

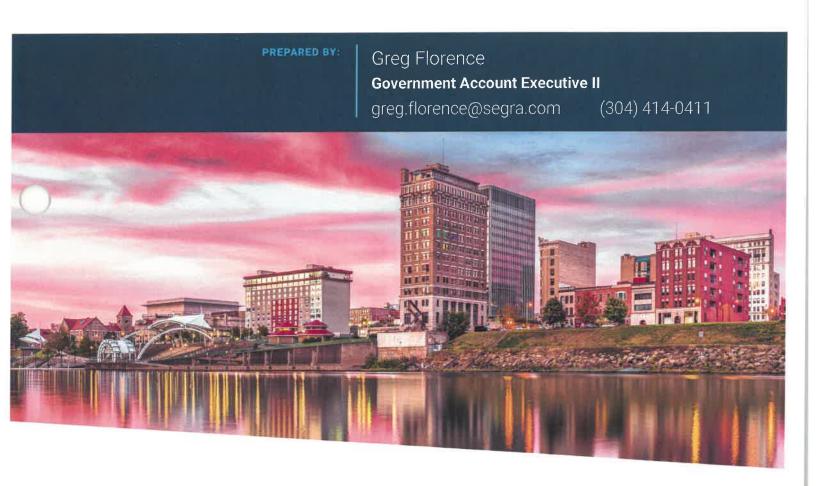
BUSINESS PROPOSAL FOR:

WV Library Commission

04/20/2020

Proc Folder: 605079

CRFP 0433 LIB0000000001







April 20, 2020

RE: State of WV CRFP 0433 LIB2000000001

Dear: Mr. Nisbet,

Lumos Networks, LLC is one of the largest independent fiber network companies in the Eastern US, Segra has a broad and dense service footprint across the Mid-Atlantic and Southeast. We offer state-of-the-art voice and data technology solutions to businesses of all sizes and wholesale transport services to some of the world's largest carriers. We follow a strategy of being first to our regional markets with technology and services initially introduced in large metropolitan areas by national service providers. Lumos Networks delivers communications services with excellence, innovation and integrity.

Following its merger with Spirit Communications in early 2018, Lumos Networks and Spirit own and maintain a super-regional fiber network of over 23,000 miles of fiber throughout our markets in the U.S. For purposes of this RFP, the combined company will be referred to as Lumos Networks throughout the response. The combined company offers a full range of Managed Ethernet, Managed Services, MPLS, advanced voice and cloud services to thousands of carrier, enterprise, and government customers, as well as connectivity to 44 data centers.

In summary, I want to thank you for considering Lumos Networks as a provider for the West Virginia Library Commission. We continue to have the technology, support and financial strength to maintain the highest standards for communication services and infrastructure needs. More importantly, we are able to support you because of our local presence and commitment to your community.

With best regards,

Juy7In
Greg Florence

Government Account Executive II

304-414-0411

Greg.Florence@segra.com



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Your future is our business.

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

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



Welcome to Lumos Networks, LLC.

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

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



OUR HISTORY

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

OUR NAME

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



Values that keep us focused on our customers.

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

Stay True.

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

Be the Customer.

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

Build the Bonds.

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

Embrace Change.

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

Light the Fire.

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

Set the Pace.

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

Choose to Win.

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

Create a Legacy.

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



We're re-defining the delivery of communications services and solutions.

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

Below is an overview of the solutions we offer.

NETWORK SOLUTIONS

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

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

VOICE SOLUTIONS

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

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

MANAGED SERVICES

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

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

CLOUD SOLUTIONS

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

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



Lumos Networks, LLC Response





Purchasing Divison 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: Addendum No. 4 - WV Library Commission Broadband SVC's

Proc Type: Central Master Agreement

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

WENDOR

Vendor Name, Address and Telephone Number:

Lumos Networks, LLC 1200 Greenbrier Street Charleston, West Virginia

25311

(304) 414-0411

FOR INFORMATION CONTACT THE BUYER

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

ignature X

t. Breston

FEIN#

84-1452950

DATE

4/17/2020

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

Page: 1 Page 10 of 158

FORM ID

FORM ID: WV-PRC-CRFP-001

ADDITIONAL INFORMATION:

4ddendum

Addendum No. 04 issued to publish and distribute the following information to the vendor community as attached hereto.

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.

