@mail.mln.lib.wv.us

375 Main Street
 Madison, WV 25130

Boone

Branchland Relocated SEE Guyan River

BROOKE COUNTY
Alexandra L. Schneider
 alex.eberle@mail.mln.lib.wv.us
 945 Main Street
 Wellsburg, WV 26070
Brooke

Buckhannon SEE Charles W. Gibson and Upshur County
Buffalo
Becky Harvey
 buffalo@putnam.lib.wv.us
 19209 Buffalo Road
 Buffalo, WV 25033
Putnam

BUFFALO CREEK MEMORIAL
Tonya Mongold
 tonya.mongold@martin.lib.wv.us
 6 Hope Lane
 Burlington, WV 26710
Mineral

BURNSVILLE
Judy K. Rule
 jrule@cabell.lib.wv.us
 455 9th Street
 Huntington, WV 25701
Cabell

CALHOUN COUNTY
Anna L. Winters
 laurie.winters@mail.mln.lib.wv.us
 44 Main Street
 Cameron, WV 26033
Marshall

CENTER POINT
Christy Nicholson
 christy.nicholson@clark.lib.wv.us
 8871 WV Route 23
 Salem, WV 26426-6175
Doddridge

CHAPMANVILLE
Denise Weese
 weese_d@clark.lib.wv.us
 105 E. Main Street
 Buckhannon, WV 26201
Upshur

CHEAT AREA SEE Kanawha County
Colleen Caldwell
 caldwellc@clark.lib.wv.us
 121 Crosby Road
 Morgantown, WV 26508
Monongalia

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

CLARKSBURG-HARRISON	Jill Rafter jill.rafter@clark.lib.wv.us	404 W. Pike Street Clarksburg, WV 26301	Harrison
CLAY COUNTY	Shella E. Thome shella.thome@clark.lib.wv.us	614 Main Street Clay, WV 26043	Clay
Clay-Battelle	Sandra Throckmorton throckmo@clark.lib.wv.us	6059 Mason-Dixon Hwy Blacksville, WV 26621	Monongalia
CLINTON DISTRICT	Sandra Weston clinton@clark.lib.wv.us	2005 Grafton Road Morgantown, WV 26508	Monongalia
Coal River	Rebecca Deal rebecca.deal@mail.mln.lib.wv.us	494 John Slack Circle Racine, WV 25165	Boone
COWEN	Randy Timm randy.timm@wvlib.wv.us	47 Mill Street Cowen, WV 26206	Webster
CRAFT MEMORIAL	Eva H. McGuire mcguiree@mail.mln.lib.wv.us	600 Commerce Street Bluefield, WV 24701	Mercer
CROSS LANES	Brittany Addis brittany.addis@kanawhalibrary.org	5449 Big Tyler Road Cross Lanes, WV 25313	Kanawha
DODDRIDGE COUNTY	Cathy Ash ashcathy@clark.lib.wv.us	170 Marie Street West Union, WV 26456	Doddridge
DORRIS WOODYARD MEMORIAL	Ben Ball ben.ball@kanawhalibrary.org	301 12th Street Mall Dunbar, WV 25064	Kanawha
Dunbar	Lisa Reedy lisa.reedy@putnam.lib.wv.us	600 Roosevelt Blvd. Eleanor, WV 25070	Putnam
ELEANOR	Ben Ball ben.ball@kanawhalibrary.org	301 12th Street Mall Dunbar, WV 25064	Kanawha

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

Elizabeth

» SEE Dora B. Woodyard Memorial

FAIRMONT	Elizabeth Murphy emurphy@clark.lib.wv.us	115 Days Avenue Fairmont, WV 26031	Fairmont
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» SEE Marion County

FALLING WATERS	Lisa Minney lisa.minney@clark.lib.wv.us	501 Main Street Falling Waters, WV 26030	Falling Waters
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» SEE North Berkeley

FAYETTE COUNTY	Rebecca Kellum rebecca.kellum@mail.mln.lib.wv.us	631 Spruce Street Oak Hill, WV 25951	Fayette
Fayetteville	Randall Ballard randall.ballard@mail.mln.lib.wv.us	200 W. Maple Avenue Fayetteville, WV 25840	Fayette

FOLLANSBEE	Wendy L. Moore moore_wendy@clark.lib.wv.us	301 Walnut Street Follansbee, WV 26037	Follansbee
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» SEE Brooke County

Fort Ashby	April Dawitt april.dawitt@martin.lib.wv.us	57 Presidents Street Fort Ashby, WV 26719	Mineral
Fort Gay	Sheila Bowen sbowen@cabell.lib.wv.us	8508 Rear Broadway Fort Gay, WV 25514	Wayne

GALLAHUE	Kayla Young kayla.young@cabell.lib.wv.us	366 Norway Avenue Huntington, WV 25705	Cabell
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GASSAWAY	Beverly Cottrell beverly.cottrell@clark.lib.wv.us	536 Elk Street Gassaway, WV 26024	Braxton
Geary	Sandra Morton morton39@mail.mln.lib.wv.us	1 Library Lane Suite 1 Left Hand, WV 25251	Roane

GILMER	Lisa Minney lisa.minney@clark.lib.wv.us	214 Walnut Street Glenville, WV 26351	Gilmer
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GLENVILLE	Wendy L. Moore moore_wendy@clark.lib.wv.us	125 Elm Avenue Glenville, WV 26351	Glenville
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» SEE Gilmer

Granton

» SEE Taylor County

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

GRANT COUNTY

Barbara Carr
carbara@martin.lib.wv.us

18 Mt. View Street
Petersburg, WV 26847

Grant

Green Bank

Hallie Herold
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5683 Potomac
Highlands Trail
Green Bank, WV 24944

Pocahontas

GREENBRIER COUNTY

Judy Fox
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5320 McClellan Highway
Branchland, WV 25506

Lincoln

Guyan River

HAMLIN-LINCOLN COUNTY

Melissa Brown
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7999 Lynn Avenue
Hamlin, WV 25523

Lincoln

Hannan

HARDY COUNTY

Carol Koontz
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102 N. Main Street
Moorefield, WV 26836

Hardy

Hannan

Harpers Ferry

Hedgesville

Dana Phelps
dana.phelps@mbcpl.org

207 North Mary Street
Hedgesville, WV 25427

Berkeley

Hillsboro

Elwood Groves
elwood.groves@mail.mtn.lib.wv.us

54 Third Street
Hillsboro, WV 24946

Pocahontas

HUNDRED

Tina McBee
tina.mcbee@wvc.lib.wv.us

3527 Hornet Highway
Hundred, WV 26575

Wetzel

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

Huntington	SEE Cabell County, Gallagher Village and Guyandotte		
Hurricane	Rebecca Elliot rellott@putnam.lib.wv.us	410 Midland Trail Hurricane, WV 25526	Putnam
Hurricane	SEE Putnam County		
laeger	Marilyn Fain fainm@mail.mtn.lib.wv.us	120 West Virginia Avenue laeger, WV 24844-0006	McDowell
JACKSON COUNTY	John Farla john.farla@mail.mtn.lib.wv.us	208 N. Church Street Ripley, WV 25271	Jackson
JACKSON COUNTY	SEE Wayne County		
Kenova	SEE Wayne County		
KEYSER-MINERAL COUNTY	Heather Haynes heather.haynes@martin.lib.wv.us	105 N. Main Street Keyser, WV 26726	Mineral
KEYSER-MINERAL COUNTY	SEE Gery		
Left Hand	SEE Gery		
Lewisburg	SEE Greenbrier County		
LOGAN AREA	Judy Overko judy.overko@cabell.lib.wv.us	16 Wildcat Way Logan, WV 25601	Logan
LOUIS BENNETT	Katrina Smith-Johnson katrina.smith@clark.lib.wv.us	148 Court Avenue Weston, WV 26452	Lewis
LYNN MURRAY MEMORIAL	Ashley Tharp ashley.tharp@weirton.lib.wv.us	601 Railroad Street Chester, WV 26034	Hancock

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

MARION *SEE Boone-Madison*
Man *SEE Buffalo Creek Memorial*

Marion	Linda Sidde lsidde@mcpls.org	109 Clarkburg Street Marion, WV 26582	Marion
MARION COUNTY	Erika Connelly econn@mcpls.org	321 Monroe Street Fairmont, WV 26554	Marion

MARTINSBURG *SEE Kanawha County*
Marmet *SEE Kanawha County*
Marmet Melissa Burchett
melissa.burchett@kanawhalibrary.org
 9303 Oregon Avenue
Marmet, WV 25315
Kanawha

MARTINSBURG *SEE Hancock County*
MARY H. WEIR Rik Rekowski
rekowski@weirton.lib.wv.us
 3442 Main Street
Weirton, WV 26062
Hancock

MASON *SEE Mason County*
MASON COUNTY Pamela Thompson
thompson@mail.mln.lib.wv.us
 508 Vland Street
Point Pleasant, WV 25550
Mason

MCDOWELL *SEE Mingo County*
MCDOWELL Barbara Fields
barbara.fields@mail.mln.lib.wv.us
 90 Howard Street
Welch, WV 24801
McDowell

MEADOW BRIDGE *SEE Boone-Madison*
Meadow Bridge April Vaughn
april.vaughn@mail.mln.lib.wv.us
 53 Monrado Street
Meadow Bridge, WV 25976
Fayette

MILL CREEK *SEE Boone-Madison*
Mill Creek *SEE Russell Memorial*

MINGO *SEE Boone-Madison*
MINGO COUNTY Pam Warden
pwarden@cabell.lib.wv.us
 4360 State Route 65
Delbarton, WV 25670
Mingo

MORGAN COUNTY *SEE Boone-Madison*
MORGAN COUNTY Pamela Kirby
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 405 South Main Street
Union, WV 24903
Mingo

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

Montgomery

Gordon Kent
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Montgomery, WV 25136

Fayette

MORGAN COUNTY

Sarah Drennan
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Berkeley Springs, WV
25411

Morgan

MORGANTOWN

Sarah Palfrey
sarah.palfrey@clark.lib.wv.us373 Spruce Street
Morgantown, WV 26505

Monongalia

Morgantown

» SEE Cheat Area PL and Clinton District

MARTINSVILLE
MARSHALL COUNTYSusan Kelly
susan.kelly@clark.lib.wv.us700 Park Street
Martinsville, WV 26151

Marshall

MOUNTAINTOP

Debbie Williams (point of contact)
debbie.williams@clark.lib.wv.us384 2nd St.
Thomas, WV 26292

Tucker

Mt. Hope

Patricia Bush
patricia.bush@mail.mln.lib.wv.us400 Main Street
Mt. Hope, WV 26040

Fayette

Mt. Storm

» SEE Allegheny Mt. Top

Mulling Area

Bernice Nuckolls
bernice.nuckolls@mbcpl.org100 Park Street
Mulling, WV 26042

Waynesburg

Musselman-South
Berkeley Community LibraryDavid Porterfield
david.porterfield@mbcpl.org126 Excellence Way
Inwood, WV 25428

Berkeley

New Marlinton

» SEE Marlinton

New Cumberland

» SEE Swaney Memorial

New Haven

Teresa Conn
teresa.conn@mail.mln.lib.wv.us105 Main Street
New Haven, WV 26045

Waynesburg

NEW MARTINSVILLE

Janet Witten Conn
janet.conn@mail.mln.lib.wv.us160 Washington St.
New Martinsville, WV
26155

Wetzel

North

Lynh Gentry Chin
lynh.gentry@khanacademy.org1700 Park Avenue
North, WV 25143

Kanawha

North Berkeley

Dana Phelps
dana.phelps@mbcpl.org1255 T.J. Jackson Drive
Falling Waters, WV 25419

Berkeley

Northfork

Mark Thompson
mark.thompson@mail.mln.lib.wv.us1410 South Avenue
Northfork, WV 26301

Mason

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

NUTTER FORT

Dottie White
dottie.white@clark.lib.wv.us

1300 Buckhannon Pike
Nutter Fort, WV 26301

Harrison

Oak Hill (Admin)