NVOICETO EN EN		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S 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 Refer to the Cost Pr	roposal		

Comm Code	Manufacturer	Specification	Model #	
81112100	**			

Extended Description:

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

REQUEST FOR PROPOSAL Broadband Services West Virginia Library Commission

(REVISED March 30, 2020)

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- 2. Section 1: General Information and Instructions
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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 §SA-3-1Ob, for the West Virginia Library Commission (hereinafter referred to as the "Library Commission") to solicit proposals for business class 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 LibraryNetwork. The Library Commission expects vendors to provide varying connection speeds between 25MbPS and 1 Gigabit per second from which the Commission may choose to implement at each of Hocations in order to provide connectivi'(y 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 Gbps, with additional speeds options that fall with 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 a.J. Plications and services. This solicitation is for conventional business class 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 BroadbandServices

WestVirginia Library Commission (REVISED March 30, 2020)

libraries. <u>The Vendor(s) must prove eligibility for E-Rate by providing its Service Provider Identification</u>
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.

Lumos Networks, LLC Response: Lumos Networks, LLC's USAC 498/SPIN number is 143024848.

Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists. Many have held this position since the original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding. Lumos Networks, LCC's E-Rate funding team is here to assist, provide quidance and serve as contacts for questions regarding services that are being delivered.

1.1. 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	ТВD
Technical Bid Opening Date	xx/xx/xx
Technical Evaluation Begins	TBD
Cost Bid Opening	· ····································
Cost Evaluation Begins	TED .
Contract Award Made	TBD

REQUEST FOR PROPOSAL BroadbandServices WestVirginia Library Commission (REVISED March 30, 2020)

REQUEST FOR PROPOSAL BroadbandServices WestVirginia Library Commission (REVISED March 30, 2020)

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Lumos Networks, LLC Response: Lumos Networks, LLC has read and will comply with the 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 biddisqualification.
- ✓ 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:

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

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 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

Revised 01/09/2020

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 find 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.

Lumos Networks, LCC has read and will comply.

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 or futerest or Request for Proposal is not permitted in wvOASIS.

Lumos Networks, LLC has read and will comply.

For Request For Proposal ("RFP") Response Only: 1'1 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 t	o 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 timestamped 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 acknowledgements should be submitted with the bid to expedite document processing.

Lumos Networks, LCC has read and will comply.

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 bei.ug rejected.

Lumos Networks, LLC has read and will comply.

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.

Lumos Networks, LLC has read and will comply.

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.

Lumos Networks, LLC has read and will comply.

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.

Lumos Networks, LLC Response: Lumos Networks, LLC has confirmed via the West Virginia Oasis portal that our West Virginia registration, which is tied to our FEIN number (84-1452950) is currently active.

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/vrcN enpref.pdf.

Lumos Networks, LLC has read and will comply.

15A. RECIPROCALPREFERENCE: 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/vrcNenpref.pdf.

Lumos Networks, LLC has read and will comply.

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.

Lumos Networks, LLC has read and understands.

17. WAIYER 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.

Lumos Networks, LLC has read and understands.

18. ELECTRONIC F1LE 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.

Lumos Networks, LLC has read and will comply.

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."

Lumos Networks, LLC has read and understands.

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."

Lumos Networks, LLC has read and understands.

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-I et seq. and the Freedom of Information Act West Virginia Code§§ 29B-1-l 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.

Lumos Networks, LLC Response: Lumos Networks, LLC's proposal solution does not contain proprietary information.

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 it's 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:

Lumos Networks, LLC has read, understands and will comply with the 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. DEF1NITIONS:** 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.
- 25 ."Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 26 ."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.
- 27 ."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; RENE determined in accordance with the Contract below:	WAL; EXTENSION: The term of the category that has been identified.	of this Contract shall be led as applicable to this
☑ Term Contract		
Initial Contract Term:	Contract Term: This Contract ld extends for a period of	becomes effective on three (3) vear(s).
the Vendor, with approval of the (Attorney General approval is as Agency and then submitted to the initial contract term or approvant the terms and conditions of this Contract is limited to periods or multiple renewal per periods do not exceed the total number of this Contract is contract.	ne Purchasing Division and the A sto form only). Any request for re the Purchasing Division thirty (30) coprists renewal term. A Contract	enewal should be delivered to the days prior to the expiration date of a trenewal shall be in accordance therwise specified below, renewal successive one (1) year ided that the multiple renewal renewal years combined. t be approved by the Vendor,
successivetotal number of months of Contract is prohibited. R	erm - This contract may be rene year periods or shorter periods p contained in all available renewal Renewals must be approved by the General's office (Attorney Genera	rovided that they do not exceed the s. Automatic renewal of this e Vendor, Agency, Purchasing
order may only be issued during	the event that this contract perming the time this Contract is in effection of this Contract shall be effect ivery order may be extended beyon.	t. Any delivery order issued
☐ Fixed Period Contract: This Coroceed and must be completed	Contractbecomes effective upor within	Vendor's receipt of the notice todays.
receipt of the notice to proceed a specifications must be completed work covered by the preceding se	Renewals: This Contract become and part of the Contract more fully d within	y described in the attached days. Upon completion of the aintenance, monitoring, or
One Time Purchase: The term Document until all of the goods Contract extend for more than on	erm of this Contract shall run for some contracted for have been deline fiscal year.	rom the issuance of the Award vered, but in no event will this
Other: See attached.		

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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 of 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 ful filling its obligations under 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

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately

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Purchasing Division prior to Contract award.

bond in the amount of 100% of the contract. The performance bond must be received by the

□ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide 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.	de a erial
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor's provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, or irrevocable letter of credit provided in lieu of a bond must be of the same amound 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, Wirginia 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 a labor/material payment bonds for construction projects is not permitted.	k, cashiers ant and est
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 of the Purchasing Division prior to Contract award.	r elivered to
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required Section of the General Terms and Conditions entitled Licensing, the apparent successful Ve furnish proof of the following licenses, certifications, and/or permits upon request and acceptable to the State. The request may be prior to or after contract award at the S discretion	in a form
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 above.	listed

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.

Lumos Networks, LCC Response: Refer to Lumos Networks, LCC Appendix A: Insurance Documents.

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: _500,000.00per 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:
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 anamount of:per occurrence.
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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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

10. [Reserved]

1. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall of limit the State or Agency's right to pursue any other available remedy. Vendor shall pay equidated 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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

15. 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.)

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

18. FUNDING: This Contract shall continue for the tenn 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.

Lumos Networks, LCC has read and will comply.

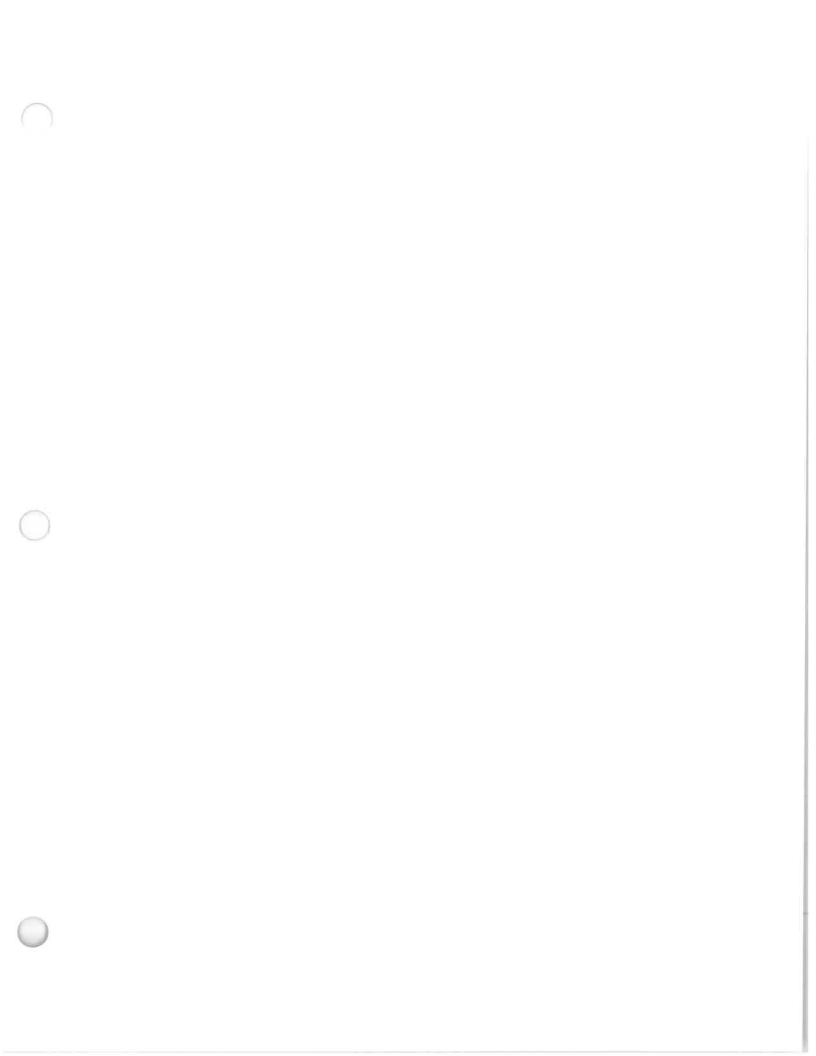
19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase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