SEE Fayette County

Fayette

OHIO COUNTY

Dottie Thomas
thomasd@weirton.lib.wv.us

52 16th Street
Wheeling, WV 26003

Ohio

PADEN CITY

Danielle Ice-Davis
danielle.ice-davis@weirton.lib.wv.us

114 S. 4th Avenue
Paden City, WV 26159

Weitzel

Parkersburg

SEE South Parkersburg and Parkersburg/Wood County

PARKERSBURG/WOOD COUNTY

Brian Rantz
brantz@parklib.org

114 S. 4th Avenue
Parkersburg, WV 26104

Weitzel

Parsons

SEE Five Rivers

PAW PAW

Virginia DiFrancesco
vdiFrancesco@martin.lib.wv.us

256 North Main Street
Franklin, WV 26807

Pendergast

PENDLETON COUNTY

Rebecca McConnell
rebecca.mcconnell@martin.lib.wv.us

256 North Main Street
Franklin, WV 26807

Pendleton

PETERSBURG

Carolyn Hester Williams
carolynh@grantlib.org

114 S. 4th Avenue
Paden City, WV 26159

Weitzel

Petersburg

SEE Grant County

PETERSTOWN

Jeff Chadwell
jeff.chadwell@raleigh.lib.wv.us

172 College Ave.
Peterstown, WV 24963

Monte

PHILIPPI

Judy Buckner Larry
judy.larry@clark.lib.wv.us

91 S. Main Street
Philippi, WV 26416

Barbour

PINE GROVE

Donna Goontz
donna.goontz@mail.nln.lib.wv.us

756 Alley Addition
Pine Grove, WV 26419

Weitzel

PIONEER MEMORIAL

Sandra Parrish
sandra.parrish@clark.lib.wv.us

22526 Allegheny Hwy
Harman, WV 26270

Randolph

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

PLEASANTS COUNTY	Mary Hooper mary.hooper@wvlc.lib.wv.us	101 Lafayette Street St. Marys, WV 26170	Pleasants
Poca	Teresa King poca@putnam.lib.wv.us	2858 Charleston Road Poca, WV 25159	Putnam

POCAHONTAS COUNTY Library & Visitor Information Center	Chris Latta latta@pocahontaslibrary.org	501 5th Street Mason, WV 24954	Pocahontas
Point Pleasant	» SEE Mason County		

PUTNAM COUNTY	Megan Tarbett megan.tarbett@putnam.lib.wv.us	4219 State Rt. 34 Hurricane, WV 25526	Putnam
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RAINELE	Debra Goddard dgoddard@mail.mln.lib.wv.us	378 7th Street Rainelle, WV 25962	Greenbrier
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RALEIGH COUNTY	Amy Stover stovera@raleigh.lib.wv.us	221 N. Kanawha Street Beckley, WV 25801	Raleigh
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Ripley	» SEE Jackson County		

ROANE COUNTY	Melissa Burchett melissa.burchett@kanawhalibrary.org	1 Warrior Way, Suite 104 Belle, WV 25015	Kanawha
---------------------	--	---	---------

ROANE COUNTY	Mary Furr mary.furr@mail.mln.lib.wv.us	110 Parking Plaza Spencer, WV 26276	Roane
Romney	» SEE Hampshire County		

ROCKY MOUNTAIN	Carol McClung mcclung@mail.mln.lib.wv.us	124 Greenbrier Street Rupert, WV 25984	Greenbrier
-----------------------	--	---	------------

RUSSELL MEMORIAL	Elison Mallow mallow@russellmemorial.org	110 1st Street Martinsburg, WV 26005	Frederick
-------------------------	--	---	-----------

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

Salt Rock

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Cabell

SHEPHERDSTOWN

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SOUTH JEFFERSON

SOUTH PARKERSBURG

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Kanawha

St. Marys

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Summers

SUMMERSVILLE

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Nicholas

Summit Point

* SEE South Jefferson

TAYLOR

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Taylor

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

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Preston

Tygart Valley

• SEE Russell Memorial

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Tyler

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Upshur

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War

• SEE McDowell

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McDowell

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Wayne

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Webster Springs,
WV 26288

Webster

Webster Springs

• SEE Webster-Addison

Werton

• SEE Mary H. Weir Memorial

Welch

• SEE McDowell

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

Wellsburg

» SEE Brooke County

West Union

» SEE Doddridge County

Wharton

» SEE Barren-Wharton

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24986

Greenbrier

WILLIAMSON

Jennifer Hatfield
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101 Logan Street
Williamson, WV 25661

Mingo

Wirt County

» SEE Dora Bee Woodyard Memorial

WYOMING COUNTY

Dora Woodyard, Branch Manager
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Bridgeton, WV 26039

Wyoming

REQUEST FOR PROPOSAL
Broadband Services
West Virginia Library Commission

APPENDIX 3 – E-RATE ELIGIBLE SERVICES

Terms and conditions begin on next page.

REQUEST FOR PROPOSAL

Broadband Services

West Virginia Library Commission

Federal Communications Commission

DA 14-1173

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

Modernizing the E-Rate Program for Schools and
Libraries

)
)
)
)
)

WC Docket No. 13-104

ORDER

Adopted: November 14, 2013

Released: November 14, 2013

By the Chief, Wireless Competition Bureau:

I. INTRODUCTION

1. In this Order, the Wireless Competition Bureau (Bureau) adopts the eligible services list (ESL) for funding year (FY) 2019 for the schools and libraries universal service support program (more commonly referred to as the E-Rate program).¹ Specifically, based on the record before us, we adopt the proposals set forth in the Bureau's Public Notice seeking comment on the proposed ESL for FY2019 and the additional changes discussed below.² In addition, we release the ESL for FY2019 and authorize the Universal Service Administrative Company (USAC) to open the annual application filing window no earlier than 60 days after the release of this Order.³

II. BACKGROUND

2. Sections 254-(c)(1), (c)(2), (d)(1)(B), and (d)(2) of the Communications Act collectively grant the Commission authority to specify the services that will be supported for eligible schools and libraries and to design the specific mechanisms for support.⁴ Pursuant to this authority, the Commission delegated responsibility to the Bureau to update the ESL annually.⁵ In the FY2019 ESL Public Notice, we sought comment on revisions to the ESL for FY2019.⁶ In this connection, we identified one significant change made between the FY2018 ESL and the proposed FY2019 ESL. Specifically, we proposed to eliminate the "Eligible Voice Services" section of the ESL and added a note to clarify that dedicated voice channels on an Integrated Services Digital Network circuit are no longer eligible for E-Rate funding consistent with the Commission's decision in the 2004 First E-Rate Order to phase down E-Rate program

¹ The ESL specifies the services and products that are eligible for E-Rate discounts.

² Wireless Competition Bureau seeks comment on Proposed Eligible Services List for the E-Rate Program, WC Docket No. 13-104, Public Notice, DA 13-309 (WCB 2013) (FY2019 ESL Public Notice).

³ See *Schools and Libraries Universal Service Support Mechanism, Eligible Services List for Funding Year 2019 (FY2019 ESL)*, Appendix B, below. 47 CFR § 54.502(d) (requiring the final ESL to be released at least 60 days prior to the opening of the application filing window).

⁴ 47 U.S.C. §§ 254-(c)(1), (c)(2), (d)(1)(B), (d)(2).

⁵ See 47 CFR § 54.502(d) (detailing the procedures for seeking comment on a draft ESL).

⁶ FY2019 ESL Public Notice at 3.

Arbor System Overview

Arbor Mitigation Solution

A. Types Attacks

1. Background

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

2. Summary

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

B. Types Attacks

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

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

C. Arbor and Network Topology

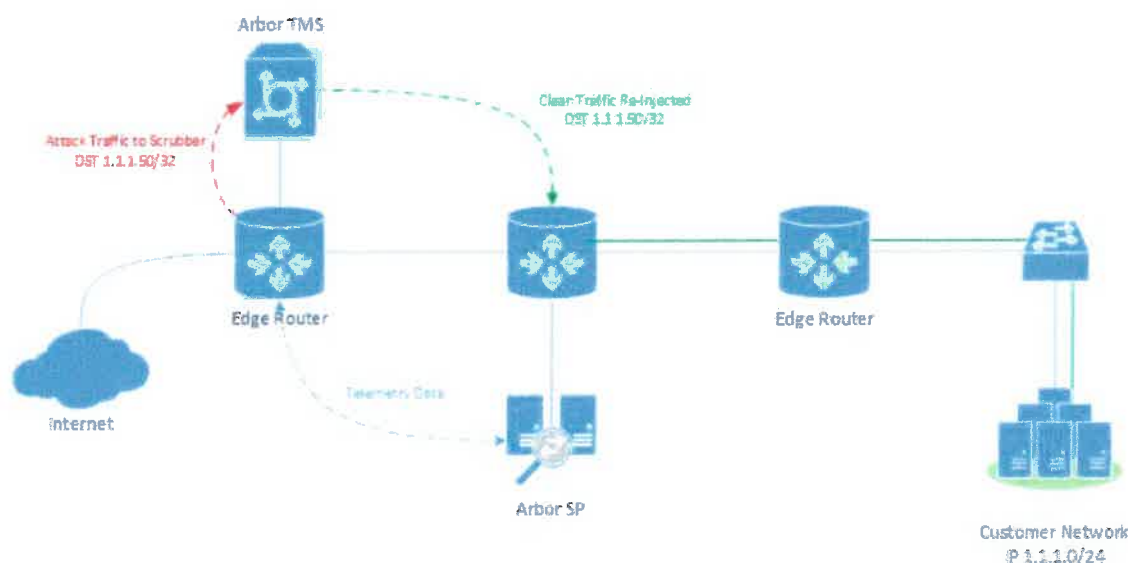


Figure 1

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

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

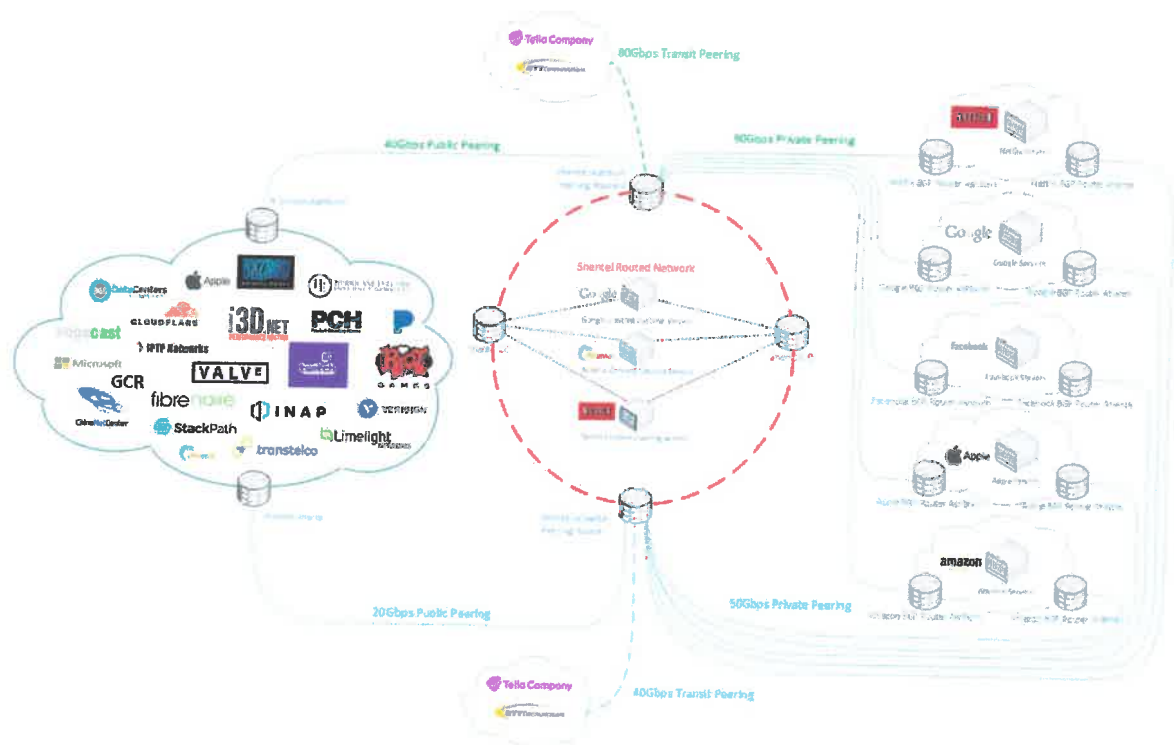


Figure 2

D. Benefits

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

E. Some visibility into source and destination of traffic

F. Attack Statistics

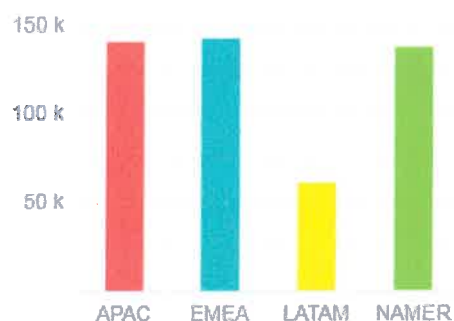
1. Global Attacks for December 2018

ISPs by region:

● APAC	55
● EMEA	150
● LATAM	37
● NAMER	103



Frequency by region:



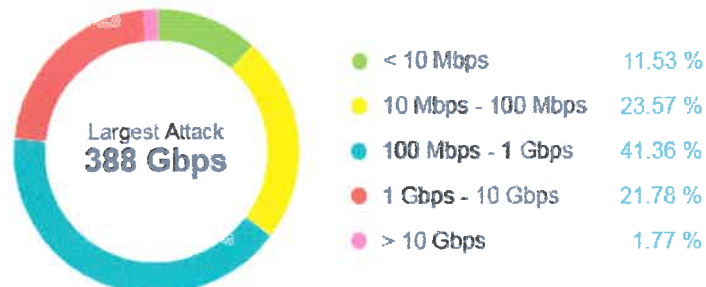
Frequency by Duration:



Peak Volume by region:



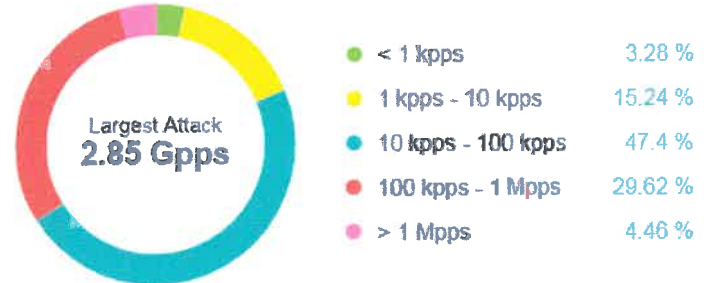
Breakout by Volume:



Peak Speed by region:



Breakout by Speed:



2. Shentel Statistics

All Alerts Alert Classes

Severity Level	Ongoing	Recent	Last 24 Hours
High	0	7845	5
Medium	0	779	5
Low	0	701	4
Total	0	9325	14

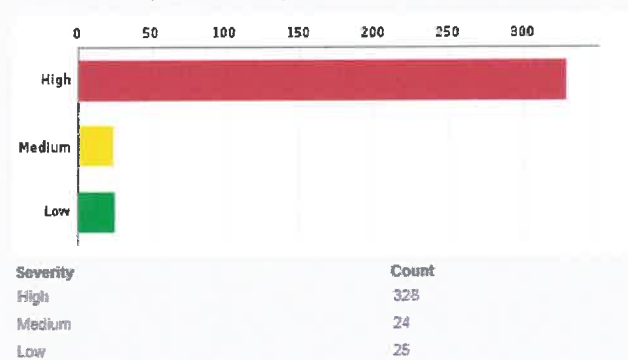
All Alerts Alert Classes

Alert Class	Ongoing	Recent	Last 24 Hours
BGP	0	64	0
Cloud Signaling	0	0	0
Data	0	161	0
DoS	0	8953	9
Mobile Analysis	0	0	0
System Error	0	0	0
System Event	0	4	0
TMS	0	64	0
Traffic	0	76	2
Total	0	9322	11

3. Shentel Attacks December 2018

Incoming Alerts by Severity

The following table and graph display the distribution of the alerts by severity over the selected time period. The SP system detected 377 incoming alerts.



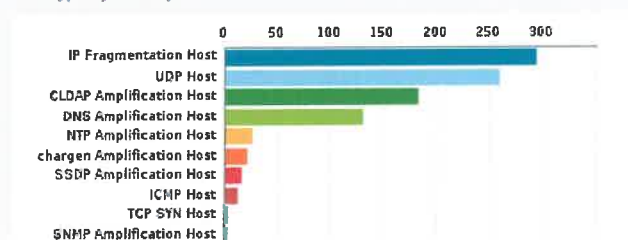
Outgoing Alerts by Severity

The following table and graph display the distribution of the alerts by severity over the selected time period. The SP system detected 151 outgoing alerts.



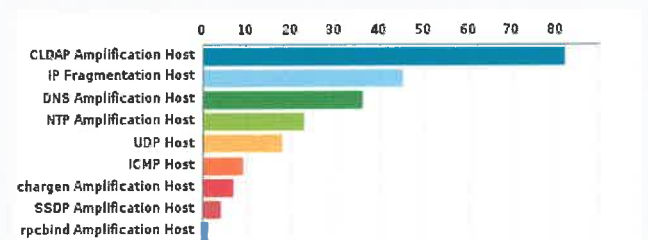
Incoming Alert Misuse Types

The following table and graph display the distribution of the misuse types in alerts over the selected time period. The graph shows the number of alerts where the given misuse type was detected, while the table also shows the misuse types for each type by severity.



Outgoing Alert Misuse Types

The following table and graph display the distribution of the misuse types in alerts over the selected time period. The graph shows the number of alerts where the given misuse type was detected, while the table also shows the misuse types for each type by severity.



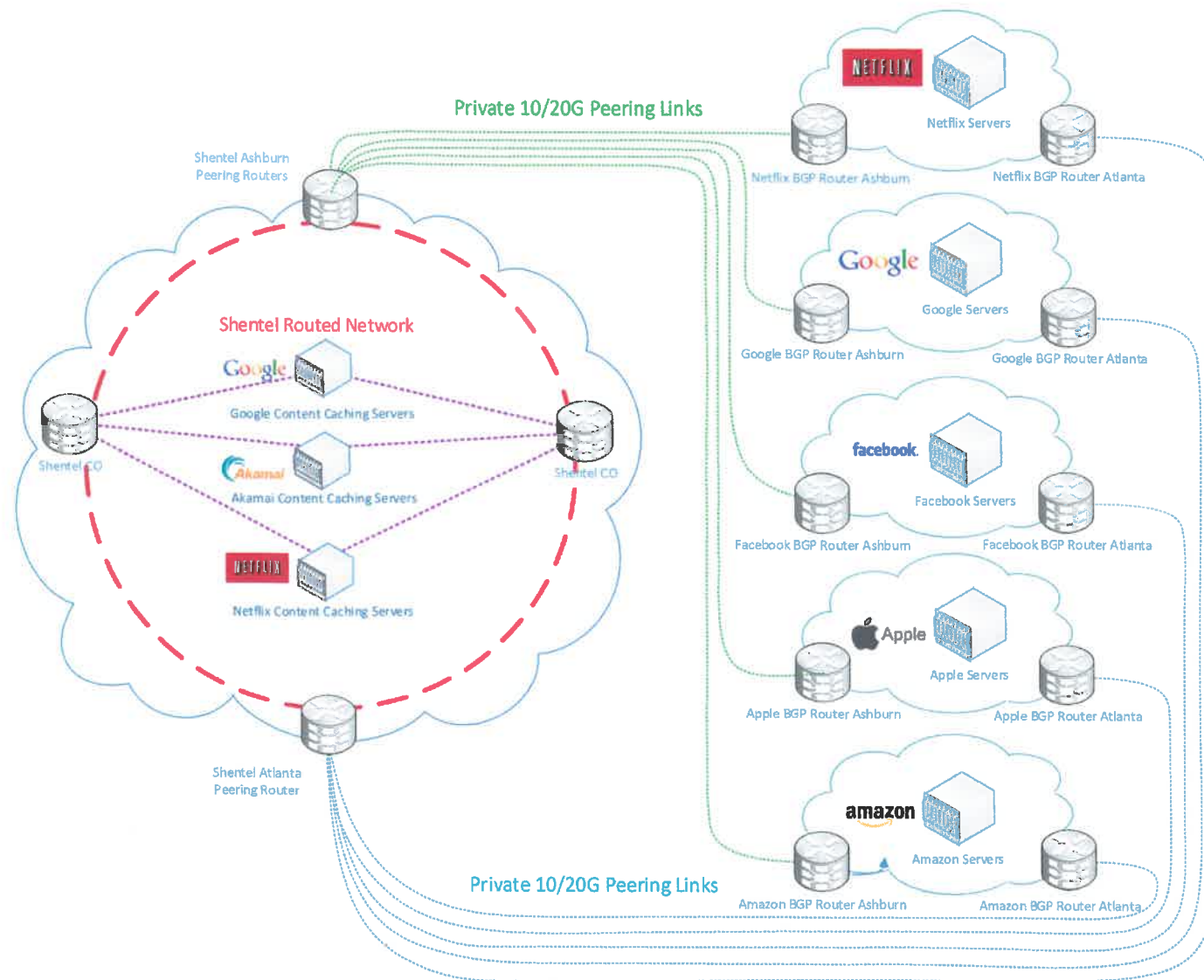
Average attack December 2018 = 2.7Gbps

Largest Attack December 2018 = 31.5Gbps

G. Questions

I am always available to answer any question regarding the Arbor system, DDoS in general, routing or security.

My contact information is Desk: 540-984-5069 / email: Patrick.Stevenson@emp.shentel.com



Shentel Communications, LLC
USAC SPIN: 143033621 / FIN: 54-1970301
MASTER SERVICES AGREEMENT

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

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

4.1. Use of Service by Customer.

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

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

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

4.3. Provider Equipment.

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

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

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

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

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

5. PAYMENT TERMS:

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

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

6. DEFAULT AND REMEDIES:

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

6.2. Remedies Following Default.

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

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

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

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

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

- 8.1. Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT THIS AGREEMENT AND SERVICE PROVIDED HEREUNDER. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE OR NON-INFRINGEMENT.
- 8.2. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DELAYS IN INSTALLATION, COMMENCEMENT OR RESTORATION OF SERVICE, MISTAKES, ACCIDENTS, OMISSIONS, SERVICE INTERRUPTIONS, ERRORS OR DEFECTS IN TRANSMISSION IN THE PROVISION OF SERVICE, SHALL NOT EXCEED THE AMOUNT OF THE CREDIT ALLOWANCE, IF ANY, AVAILABLE UNDER EXHIBIT A. WITHOUT LIMITING THE FOREGOING, PROVIDER SHALL HAVE NO OBLIGATION TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LIABILITIES (AS DEFINED BELOW) ARISING OUT OF THE FAULT OF FACILITIES OR EQUIPMENT UTILIZED BY CUSTOMER, OR ITS AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR ANYONE ACTING ON BEHALF OF CUSTOMER OR FOR ANY ACT OR OMISSION OF CUSTOMER IN FURNISHING ITS SERVICES TO OTHERS.
- 8.3. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE PROVISION OF SERVICE TO BE PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES, WHETHER OR NOT PROVIDER OR CUSTOMER HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

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

11. MISCELLANEOUS PROVISIONS:

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

capacity which Provider may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Provider. Whenever transmission capacity provided by Provider under this Agreement is connected to facilities provided by another person or entity, the regulations, terms and charges of such other person or entity shall apply for the facilities provided by such other person or entity. Nothing in this Agreement shall be construed to obligate Customer to submit, or Provider to accept, Service Orders.

- 11.11. Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
- 11.12. Attorneys' Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, to collect any amounts due hereunder, or to collect money damages for breach hereof, each party is responsible for in-house counsel, court costs, costs of investigation and other related expenses incurred in connection herewith.
- 11.13. Amendments. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- 11.14. Notices. All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express. All written notices required under the Agreement shall be sent to the following:

To PROVIDER:

With a copy to:

To CUSTOMER:

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

- 11.15. Severability. Except as otherwise provided for in this Agreement, Service provided by Provider as set forth in each Service Order attached hereto is severable, and upon termination of Service with respect to any Service Order, Services provided under other Service Orders shall continue unaffected. Similarly, if any part or provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement

and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part or provision to the extent necessary to render the Agreement valid and enforceable.