Lumos Networks, LCC has read and will comply.

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

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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 formdocuments 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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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§§ SA-3-1 et seq., 5-22-1 et seq., and SG-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.

Lumos Networks, LCC Response: Lumos Networks, LCC's proposal does not include proprietary information.

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.

Lumos Networks, LLC Response: Lumos Networks, LLC has confirmed via the West Virginia Oasis portal that our West Virginia registration, which is tied to our FEIN number (84-1452950) is currently active

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the States hall 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.

Lumos Networks, LCC has read and will comply.

- **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, de livery, 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.

Lumos Networks, LCC has read and will comply.

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 aff1III1 ing under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC Response: Lumos Networks, LLC has read and has the capability to provide the agencies with the requested reports. In fact, Lumos Networks, LCC currently provides the WV State Purchasing Office with requested reports.

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 mechasing.requisitions@¥1v.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.

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

Lumos Networks, LCC Response: Upon award, Lumos Networks, LCC will comply.

- **42... PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § SA-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§ SA-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 heath, 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.

Lumos Networks, LCC has read and will comply.

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§ 148-10-1et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstructionalteration, 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, (I) 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 maybe 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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC Response: Lumos Networks, LLC has read and will comply upon award.

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.

Lumos Networks, LCC has read and will comply.

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.

(Name, Title)
Greg Florence, Government Account Executive
1200 Greenbrier Street
Charleston, WV 25311

(Printed Name and Title) (Address)
(304) 414-0411
(Phone Number)/ (Fax Number)
Greg.florence@segra.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.

Lumos Networks, LLC

(Company)

(Authorized Signature) (Representative Name, Title)

Greg Guerra, COO

(Printed Name and Title of Authorized Representative)

4/3/2020

(Date)

(833) 467-3742

(Phone Number) (Fax Number)

Revised 01/09/2020

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)

[X]	Addendum No. 1	l]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[X]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Lumos Networks LLC

Company

Authorized Signature

4/17/2020

Date

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

Revised 6/8/2012

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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/objective sidentified 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.

Lumos Networks, LCC has read and understands.

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

Lumos Networks, LCC has read and understands.

4.2.1.3 The Library Commission desires the Vendorto provide business class broadband services that demarcate into <u>customer owned equipment</u>. Electrical RJ-45 Ethernet is preferred. <u>Please state how your company would achieve this goal</u>.

Lumos Networks, LCC Response: Lumos Networks, LLC will install our equipment at the customer location, and the customer will connect to said equipment, via RJ-45.

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.

Lumos Networks, LCC has read and will comply.

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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.

Lumos Networks, LCC Response: Lumos Networks, LCC has read and will comply. The customer will configure the GRE tunnel in their equipment. Segra's devices should not interfere or interact with the customer's GRE tunnel.

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 Vendors 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.

Lumos Networks, LCC Response: Lumos Networks, LLC can meet this goal via our local West Virginia Government Account Executive as well as a dedicated E-rate account representative:

Greg Florence

Government Account Executive (304) 414-0411 greg.florence@segra.com 1200 Greenbrier Street Charleston, WV 25311 **Anthony Stroman**

E-rate Analyst (803) 726-4074 anthony.stroman@segra.com im: stroman@lumosnet.com 1500 Hampton Street Columbia, SC 29201

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.

Lumos Networks, LCC Response: Lumos Networks, LLC has been participating in USAC Erate reimbursements since 1999. Lumos Networks, LLC has dedicated teams on pre-sales RFP responses and post-sales for billing to meet E-rate PIA requirements.