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

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

"Provider"
Shentel Communications, LLC

"Customer"

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Attachment 1

See attached Service Order

(Insert Service Order after this page)

Service-Specific Terms

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

Terms and Conditions Specific to Internet Access Services:

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

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

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

Terms and Conditions Specific to VoIP Telephone Services:

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

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

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

Shentel Responsibility

1. Host and maintain the voice feature switch on Shentel's premise
2. Replace any faulty phones throughout your contract term
3. Ship Phones to your location with proper labeling and documentation
4. Provision your Business Group based on the standard configurations set forth in the product document (i.e. Basic, Standard)
5. Give you access to training and reference material for the phones and Business Group Administration Portal
6. Provide standard training documentation on the phone system to your Business Group Administrator. Your Business Group Administrator will make changes after 7 day initial installation period. See below for more information about how to make changes during and after the initial installation period.

7. Installation: Shentel shall be responsible for placing phones and testing should customer elect to pay a Non Recurring Charge (NRC) for installation Services. Please refer to the 'Voice Professional Services' section below for current installation rates.
8. After installation and turn up is complete, the customer will have a 7 day installation period to contact the Shentel Business Services department to make any necessary feature or functionality changes. Any changes requested by the customer after this initial 7 day period will be subject to the current Voice Professional Services rates at the time the change was requested. The 7 day Installation support period should only be used for feature and functionality support and NOT for configuring the customer's network or equipment. If Shentel must get involved to configure the customer's network or equipment, customer will be billed the current Voice Professional Services rate.

Customer Responsibility

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

Voice Professional Services Rates

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

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

Hosted Voice Customer Requirements

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

Customer Configuration Requirements:

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

EXHIBIT A

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

1. **Technical Specifications.**

Description of Service

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

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

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

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

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

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

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

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

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

11. Multiple Applicable Service Standards.

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

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

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

EXHIBIT B

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

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

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

7. **Self-Installation.** Customer may order the self-install option for wireless Access Points. If Customer orders Self-Install, Customer will be responsible for installation of Devices and integration into the Customer's network. Customer is responsible for necessary preparations at its location(s) for delivery and installation of Devices including but not limited to: (a) ensuring that Customer's location has access to power and customer network connections, and (b) cabling, if required. Shentel will load standard configurations in the Portal for initial setup including SSIDs for internal and guest access. Customer will call into Shentel's Activations and Implementation support team when ready for service to be turned up. Shentel cannot guarantee wireless coverage with the self-install option.
8. **Maintenance.** Service maintenance will be conducted remotely through the Portal when Shentel receives an alarm notification or when Customer notifies the SHENTEL operations center. If Shentel determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. Shentel will dispatch a technician for replacement installation if required. If Shentel conducts maintenance due to service deficiencies or interruptions caused by Customer, Shentel will charge a one-time NRC of \$125 per hour for that maintenance.
9. **Portal Access.** Customer will have access to the Portal for reporting analytics and full visibility to their network. Shentel will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the SHENTEL operations center. Shentel will exclusively maintain global administrative access to the Service at all times. Shentel will not be responsible for outages or security incidents that occur due to Customer changes or configuration.
10. **Additional Charges.** Situations that fall outside of our Standard Installation will require additional charges
 - a. Scissor Lifts. If device placement is above 14 ft., installation will require the use of a scissor lift.
 - b. Heat maps
 - c. Site survey

11. Service Level Objectives

- a. **Downtime** is an interruption to the availability of Shentel Managed Services for any reason other than those stated in the "Events Exempt from Service Credit" below.
- b. **Credits** Shentel does not provide any service level credits for Service Unavailability for broadband access without cellular back-up service. The Availability service level of broadband access is 99.99% when combined with cellular back-up service. In the event that Shentel fails to achieve the availability SLA, Customer shall be entitled to a credit as a percentage of its MRC for the affected broadband access service as follows:

Cumulative Unavailability (HR:MIN)	% of broadband access MRC
00:01 – 00:04	No Credit
00:05 – 00:43	10%

00:44 – 04:00	15%
04:01 – 12:00	30%
12:01 – or Greater	50%

- c. Events Exempt from Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:
 - a. Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
 - b. Failure of electrical power not provided by Provider;
 - c. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
 - d. Customer's noncompliance with this Agreement;
 - e. Any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
 - f. Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
 - g. Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
 - h. Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA
12. **Terms and Conditions.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.
13. **Additional Disclaimer of Warranty.** Meraki makes warranties directly to Customer pursuant to the Meraki End Customer Agreement. Shentel does not make any representations, warranties, or any other commitments regarding Meraki or its products. In addition to any other disclaimers of warranty stated in the Agreement, Shentel makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Shentel impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Shentel. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Shentel makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that use common network features, have appropriate-security controls. Customer agrees to notify Shentel in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.
14. **Customer Responsibilities**
 - a. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Shentel or Cisco in accordance with this Service Exhibit and the Meraki End Customer Agreement. In addition, Customer consents to Shentel's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for

properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest.

- b. Customer is responsible to provide Cat 5e or Cat 6 ethernet cabling and 120V AC power to each end point.
- c. Customer must notify Shentel of any move or relocation of Service.
- d. Customer must have access to the public internet and Customer will be responsible for the underlying Internet connection. Customer's Internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.
- e. Customer is responsible for sharing with Shentel all information that might impact the Service or Shentel's ability to provide the Service as soon as the changes or problems are discovered. This includes informing Shentel of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.
- f. Customer is responsible for providing end-user support.
- g. Customer is responsible for providing Shentel with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with Shentel necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, or mobile telephone number, and any other information that may be required to reach the POC during the workday or after hours. The POC must be available during any remote installation process. Shentel is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts Shentel's ability to access devices or applications, Shentel may not be able to perform support.



Service Order

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

Customer Name: _____ Shentel Service Account No. _____

Billing Address: _____

City, State, Zip: _____

Initial Term: _____ Standard Interval: _____

Contact

Service Description

Monthly Recurring Charge

A Location:

Z Location:

Non-Recurring Charges

Waived

List all published TN's when porting for voice services

Total Service Charges

Acceptance

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

Customer Signature

Printed Name and Title

Date

Shentel

Printed Name and Title

Date



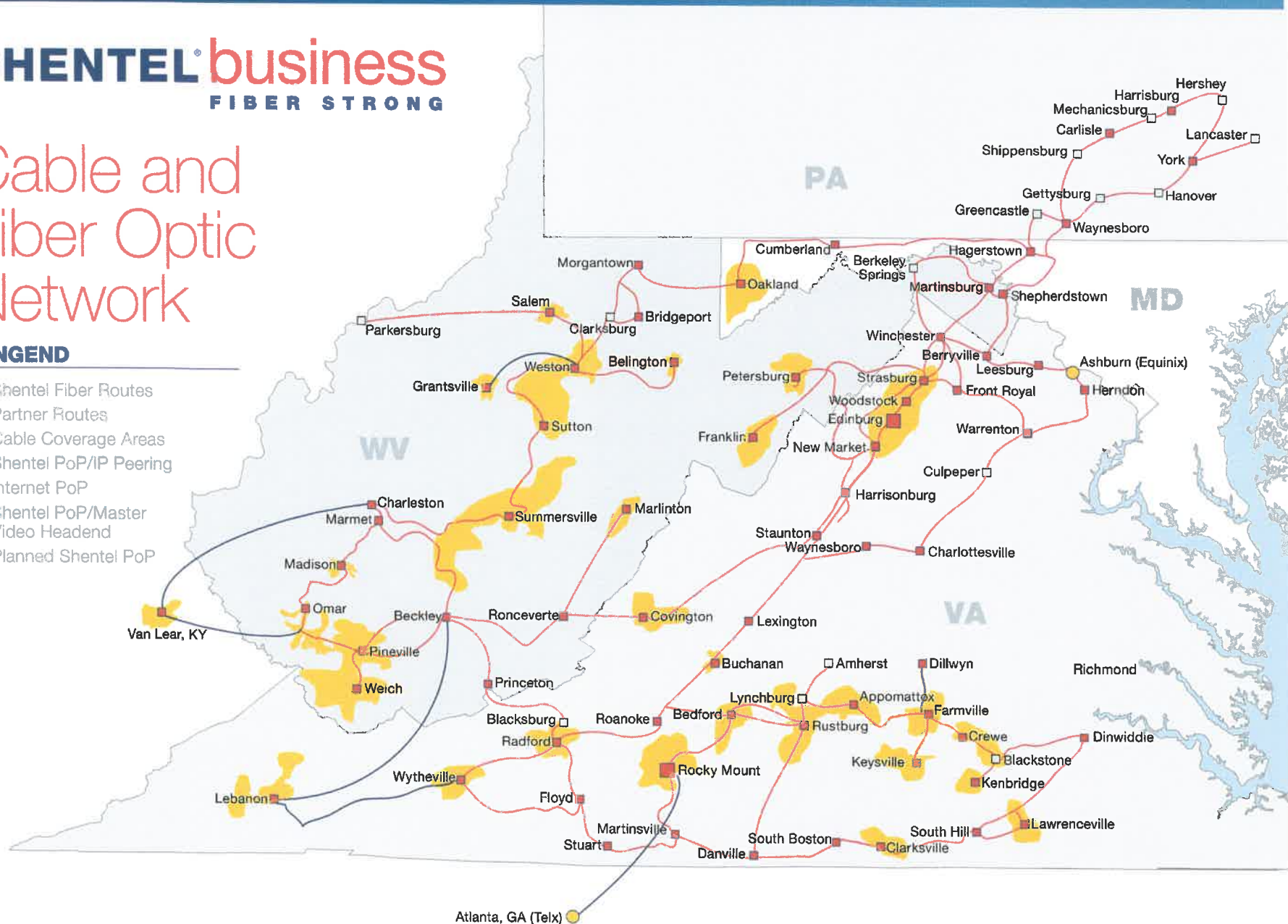
REFERENCES

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Many more available upon request

Cable and Fiber Optic Network

- Shentel Fiber Routes
- Partner Routes
- Cable Coverage Areas
- Shentel PoP/IP Peering
- Internet PoP
- Shentel PoP/Master Video Headend
- Planned Shentel PoP

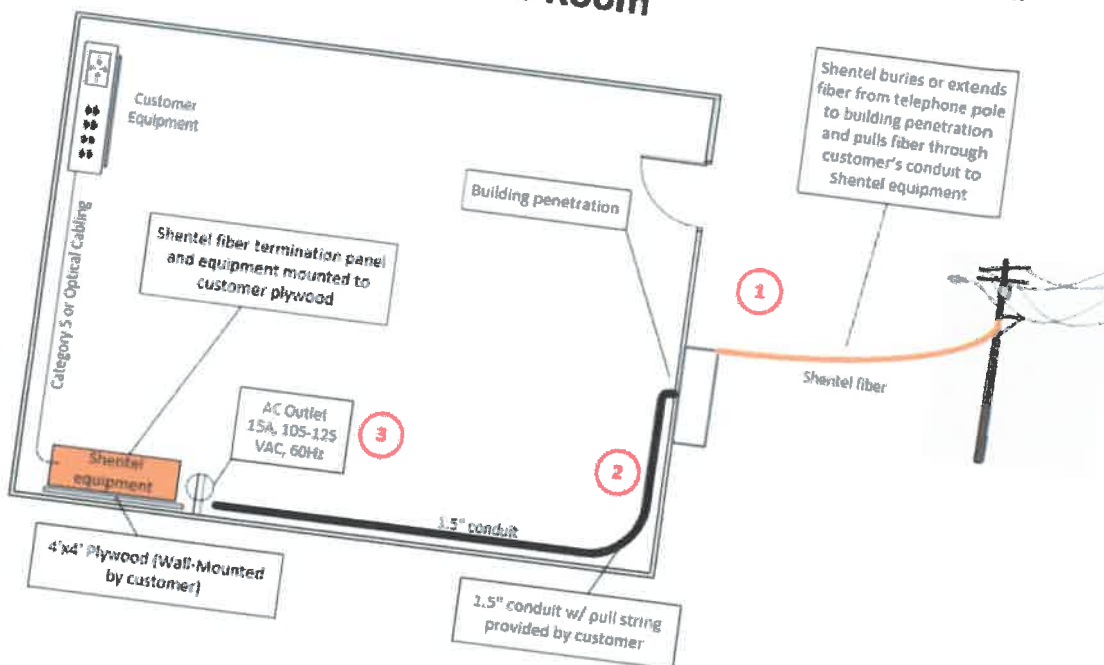


FIBER INSTALLATION CUSTOMER REQUIREMENTS

General Space Requirement Guidelines:

- Shentel's equipment installation must be in a building's common space, equipment/telephone room, or an area that is dedicated for telecommunication services. (See diagram below)
- A minimum of 1½" EMT conduit or plenum rated inner duct (See #2 in diagram) is required from the building penetration (See #1 in diagram) to the location where Shentel will place equipment. The conduit must contain a pull string usable by Shentel.
- Typical equipment installation will be either wall mount or rack mount.
 - Wall Mount: The customer must provide a 4'x4' area with ¾" plywood. An available power outlet must be within 6 feet of the plywood.
 - Rack Mount: The customer must provide a 19" rack with available space for Shentel's equipment. An available power outlet must be within 6 feet of the available rack space.
- No water lines, steam pipes, sprinklers, or cutoff valves in the immediate area of the equipment.
- The immediate area around the equipment must be free of dirt and dust.
- The equipment location must be a controlled environmental space with a temperature range of 45°F to 85°F and relative humidity of 30%-55%.
- Power: Commercial power recommendations are for a dedicated 15 amp service w/isolated ground, 105-125 VAC, 60 Hz. (See item #3 in diagram)
- UPS or generator back-up will be provided by the customer as their resiliency needs dictate.
- Customer must provide primary and secondary building contacts for 24 hour access.

Typical Telco Room



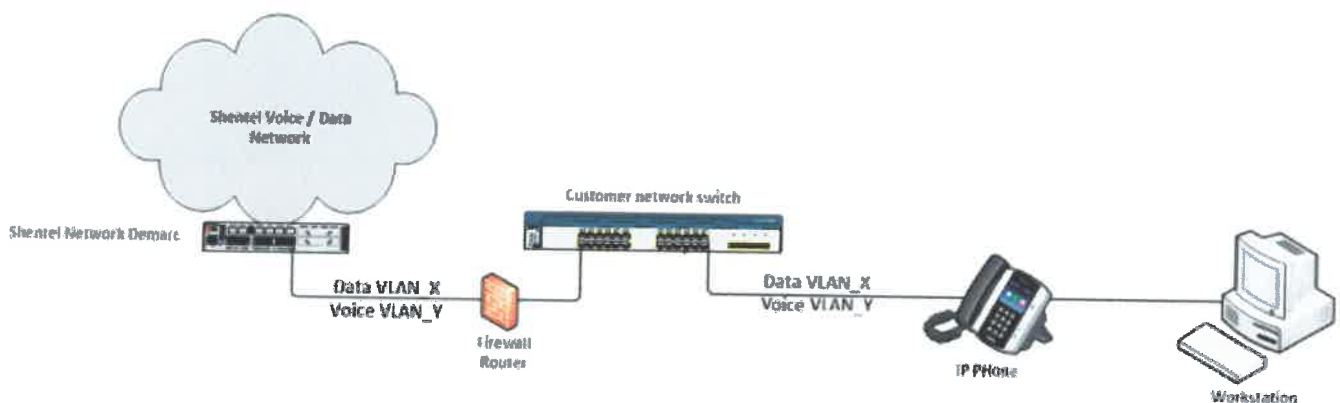
IP CENTREX CUSTOMER REQUIREMENTS

In order to ensure a successful VoIP install each IP Centrex customer must have their internal network properly configured to ensure a successful install. These requirements must be met before any phone installation can take place.

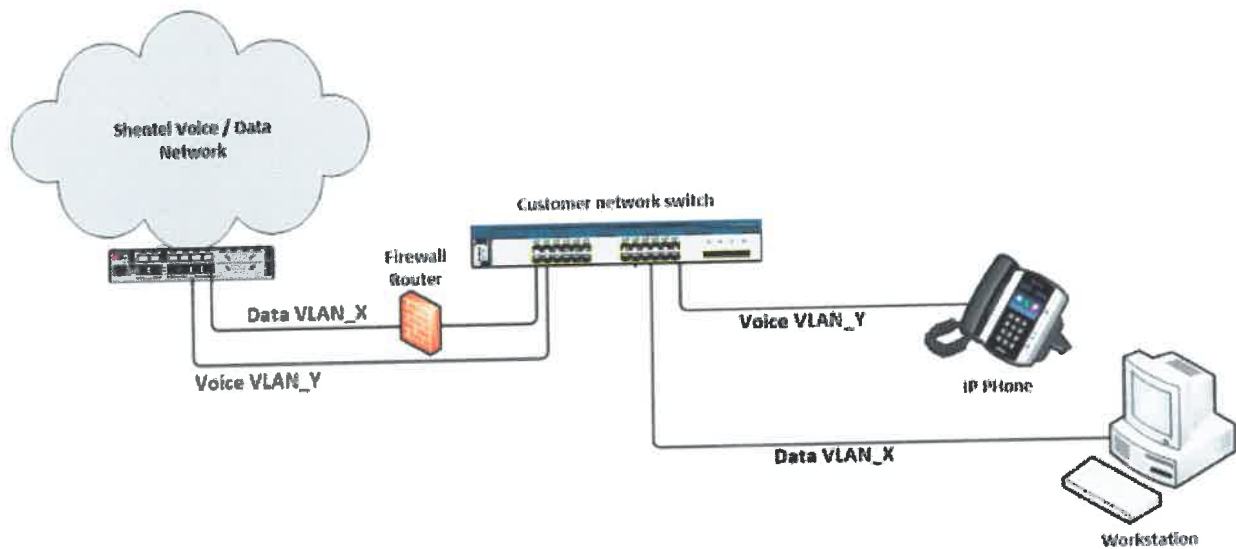
Customer Voice Requirements:

- a) Internal network infrastructure must have configurable network switches capable of having multiple VLANs configured. Customer network must be configured with a separate voice VLAN dedicated to VOIP. Hubs or Bridges are not acceptable.
- b) POE switches are highly recommended. If POE switching is not available, there must be a power outlet near the location of each phone for a power adapter.
- c) Network cabling for each phone must be a minimum of CAT5.
- d) Customer will be required to complete the voice Site Survey with Shentel Sales Engineering.
- e) Shentel does not support alarm lines with an IP Centrex service.
- f) Customer must provide a LOA to Shentel authorizing number cutover.
- g) All IP Phone network jacks must be clearly identified as a voice port if separate voice ports are configured for each phone.

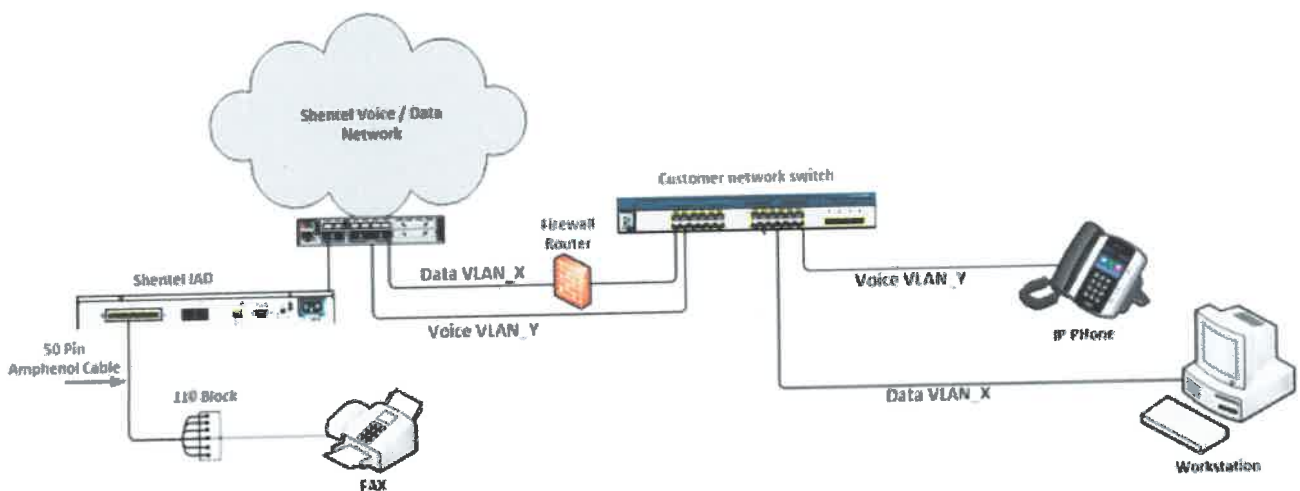
Network Configuration Example 1: PC daisy chained to IP Phone connected to Network switch.



Network Configuration Example 2: VoIP connected to separate voice port on network switch separate voice and data VLANs configured on separate ports.



Fax Configuration Example:



Fiber Sales Contacts and Escalation List



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Enterprise Billing Escalation

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Network Operations Center Contacts and Escalation List

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Shentel-noc@shentel.net

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Level 3

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Level 4

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Level 5

Sr. Vice President, Wireline & Engineering, Ed McKay

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Level 3

Harris Duncan

Vice President, Engineering & Planning

Office: (540)984-5838

Harris.Duncan@emp.shentel.com

Level 4

Ed McKay

Sr. Vice President, Wireline & Engineering

Office: (540)984-5303

Ed.McKay@emp.shentel.com



View Service Provider Certification

 **PRINTABLE PAGE**

The following service provider information has been successfully certified:
 Certified on 1/29/2020 12:00 AM

Block 1: Service Provider Information

1. Name of Service Provider
 Shentel Communications, LLC

2. Service Provider Identification Number (SPIN)
 143033621

3. Funding Year
 2020

4. Contact Name Jennifer L Cooper

6. Telephone Number (540) - 984-5165 ext.

5. Complete Mailing Address of Contact Person
Street Address, P.O. Box or Route Number

7. Fax Number (540) - 984-4920 ext.

Address 500 Shentel Way

8. Email Address

JENNIFER.COOPER@EMP.SHENTEL.COM

City Edinburg

State VA

Zip Code 22824 -

Block 2: Certification

I declare under penalty of perjury that the foregoing is true and correct. I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.

10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.

11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.

12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).

13. I certify that the invoices that are submitted by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472) are accurate and represent payments from the Billed Entity to the Service Provider for equipment and services provided pursuant to E-rate program rules.

14. I certify that this Service Provider makes available to customers, upon their request, separate prices for distinct services to

assist Billed Entity Applicants in identifying the portions of their bills that represent the costs of services provided to eligible entities for eligible purposes

15. I certify that no non-discount portion of the costs for eligible services will be waived, paid, or promised to be paid by this Service Provider. I acknowledge that the provision by any service provider of a supported service, or of free services or products unrelated to the supported service or product constitutes a rebate of the non-discount portion of the supported services as stated in 47 C.F.R. § 54.523
16. I certify that no kickbacks, as defined in 41 U.S.C. § 8701, were paid by this Service Provider to anyone in connection with the schools and libraries universal support program
17. I certify that this Service Provider is in compliance with the Commission's rule and orders regarding gifts and this Service Provider has not directly or indirectly offered or provided any gifts, gratuities, favors, entertainment, loans, or any other thing of value to any eligible schools, libraries, or consortium that includes eligible schools or libraries, except as permitted by the Commission's rule at 47 C.F.R. § 54.503(d)
18. I certify that if the fund administrator, as necessary, requests additional supporting information, this Service Provider will make all documents requested available to the Fund Administrator as required by 47 C.F.R. § 54.516(b). I certify that this Service Provider will retain for at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the latter of the last day of the applicable funding year or the service delivery deadline for the funding requests, (1) any and all records that I rely upon to complete this form and each Service Provider Invoice Form (FCC Form 474) that is submitted by this Service Provider during the present funding year, (2) any and all records issued by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472), and (3) all documents necessary to demonstrate compliance with the statutory or regulatory requirements for the schools and libraries universal service support program as required by 47 C.F.R. § 54.516(a)(2). I acknowledge that this Service Provider may be audited pursuant to 47 C.F.R. § 54.516(c), and that the Service Provider must provide such records as required by 47 C.F.R. § 54.516(b)
19. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
20. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program will not be knowingly disclosed by this Service Provider, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.
21. I certify that no attempt will be made by this Service Provider to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
22. I certify that this Service Provider is not suspended or debarred from participating in Federal programs.
23. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and acknowledges that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

Contact Information for Service Provider Authorized Person:

24. Signature

By logging into your account using your PIN, checking this box, and clicking the "certify" button at the end of the form, you have electronically signed the form. You are reminded that an electronic signature is the same as a handwritten signature on the form.