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. <u>Please describe your company's programs and how it can assure the Commission of the effectiveness.</u>

Lumos Networks, LCC Response: Lumos Networks, LLC's USAC 498/SPIN number is 143024848.

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Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists. Many have held this position since the original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding.

Lumos Networks, LLC E-Rate funding team is here to assist, provide guidance and serve as contacts for questions regarding services that are being delivered.

We maintain a contractual relationship with Bob Richter, E-rate Provider services, professional option, updates, and on-going education on USAC rules, regulations, processes and changes to the program.

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.

Lumos Networks, LCC Response: Lumos Networks, LLC's USAC 498/SPIN number is 143024848.

Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists. Many have held this position since the original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding.

Lumos Networks, LLC E-Rate funding team is here to assist, provide guidance and serve as contacts for questions regarding services that are being delivered.

We maintain a contractual relationship with Bob Richter, E-rate Provider services, professional option, updates, and on-going education on USAC rules, regulations, processes and changes to the program.

4.2.1.10 The Commission desires that the successful Vendor ensure Lowest Corresponding Price (LCP) is provided to all eligible entities. <u>Please describe you company's strategy for guaranteeing this outcome, including processes, notifications, and requirements of the entities.</u>

Lumos Networks, LCC Response: Lumos Networks, LLC adheres to the FCC USAC guideline as it applies to Lowest Corresponding Price (LCP), for customers who are similarly situated to a particular applicant (school, library, or consortium) for similar services. See 47 C.F.R. § 54.500.

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, service identification, service period, cost for individual billing components,

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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 service being billed that matches the description of service provided on the contract should also be included. <u>Please provide a copy of your typical bill as well as how your company can best meet this goal.</u>

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC Appendix B: Sample Invoice.

4.2.1.12 Vendor should provide paper billing/invoicing at no additional cost. <u>Please describe your company's ability to meet this goal.</u>

Lumos Networks, LLC Response: Paper billing is Lumos Networks, LLC's default billing method, at no additional cost.

4.2.1.13 The Vendor should provide high-speed packet transport that is based on Business class broadband transmission standards. Vendor should provide options for 25MbPS, 50MbPS, 75MbPS, 100MbPS, 150MbPS, 200MbPS, 250MblowPS, 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.

Lumos Networks, LCC Response: Refer to Attachment A for Lumos Networks LLC's description of offerings at the various identified locations by completing the Locations Bid and Available Speeds List.

4.2.1.14 The Vendor should clearly label demarcation points with the site-specific service identification information. <u>Please describe your company's ability to meet this goal.</u>

Lumos Networks LLC Response: Upon award Lumos Networks LCC, Lumos will provide site surveys for all locations to mutually establish agreement on building demarcations and circuit identification information with the WV Library Commission.

4.2.1.15 The awarded business class 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 solutions(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

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4.2.1.1 5.4 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.

Lumos Networks LLC Response: Lumos' proposed solutions will allow the existing applications to function normally and perform properly. Lumos is proposing Dedicated Internet Access (DIA). Refer to **Lumos Networks, LLC Appendix C: Enhanced DDoS**.

DDoS attacks, which attempt to render an organization's online services unavailable by overwhelming it with network traffic from multiple sources, are extremely costly in both time and financial resources. Without protection, organizational resources are quickly overwhelmed by various types of resource depletion or simply by sheer volume of the traffic directed against targets. With our growing dependency on the Internet based delivery of data and other education related services, the cost of DDoS attacks is expected to continue skyrocketing in the years to come. Initially DDoS attacks were 10Gb of less in size and lasting 1-2 hours in length. Today's attacks have been reported to be 150Gb+ in size and at times lasting more than a week.

When the contract for Internet Service came back up for renewal in 2016 Lumos Networks, LLC decided to take preventative measures a step further by deploying Corero DDoS protection in line with all of our 40+ Internet peering points in various Carrier Hotels/Data Centers. The hardware protects all of Lumos Networks, LLC's internet customer by traversing the Corero hardware while only adding only micro seconds of latency (less than milliseconds). This DDoS protection was a large determinant in Lumos Networks, LLC's selection as the sole provider of Internet Bandwidth for all of South Carolina K-12.

- 42.1.16 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.
 - 4.2.1.16.1 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. It is desired that the minimum target availability be 99.00%.