25. Date 1/29/2020

26. Name Jennifer L Cooper

27. Title/Position Project Coordinator

28. Address 106 S Main St

City Edinburg

State VA

Zip Code 22824 -

29. Phone Number (540) - 984-5165 ext.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

OMB Number 3060 - 0856 Form 473

[SLD Home](#) | [Contact Us](#)

Client Service Bureau: 1-888-203-6100

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FCC Form 473

Do not write in this space.

Please read instructions before completing.

Universal Service for Schools and Libraries
Service Provider Annual Certification Form

(To be completed by Service Provider)

Block 1: Service Provider Information

1. Service Provider Name

Shentel Communications, LLC

2. Service Provider Identification Number (SPIN)

143033621

3. Funding Year:

July 1, 2020 through June 30, 2021

4. Contact Name

Jennifer L Cooper

5. Complete Mailing Address of Contact Person

Street Address, P.O. Box or Route Number

500 Shentel Way

Edinburg

VA 22824

City

State Zip Code

6. Telephone Number with Area Code

540-984-5165

7. Fax Number with Area Code

540-984-4920

8. Email Address

JENNIFER.COOPER@EMP.SHENTEL.COM

Block 2: Certification

I declare under penalty of perjury that the foregoing is true and correct: I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.

10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.

11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.

12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).

13. I certify that the invoices that are submitted by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472) are accurate and represent payments from the Billed Entity to the Service Provider for equipment and services provided pursuant to E-rate program rules.

Service Provider Name Shentel Communications, LLC
SPIN 143033621
Contact Name Jennifer L Cooper
Contact Telephone Number 540-984-5165

Block 2: Certification (Continued)

14. I certify that this Service Provider makes available to customers, upon their request, separate prices for distinct services to assist Billed Entity Applicants in identifying the portions of their bills that represent the costs of services provided to eligible entities for eligible purposes.

15. I certify that no non-discount portion of the costs for eligible services will be waived, paid, or promised to be paid by this Service Provider. I acknowledge that the provision by any service provider of a supported service, or of free services or products unrelated to the supported service or product constitutes a rebate of the non-discount portion of the supported services as stated in 47 C.F.R. § 54.523.

16. I certify that no kickbacks, as defined in 41 U.S.C. § 8701, were paid by this Service Provider to anyone in connection with the schools and libraries universal support program.

17. I certify that this Service Provider is in compliance with the Commission's rule and orders regarding gifts and this Service Provider has not directly or indirectly offered or provided any gifts, gratuities, favors, entertainment, loans, or any other thing of value to any eligible schools, libraries, or consortium that includes eligible schools or libraries, except as permitted by the Commission's rule at 47 C.F.R. § 54.503(d).

18. I certify that if the fund administrator, as necessary, requests additional supporting information, this Service Provider will make all documents requested available to the Fund Administrator as required by 47 C.F.R. § 54.516(b). I certify that this Service Provider will retain for at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the latter of the last day of the applicable funding year or the service delivery deadline for the funding requests, (1) any and all records that I rely upon to complete this form and each Service Provider Invoice Form (FCC Form 474) that is submitted by this Service Provider during the present funding year, (2) any and all records issued by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472), and (3) all documents necessary to demonstrate compliance with the statutory or regulatory requirements for the schools and libraries universal service support program as required by 47 C.F.R. § 54.516(a)(2). I acknowledge that this Service Provider may be audited pursuant to 47 C.F.R. § 54.516(c), and that the Service Provider must provide such records as required by 47 C.F.R. § 54.516(b).

19. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.

20. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program will not be knowingly disclosed by this Service Provider, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.

21. I certify that no attempt will be made by this Service Provider to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

22. I certify that this Service Provider is not suspended or debarred from participating in Federal programs.

23. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and acknowledges that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

24. Signature of authorized person
Signed electronically by Jennifer L Cooper

25. Date
1/29/2020

26. Printed name of authorized person
Jennifer L Cooper

27. Title or position of authorized person
Project Coordinator

28. Address of authorized person
106 S Main St, Edinburg VA 22824

29. Telephone number of authorized person
540-984-5185

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

**Service Provider And Billed Entity Identification Number and General Contact Information
Form**

Estimated Average Burden Hours Per Response: .75 hour

FCC Form 498 is used to collect contact and remittance information for service providers and billed entities that receive support from the Federal universal service support programs. For greater flexibility, this form allows service providers to use the same general contact information for all their contacts and the same remittance data collected for each of the four programs or multiple contact and remittance information. Please report any changes to this information on a revised FCC Form 498 to prevent any delays in notification and the timeliness of disbursements. Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Please read instructions, located at: <https://usac.org/sp/tools/forms.aspx>, before beginning this application.**Provider Type**

Please check one box below

See Instruction Section III.A

☒ Service Provider☐ School/Library or other Billed Entity**Submission Type**

Please check one box below

See Instruction Section III.A

☐ Original Application for FCC Form 498 ID☒ Revision to existing FCC Form 498 on file with USAC☐ Request for FCC Form 498 ID Merger/Consolidation☐ Request for FCC Form 498 ID Deactivation

Service Provider and Billed Entity Identification Number (FCC Form 498 ID)

1 4 3 0 3 3 6 2 1

(To be inserted by USAC for first time applications. Required for subsequent revisions.)

499 Filer ID

8 2 7 5 7 0

(Required if your company is required to file the FCC Form 499)

See Instruction Section III.A

Block 1: Organization Information [All Fields REQUIRED]

See Instruction Section III.B

1 Shentel Communications, LLC

Company or Billed Entity Name

2 same as above

Name Entity or Company is Doing Business As (DBA) or Formerly Known As (FKA)

3 SHENANDOAH TELECOMMUNICATIONS COMPANY

4 5 4 1 1 6 2 8 0 7

Holding Company Name (For Service Providers)

Federal EIN, or TAX ID Number of Holding Company

5 ☐ Check this Box if the Company is part of or maintains affiliate companies and complete page 2.

6 124 S. Main Street

Street Address

7 PO Box 459

Address Line 2

8 Edinburg

9 VA

10 22824

City

State

Zip Code + 4

Block 2: General Contact Information [All Fields REQUIRED]

See Instruction Section III.C

11 First: Jennifer Middle Initial: L Last: Cooper

12 Mktg Admin

General Contact (Company Preparer Name)

Title

13 (540) 984-5165

Phone Number

Ext.

14 500 Shentel Way

Street Address

15 PO Box 459

Address Line 2

16 Edinburg

17 VA

18 22824

City

State

Zip Code + 4

19 jennifer.cooper@emp.shentel.com

E-mail Address

Block 3: Federal EIN, DUNS and FCC Registration Number [All Fields REQUIRED]

See Instruction Section III.D

20 5 4 1 9 7 0 3 0 1

Enter Federal Employer Identification Number
(Federal EIN or Tax ID Number)21 ☐ Corporation ☐ Partnership ☒ Other
(Check applicable corporate structure.)

22 9 6 8 7 3 7 3 5 8

Enter Dunn and Bradstreet Number (DUNS)

23 0 0 1 8 4 8 4 8 4 0

FCC Registration Number (CORES ID)

This is a Supplemental Page for Companies with Affiliate Relationships

Block 4: Affiliate Company Information

See Instruction Section III.E

Please list all companies with which this FCC Form 498 ID is affiliated. The term "affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

[illegible]

(Attach additional copies of this page if necessary)

This page is for High Cost Program participants only.

For more information about the High Cost Program, please refer to: <http://www.usac.org/hc/>

Block 5: High Cost Support Financial Institution and Remittance Information [ALL Fields REQUIRED]

See Instruction Section III.F

☐ Check this box to discontinue use of this FCC Form 498 ID for High Cost Support.

Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.

☐ Check this box if this information is the same as the General Contact information (Block 2) and complete lines 29-31.

24 Remittance Company Name, if different from Company Name

25	First:	Middle Initial:	Last:	26
Remittance Contact Name - Statements will be sent to Remittance Contact's attention				Title

27 ()	28
Phone Number	Ext E-mail Address for receipt of remittance advice

29 _____
 Remittance Financial Institution for ACH or locked box transfer of funds (required)

30 []
Financial Institution Account Number for ACH (required)

31 []
ACH Financial Institution Transit Number - must be nine digits (required)

Block 6: Organization Contact for High Cost Support

See Instruction Section III.G

☐ Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 7.

32 First: _____ Middle Initial: _____ Last: _____ 33 _____
 Contact Name for High Cost Program Title
(Must be a company employee or designated representative)

34 _____
Contact Address or PO Box for High Cost Program

35 _____
Address Line 2

36 _____ 37 _____ 38 _____
 City State Zip Code + 4

39 ()	40
Phone Number	Ext E-mail Address of High Cost Program Contact

This page is for Lifeline Program participants only.

For more information about Lifeline Support, please refer to: <http://www.usac.org/li/>

Block 7: Lifeline Support Financial Institution and Remittance Information [All Fields REQUIRED]

See Instruction Section III.H

☐ Check this box to discontinue use of this FCC Form 498 ID for Lifeline Support.

Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.

☐ Check this box if this information is the same as the General Contact information (Block 2) and complete lines 46-48.

41 Remittance Company Name, if different from Company Name

42 First: Middle Initial: Last: 43
Remittance Contact Name - Statements will be sent to Remittance Contact's attention Title

44 () 45
Phone Number Ext E-mail Address for receipt of remittance advice

46 Remittance Financial Institution for ACH or locked box transfer of funds (required)

47 Financial Institution Account Number for ACH (required) 48 ACH Financial Institution transit Number - must be nine digits (required)

Block 8: Organization Contact for Lifeline Support

See Instruction Section III.I

☐ Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 9.

49 First: Middle Initial: Last: 50
Contact address for Lifeline Program Title
(Must be a organization employee or designated representative)

51 Contact Address for Lifeline Program

52 Address Line 2

53 City 54 State 55 Zip Code + 4

56 () 57
Phone Number Ext E-mail Address of Lifeline Program Contact

This is a Supplemental Page for Participants in the High Cost and Lifeline Programs.

Block 9: High Cost and Lifeline Study Area/FCC Form 498 ID Association

See Instruction Section III.J

This information will be used to associate the Study Area Codes (SAC) to this FCC Form 498 ID for the purposes of High Cost and Lifeline Support.

☐ Check this box if there is no change to the SAC data on file.

☒ Check this box if you are changing your organization's SAC data currently on file with USAC.

[illegible]

(Attach additional copies of this page if necessary)

This page is for Rural Health Care Program participants only.

For more information about Rural Health Care Support, please refer to: <http://www.usac.org/rhc/>

Block 10: Rural Health Care Support Financial Institution and Remittance Information [ALL Fields REQUIRED]

☐ Check this box to discontinue use of this FCC Form 498 ID for Rural Health Care Support.

Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.

See Instruction Section III.K

☐ Check this box if this information is the same as the General Contact information (Block 2) and complete lines 63-65.