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When the availability SLA is not met, the customer desires a credit equal to 1130th 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. Please describe your company's ability to meet this goal.

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC Appendix D: Service Level Agreement (SLA).

The objective for **Network Availability is 99.99** %. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services (i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein). Unavailability and credits will be prorated and paid in 15-minute increments.

4.2.1.16.2 Mean Time to Repair (MITR) - 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. It is desired that the minimum target MTTR is 24 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 customer desires a 1% credit of the annual cost of the contract. Please describe your company's ability to meet this goal.

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC Appendix D: Service Level Agreement (SLA).

4.2.1.16.3 Average Latency- the monthly average round-trip latency of designated portions of the provider's network. The customer desires the vendor to provide details 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 100 milliseconds. For any month in which the objective is not met, the customer desires 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. Please describe your company's ability to meet this goal.

Lumos Networks, LCC Response: Refer to Lumos Networks, LCC Appendix D: Service Level Agreement (SLA)

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The objective for Average Latency is to not be greater than 8 milliseconds inside a Metropolitan Area. The objective for average latency is to not be greater than 30 milliseconds between Metropolitan markets. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, equal to 1/30 of the monthly recurring charges for the Services.

"Average Latency" is the monthly average round-trip latency from a core network node to any other designated core network node on the Segra network, determined by measuring round-trip network responses over such portions of the network.

4.2.1.16.4 Packet Loss - the monthly average round-trip packet loss of designated portions of the provider's network. The customer desires the vendor to 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 1.0%. For any month in which the objective is not met, the customer desires 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. Please describe your company's ability to meet this goal.

Lumos Networks, LCC Response: Refer to Lumos Networks, LCC Appendix D: Service Level Agreement (SLA)

Should the Commission have a concern with packet loss, the process is to open a ticket with Lumos Networks, LLC's 24/7/365 NOC. The NOC engineer may initiate an assessment of the packet loss concern and communicate findings to the Commission.

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Segra network hub to Segra network hub). Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) - Frames Received (%)

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As part of the costs quoted, the Vendor should provide a 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 should be able to test and troubleshoot the services continuity and integrity end-to-end. Please describe your company's ability to meet this goal.

Lumos Networks, LCC Response: Lumos Networks, LLC has responsibility for the network up to the demarcation point at the customer site.

Lumos Networks, LLC supports our customers with geo redundant network operation centers located in Waynesboro, VA and Columbia, SC. Segra's geo redundant centers operate on a 24x7x365 basis.

Details of Segra's capabilities:

Issue Resolution and Maintenance

Lumos Networks, LLC has two 24/7/365 geo-redundant Network Operations Centers in Columbia, SC & Waynesboro, VA. Lumos Networks, LLC Field Operations Support Teams are also located strategically in the markets served. Fiber restoration crews are also dispersed throughout our markets.

Lumos Networks, LLC's CNOC is comprised of a team of dedicated W-2 Lumos Networks, LLC engineers who are responsible for monitoring, troubleshooting, and maintaining the entire Lumos Networks, LLC network and the services provided. As the first point of contact for our customers, the CNOC is responsible for generating trouble tickets on all issues, dispatching technicians if necessary, isolating the problem, keeping customers updated and driving all troubles to completion. Quick trouble resolution with a sense of urgency is our priority and we are available 24x7x365.

The NOC manages all change management network events (high-risk maintenance activities) along with delivering on SLA parameters for mission critical services.

The Lumos Networks, LLC NOC tracks all events via trouble ticket. Customer event updates are provided via phone call.

Testing to Facilitate Four-Hour Mean Time To Repair (MTTR)
If an outage occurs, Lumos Networks, LLC has QT600s test heads, strategically placed throughout the network, to perform RFC2544 testing on demand, which supports our ability to meet the four-hour MTTR in our Service Level Agreement (SLA)

For any maintenance related activities, the Change Management group will notify customers via email of any service impacting scheduled work. Lumos Networks, LLC reserves the right to perform emergency maintenance during service impacting events.

Maintenance

For purposes of notification, maintenance will be designated as one of two types —Scheduled Maintenance and Emergency Maintenance.

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Scheduled Maintenance is any maintenance at Lumos Networks, LLC to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or if possible otherwise scheduled according to the Customer's or Company's request and is mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters etc., Lumos Networks, LLC will, if practical due to the nature and scale of the emergency, make an attempt at notification. If however, the Lumos Networks, LLC NOC receives Equipment degradation or failure alarms that will require future repair or replacement, Lumos Networks, LLC will notify the customer of the imminent activity and estimated time of repair.