58 Shentel Communications, LLC

Remittance Company Name, if different from Company Name

59 First: Rhonda Middle Initial: K Last: Rau 60 Accountant

Remittance Contact Name - Statements will be sent to Remittance Contact's attention

Title

61 (540) 984-5256

Phone Number

Ext

62 Shentel.Treasury@emp.shentel.com

E-mail Address for receipt of remittance advice

63 Fifth Third Bank

Remittance Financial Institution for ACH or locked box transfer of funds (required)

64 7028939986

Financial Institution Account Number for ACH (required)

65 042000314

ACH Financial Institution transit Number - must be nine digits (required)

Block 11: Organization Contact for Rural Health Care Support

See Instruction Section III.L

☐ Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 12.

66 First: Jennifer Middle Initial: L Last: Cooper 67 Mktg Admin

Contact Name for Rural Health Care Program

Title

(Must be a company employee or designated representative)

68 500 Shentel Way

Contact Address for Rural Health Care Program

69 PO Box 459

Address Line 2

70 Edinburg

City

71 VA

State

72 22824

Zip Code + 4

73 (540) 984-5165

Phone Number

Ext

74 jennifer.cooper@emp.shentel.com

E-mail Address of Rural Health Care Program Contact

This page is for Schools and Libraries Program participants only.

For more information about the Schools and Libraries Program, please refer to: <http://www.usac.org/sl/>

Block 12: Schools and Libraries Support Financial Institution and Remittance Information [ALL Fields REQUIRED]

☐ Check this box to discontinue use of this FCC Form 498 ID for Schools and Libraries Support.

Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.

See Instruction Section III.M

☐ Check this box if this information is the same as the General Contact information (Block 2) and complete lines 80-82.

75 Shentel Communications, LLC

Remittance Company Name, if different from Company or Billed Entity Name

76 First: Rhonda Middle Initial: K Last: Rau 77 Accountant

Remittance Contact Name - Statements will be sent to Remittance Contact's attention Title

78 (540) 984-5256 79 Shentel.Treasury@emp.shentel.com

Phone Number Ext E-mail Address for receipt of remittance advice

80 Fifth Third Bank

Remittance Financial Institution for ACH or locked box transfer of funds (required)

81 7028939986

Financial Institution Account Number for ACH (required)

82 042000314

ACH Financial Institution Transit Number - must be nine digits (required)

Block 13: Organization Contact for Schools and Libraries Support

See Instruction Section III.N

☐ Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 14.

83 First: Jennifer Middle Initial: L Last: Cooper 84 Mktg Admin

Contact Name for Schools and Libraries Program Title

(Must be a company, or entity employee or designated representative)

85 500 Shentel Way

Contact Address for Schools and Libraries Program

86 PO Box 459

Address Line 2

87 Edinburg

City

88 VA

State

89 22824

Zip Code + 4

90 (540) 984-5165

Phone Number

91 jennifer.cooper@emp.shentel.com

Ext E-mail Address of Schools and Libraries Program Contact

Disbursement Offsets and Healthcare Connect Certification

Block 15: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations For High Cost Participants

See Instruction Section III.P

The following information pertains only to telecommunications companies participating in the High Cost Program. A telecommunications company may choose to offset its payment against its Federal universal service contribution. A telecommunications company must have an FCC Form 499 Filer ID number in order to offset its High Cost Program payments against its Federal universal service contribution. In order to obtain an FCC Form 499 Filer ID number, visit <http://www.usac.org/cont/tools/forms/default.aspx> and select FCC Form 499. You do not need an FCC Form 499 Filer ID in order to be issued a FCC Form 498 ID.

92 ☐ Yes, I want my High Cost Program disbursement payments to be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The Default is "No."

Block 16: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations For Lifeline Participants

See Instruction Section III.Q

The following information pertains only to telecommunications companies participating in the Lifeline Program. A telecommunications company may choose to offset its payment against its Federal universal service contribution. A telecommunications company must have an FCC Form 499 Filer ID number in order to offset its Lifeline Program payments against its Federal universal service contribution. In order to obtain an FCC Form 499 Filer ID number, visit <http://www.usac.org/cont/tools/forms/default.aspx> and select FCC Form 499. You do not need an FCC Form 499 Filer ID in order to be issued a FCC Form 498 ID.

93 ☐ Yes, I want my Lifeline Program disbursement payments to be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The Default is "No."

Block 17: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations For Rural Healthcare Participants

See Instruction Section III.R

The following information pertains only to telecommunications companies participating in the Rural Health Care Program. In accordance with FCC rule section 54.679 regarding Rural Health Care payments, a telecommunications company may choose to offset its payment against its Federal universal service contribution. A telecommunications company must have an FCC Form 499 Filer ID number in order to offset its Rural Health Care Program payments against its Federal universal service contribution. In order to obtain an FCC Form 499 Filer ID number, visit <http://www.usac.org/cont/tools/forms/default.aspx> and select FCC Form 499. You do not need an FCC Form 499 Filer ID in order to be issued a FCC Form 498 ID.

94 ☐ Yes, I want my Rural Health Care Program disbursement payments to be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The Default is "No."

Block 18: Certification to Assist Health Care Providers

See Instruction Section III.S

In accordance with FCC rule section 54.640(b), service providers participating in the Healthcare Connect Fund Program must certify, as a condition of receiving support, that they will provide to health care providers, on a timely basis, all information and documents regarding supported equipment, facilities, or services that are necessary for the health care provider to submit required forms or respond to FCC or USAC inquiries. USAC may withhold disbursements to the service provider if the service provider, after written notice from USAC, fails to comply with this requirement.

95 ☒ I certify, as a condition of receiving support under the Healthcare Connect Fund Program, that the above-named service provider will provide to health care providers, on a timely basis, all information and documents regarding the supported equipment, facility(ies), or service(s) that are necessary for the health care provider to submit required forms or respond to FCC or USAC inquiries.

Block 19: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations For Schools and Libraries Participants

See Instruction Section III.T

The following information pertains only to telecommunications companies participating in the Schools and Libraries Program. In accordance with FCC rule section 54.515 regarding Schools and Libraries Program payments, a telecommunications company may choose to offset its Schools and Libraries Program payment against its Federal

96 ☐ Yes, I want my Schools and Libraries Program disbursement payments to be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The Default is "No."

Service Identification

Block 20: Principal Communications Types [REQUIRED Field]

See Instruction Section III.U

Select up to 5 boxes that best describe the reporting entity. Enter numbers starting with "1" to show the order of importance — see instructions.

- | | |
|--|--|
| <input type="checkbox"/> Audio Bridging Provider
<input type="checkbox"/> Coaxial Cable
<input type="checkbox"/> Non-Interconnected VoIP
<input type="checkbox"/> Private Service Provider
<input type="checkbox"/> Toll Reseller
<input type="checkbox"/> Incumbent LEC
<input type="checkbox"/> Operator Service Provider
<input type="checkbox"/> Satellite Service Provider
<input type="checkbox"/> Wireless Data
<input checked="" type="checkbox"/> 1 CAP/CLEC | <input type="checkbox"/> Interconnected VoIP
<input type="checkbox"/> Paging and Messaging
<input type="checkbox"/> SMR (Dispatch)
<input type="checkbox"/> Shared-Tenant Service Provider
<input type="checkbox"/> Cellular/PCS/SMR
<input checked="" type="checkbox"/> 3 Interexchange Carrier
<input type="checkbox"/> Payphone Service Provider
<input type="checkbox"/> Local Reseller
<input checked="" type="checkbox"/> 2 Internet Service Provider
<input type="checkbox"/> Non-Traditional Provider (NTP)
<input type="checkbox"/> School/Library or other Billed Entity Recipient |
|--|--|

Data Act Business Types

Block 21: Data Act Business Types [REQUIRED Field]

See Instruction Section III.V

Select up to 3 boxes that best describe the reporting entity. Enter numbers starting with "1" to show the order of importance — see instructions.

- ☐ State Government
- ☐ County Government
- ☐ City or Township Government
- ☐ Special District Government
- ☐ Regional Organization
- ☐ U.S. Territory or Possession
- ☐ Independent School District
- ☐ Public/State Controlled Institution of Higher Education
- ☐ Indian/Native American Tribal Government(Federally-Recognized)
- ☐ Indian/Native American Tribal Government (Other than Federally-Recognized)
- ☐ Indian /Native American Tribal Designated Organization
- ☐ Public/Indian Housing Authority
- ☐ Nonprofit with 501C3 IRS Status (Other than an Institution of Higher Education)
- ☐ Nonprofit without 501C3 IRS Status (Other than an Institution of Higher Education)
- ☐ Private Institution of Higher Education
- ☐ Individual
- ☒ 1 For-profit Organization (Other than Small Business)
- ☐ Small Business
- ☐ Hispanic-serving Institution
- ☐ Historically Black College or University (HBCU)
- ☐ Tribally Contolled College or University (TCCU)
- ☐ Alaska Native and Native Hawaiian Serving Institution
- ☐ Non-domestic (non-U.S.) Entity
- ☐ Other

Officer Certification

Block 22: Officer Certification [All Fields REQUIRED]

See Instruction Section III.W

I certify that I am an officer of the above-named service provider, that I am authorized to submit this FCC Form 498 data on behalf of the above named

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, as amended, 47 U.S.C. Secs. 220(e), 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Officer Information

Check this box if this information is the same as the General Contact information (Block 2)

Signature of the Officer

Date

First:

Middle Initial:

Last:

Title

Printed Name

E-mail Address of Company Officer

Notice: The Federal Communications Commission (the Commission) has designated the Universal Service Administrative Company (USAC) as administrator of Federal universal service. One of the functions of USAC is to provide a mechanism for the billing, collection, and disbursement of funds for the various Federal universal service programs. In an effort to implement these requirements and obligations, the Commission has adopted this collection of information. Pursuant to the Commission rules, 47 C.F.R. §§ 54.301, 54.303, 54.307, 54.309, 54.311, 54.407, 54.413, 54.515, 54.611, 54.702, 54.802, and 54.902, USAC must obtain information relating to service provider name and address, telephone number, Federal employee identification number, contact names and telephone numbers, and billing and collection information. Each service provider receiving Federal universal service support from the High Cost, Lifeline, Rural Health Care, or Schools and Libraries Programs, should complete the FCC Form 498. USAC will use this information in administering the billing, collections, and disbursement operations of the Federal universal service programs.

Reminder: You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid Office of Management and Budget (OMB) control number. This collection has been assigned an OMB control number of 3060-0824.

The Commission is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide for the Federal universal service billing, collections, and disbursement purposes. If we believe there may be a violation or a potential violation of a state or Federal statute, or of a Commission regulation, rule, or order, your form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation, or order. In certain cases, the information in your application may be disclosed to the Department of Justice, a court, or adjudicative body when (a) the Commission; or (b) any employee of the Commission; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies, and/or your employer to offset your salary, IRS tax refund, or other payments to collect that debt. The Commission may also provide the information to these agencies through the matching of computer records where authorized.

If you do not provide the information we request on the form, the Commission may delay processing of your application, or may return your application without action.

This Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. 3501 et seq. We have estimated that each response to this collection of information will take, on average, 1 hour. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form for response. If you have any comments on this estimate, or how we can improve the collections and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Washington D.C. 20554, Paperwork Reduction Project (3060-0824). We will also accept your comments via Internet if you send them to PRA@fcc.gov. Please DO NOT SEND COMPLETED DATA COLLECTION FORMS TO THIS ADDRESS.

To submit this form:

Access the USAC E-File System here: <http://usac.org/about/tools/e-file.aspx/>

For support:

USAC Customer Operations, Forms Processing

700 12th Street, N.W., Suite 900

Washington, DC 20005

(888) 641-8722

CustomerSupport@usac.org

Questions?

See the FCC Form 498 Instructions found at <http://usac.org/sp/tools/forms.aspx>

Use this form for:

- New application for a FCC Form 498 ID (FKA SPIN/Service Provider Identification Number)
- Revision to existing 498 data currently on file with USAC
- Merger or Consolidation of FCC Form 498 ID (Additional documentation is required, please see page 2 of the instructions)
- Deactivation of an FCC Form 498 ID (Please see page 2 of the instructions)

FRN Financial

[Manage FRNs](#)

FRN Financial

[Create Form 1875](#)

[Manage View](#)

[Permissions](#)

[Auction](#)

[Bank Accounts](#)

[Auction](#)

[Payments](#)

Show 10 entries

Search:

FRN	FRN Name	Red Light Status	Action
0002072666	Shenandoah Telephone Company	Green Light	View/Make Payments
0021657853	Shenandoah Cable Television, LLC	Green Light	View/Make Payments
0022045485	Shentel Communications, LLC	Green Light	View/Make Payments
0023422371	Shentel Cable of Shenandoah County, LLC	Green Light	View/Make Payments

Showing 1 to 4 of 4 entries

10 entries | 1 | Next

[Go Back](#)



SHENTEL-01

EDDYCASIANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # CA#0658748 AHT Insurance 20 S. King Street Leesburg, VA 20175		CONTACT NAME: PHONE (A/C, No, Ext): (703) 777-2341 FAX (A/C, No): (703) 771-1852 E-MAIL: ADDRESS:		
INSURED Shenandoah Telecommunications Company P.O. Box 459 Edinburg, VA 22824		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Company		19682
		INSURER B : Hartford Casualty Insurance Company		29424
		INSURER C : Hartford Accident and Indemnity Company		22357
		INSURER D : Navigators Specialty Insurance Company		36056
		INSURER E :		
INSURER F :				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			42UUNZI8847	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			42UENNL3959	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42RHUZI9025	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	42WBEL0351	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Profession			CH19ESP0A3TRLNC	1/1/2019	1/1/2022	\$100,000 Ded 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Shenandoah Cable Television, LLC
Shenandoah Personal Communications, LLC
Shenandoah Mobile, LLC
Shentel Management Company
Shentel Communications, LLC
Shenandoah Telephone Company
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
** For Informational Purposes Only **	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: SHENTEL-01

EDDYCASIANO

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AHT Insurance		License # CA#0658748	NAMED INSURED Shenandoah Telecommunications Company P.O. Box 459 Edinburg, VA 22824
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Shentel Cable of Shenandoah County, LLC
Shentel Converged Services, Inc.
Gridiron Merger Sub, Inc.
nTelos Holdings Corp.
nTelos Cable Inc.
nTelos Communications Inc.
nTelos Inc.
nTelos Licenses Inc.
nTelos Payroll Corp.
nTelos PCS Holdings LLC
R & B Cable, Inc.
R&B Communications LLC
Richmond 20MHZ, LLC
The Beeper Company
Virginia RSA 6 LLC
West Virginia PCS Alliance, L.C.
Virginia PCS Alliance, L.C.
nTelos Cable of Virginia Inc.



Shentel P.O. Box 459 Edinburg, VA 22824

Return Service Requested

☐ Check here if providing any customer information on reverse side.

SAMUELS PUBLIC LIBRARY
330 E CRISER RD
FRONT ROYAL VA 22630-2150

→ STATEMENT INFORMATION

Customer Number: 295616
Statement Number: 001
Billing Date: 02/01/20
Due Date: 02/20/20
Total Amount Due: \$495.00
Amount Enclosed: \$

Please include your customer and statement number on your check and make it payable to: **SHENTEL**

Shentel
P.O. Box 740573
Cincinnati, Ohio 45274-0573



9900002956160011200201000495005730

Please detach and return above portion with your payment



To Reach Customer Service: Monday-Friday 8:00am-6:00pm
Saturday 9:00am-1:00pm

Call: 1-800-SHENTEL
Web: www.shentel.com

SAMUELS PUBLIC LIBRARY

STATEMENT SUMMARY

Statement Information

Customer Number 295616
Statement Number 001
Bill Date 02/01/20
Due Date 02/20/20

Previous Charges

Previous Bill Amount \$502.42
Payments Received \$502.42 cr
Balance Forward \$0.00

Current Charges

Special Circuit \$495.00
Taxes & Surcharges \$0.00
Total Current Charges \$495.00

Total Amount Due \$495.00

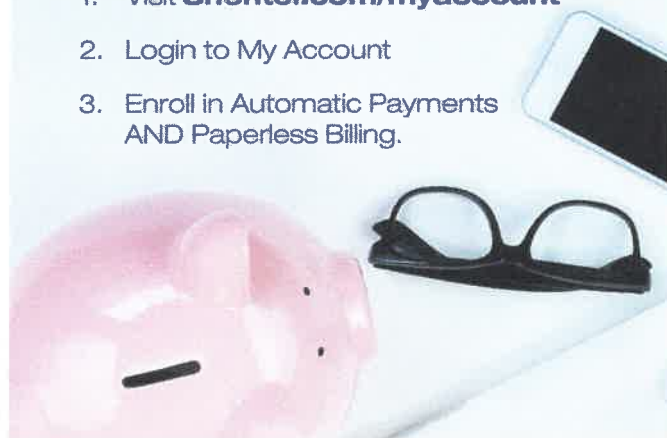
Any unpaid balance is subjected to a 1.5% late charge on 02/24/20

IMPORTANT MESSAGES

Earn a Bill Credit!

Save \$2/mo and \$24/year when you enroll in Automatic Payments and Paperless Billing!

1. Visit **Shentel.com/myaccount**
2. Login to My Account
3. Enroll in Automatic Payments AND Paperless Billing.



Pay Conveniently at
participating
Dollar General
locations.

DOLLAR GENERAL



799366205650006371681455210353

Bring this bill to a participating retailer to have the barcode scanned, and pay the **Total Amount Due (located on page 1)** plus a **\$1.95** convenience fee. By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at www.payithere.com/terms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at www.payithere.com/ereceipt.

*****SHENTEL THANKS YOU FOR YOUR BUSINESS!***

Please check box on front of page if providing any customer information below.

Bank Draft Authorization

☐ New Bank Draft ☐ Change Existing Bank Draft

Statement Name: _____

Statement Number: _____

Bank Name: _____

Bank's Routing Number: _____

Please include copy of voided check

Signature: _____

Change of Billing Address

Address Line 1: _____

Address Line 2: _____

City: _____

State: _____

Zip: _____

Thank you for allowing SHENTEL to serve you. We are dedicated to providing you with the best service possible. Below you will find answers to the most frequently asked questions from our customers regarding SHENTEL services. For more information, call toll free 1-800-SHENTEL (1-800-743-6835).

Payment Policy

Shentel bills its customers monthly. Unpaid balances are subject to a late charge if not paid within 20 days of the bill date. If it becomes necessary to disconnect a customer for nonpayment, the customer will be notified in writing five (5) days prior to the disconnection of the service. A service reconnection fee is required to restore service.

Payment Policy

Please write the amount paid on the remittance portion of the bill and your statement number on your check. When making payment by mail or at a local bank, please allow five (5) business days for crediting to your account. Payments made by phone will be credited to your account by the next business day. When making your payment online, your account will be credited immediately.

The following are accepted methods of payment:

ONLINE: www.shentel.com
MAIL: PO Box 740573, Cincinnati OH 45274
PHONE: 540-984-5224
 1-800-SHENTEL (1-800-743-6835)
BANK DRAFT: See above
IN PERSON: Shentel Customer Service Building
 106 S Main St., Edinburg, VA, and most
 Shenandoah County, VA banks
DROP BOX: Customer Service Building (see above)

Reporting Service Problems

Repair service can be reached 24 hours a day, 7 days a week by calling the following numbers:

SHENANDOAH CO, VA and BERGTON.....611

FROM YOUR WIRELESS PHONE OR FROM OUTSIDE
SHENANDOAH CO, VA.....1-800-SHENTEL (1-800-743-6835)

State Corporation Commission Regulated Services

Your local telephone service may be disconnected for failure to pay for regulated services, such as local dial tone provided by Shenandoah Telephone Company. Your telephone service may not be disconnected for nonpayment of long distance charges or other services not regulated by the Virginia State Corporation Commission. Customer may lose access to long distance carriers or other companies to whom they owe past due amounts. If you pay only part of your bill, the amount you pay will first be applied to regulated service charges. Any remaining balance will be credited to non-regulated service charges.

Non-payment of services asterisked under Detail of STC Charges may result in disconnection of your local telephone service.

Information on Services

The information pages located in the front of your ShentelPages telephone directory provide important facts about our services, calling features, and policies. More information on all Shentel services is available at www.shentel.com. If you have questions or would like to order a service, please contact Customer Service at 540-984-5224 or toll free 1-800-SHENTEL (1-800-743-6835) from outside the local service area.

Cable Television Service

Shentel offers standard and premium Video Television programming. Pricing is subject to all state and local taxes and fees. Broadcast TV surcharge recovers costs associated with retransmission consent from broadcasters.

Disputes

You must dispute a charge within 30 days of the invoice date or we will consider the charge accepted and due.

**Earn a
Bill Credit!**

Save \$2/mo and \$24/year when you enroll in Automatic Payments and Paperless Billing!

1. Visit **Shentel.com/myaccount**
2. Login to My Account
3. Enroll in Automatic Payments & Paperless Billing.



SPECIAL CIRCUIT

Service Charges for 447761 ID: STC95FRSPLDIA0013

Date	Description	Qty	Amount
02/01/20-02/29/20	100Mbps Ded Internet Acc	0001	\$495.00
Totals			\$495.00

447761 Total **\$495.00**



Customer-Statement Number:
295616-001

Bill Date:
02/01/20

Amount Due:
\$495.00

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FCC Form 499 Filer Database Detailed Information

[FCC](#) > [CGB Home](#) > [FCC Form 499 Filer Database](#) > FCC Form 499 Filer Database Detailed Information

[FCC site map](#)

FCC Form 499 Filer Database DETAILED INFORMATION

[Form 499 Filer 827570 RSS Feed](#)

Filer Identification Information

499 Filer ID Number: 827570
 Registration Current as of: Apr 1 2019 12:00AM
 Legal Name of Reporting Entity: Shentel Communications, LLC
 Doing Business As: Shentel Communications, LLC
 Principal Communications Type: Interexchange Carrier (IXC)
 Universal Service Fund Contributor: Yes
 (Contact USAC at 888-641-8722 if this is not correct.)
 Holding Company: SHENANDOAH TELECOMMUNICATIONS COMPANY
 Registration Number (CORESID): 0022045405
 Management Company:
 Headquarters Address: PO Box 459
 City: Edinburg
 State: VA
 ZIP Code: 22824
 Customer Inquiries Address: PO Box 459
 City: Edinburg
 State: VA
 ZIP Code: 22824
 Customer Inquiries Telephone: 540-984-4149 Ext:
 Other Trade Names:

Local/Alternate Agent for Service of Process

Local/Alternate Agent for Service of Process: Christopher French
 Shentel Communications CO
 Telephone: 540-984-5209
 Extension:
 Fax:
 E-mail: chris.french@emp.shentel.com
 Business Address of Agent for Mail or Hand Service of Documents: 500 Shentel Way
 PO Box 459
 City: Edinburg
 State: VA
 ZIP Code: 22824

D.C. Agent for Service of Process: KC Halm
 Davis Wright Tremaine LLP
 Telephone: 202-973-4287
 Extension:
 Fax: 202-973-4499
 E-Mail: kchalm@dwtt.com
 Business Address of D.C. Agent for Mail or Hand Service of Documents: 1919 Pennsylvania Ave NW
 Suite 800
 City: Washington
 State: DC
 ZIP Code: 20006

Filer Contact Information

Chief Executive Officer: Christopher French
 Business Address: PO Box 459
 City: Edinburg
 State: VA
 ZIP Code: 22824
 Chairman or Other Senior Officer: Dave Heimbach
 Business Address: PO Box 459
 City: Edinburg
 State: VA
 ZIP Code: 22824
 President or Other Senior Officer: Ann Flowers
 Business Address: PO Box 459
 City: Edinburg

2/28/2020

FCC Form 499 Filer Database Detailed Information

State: VA
ZIP Code: 22824

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Maryland
Pennsylvania
Virginia
West Virginia

Use browser "Back" button to return to results page.

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This database reflects filings received by USAC as of Feb. 20, 2020

FCC Form 499 Filer Database Software Version 01.03.06 July 21, 2011

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Federal Communications Commission
445 12th Street SW
Washington, DC 20554
[More FCC Contact Information...](#)

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232

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