Lumos Networks, LLC Network Operations Center has certified personnel accessibly 24x7x365 to assure your service is monitored and well looked after.

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

Lumos Networks LLC Response: If Lumos is selected as the successful vendor, we will provide project management to coordinate with the incumbent vendor on a transition that doesn't disrupt existing services.

Lumos Networks, LLC's innovative implementation plan includes the proper checks and balance to ensure the transition in the most efficient and effective manner. Lumos Networks, LLC employs a customized team approach with design engineering, outside plant, project management, network operations center resources, sales engineering, and local account management to deliver a successful unified customer experience.

Lumos Networks, LLC uses specific project management teams and assigns specific project managers and team leads on each project that are responsible for coordinating all aspects and interactions to ensure accurate and timely completion. The image below highlights our Project Plan of how we coordinate to ensure a successful transaction.

Additionally we keep a KPI, Key Performance Indicator at Lumos Networks, LLC for On Time Delivery by the month. We use the Initial FOC (firm order commitment date) that is an agreed upon date by Lumos Networks, LLC and Customer. This date does not change and we track to completion for On Time or Earlier.

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We have a testing and acceptance team that is responsible for end to end testing and issuing a birth certificate that the circuit is ready to hand off.

Refer to Lumos Networks, LLC Appendix E: Detailed Project Plan Template

4.2.1.19 The Vendor must acknowledge that termination points will be specified by the Library Commission. Please describe your company's ability to meet this goal.

Lumos Networks LLC Response: Lumos will work with the Library commission to determine the best termination points based on Lumos' attached environmental requirements. Refer to Lumos Networks, LLC Appendix F: Environmental Requirements

4.2.1.20 The West Virginia Library Commission desires the right to relocate or change any business class 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.

Lumos Networks LLC Response: Lumos Networks, LLC is able to meet a change in speed with a 30-day notice, depending on the amount of bandwidth requested. At a certain level, network enhancements may be necessary, and it will be determined upon request if more than 30 days are required.

Relocation requests will be determined on a case-by-case basis, and typically exceed a 30 day notice due to permitting, construction, and engineering requirements.

4.2.1.21 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.

Lumos Networks LLC Response: Refer to Lumos Networks, LLC Appendix D: Service Level Agreement (SLA)

Lumos Networks, LLC supports our customers with geo redundant network operation centers located in Waynesboro, VA and Columbia, SC. Lumos Networks, LLC's geo redundant centers operate on a 24x7x365 basis.

Details of Lumos Networks, LLC's capabilities:

Issue Resolution and Maintenance

Lumos Networks, LLC has two 24/7/365 geo-redundant Network Operations Centers in Columbia, SC & Waynesboro, VA. Lumos Networks, LLC Field Operations Support Teams are also located strategically in the markets served. Fiber restoration crews are also dispersed throughout our markets.

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Lumos Networks, LLC's CNOC is comprised of a team of dedicated W-2 Lumos Networks, LLC engineers who are responsible for monitoring, troubleshooting, and maintaining the entire Lumos Networks, LLC network and the services provided. As the first point of contact for our customers, the CNOC is responsible for generating trouble tickets on all issues, dispatching technicians if necessary, isolating the problem, keeping customers updated and driving all troubles to completion. Quick trouble resolution with a sense of urgency is our priority and we are available 24x7x365.

The NOC manages all change management network events (high-risk maintenance activities) along with delivering on SLA parameters for mission critical services.

The Lumos Networks, LLC NOC tracks all events via trouble ticket. Customer event updates are provided via phone call.

Testing to Facilitate Four-Hour Mean Time To Repair (MTTR)

If an outage occurs, Lumos Networks, LLC has QT600s test heads, strategically placed throughout the network, to perform RFC2544 testing on demand, which supports our ability to meet the four-hour MTTR in our Service Level Agreement (SLA)

For any maintenance related activities, the Change Management group will notify customers via email of any service impacting scheduled work. Lumos Networks, LLC reserves the right to perform emergency maintenance during service impacting events.

Maintenance

For purposes of notification, maintenance will be designated as one of two types —Scheduled Maintenance and Emergency Maintenance.

Scheduled Maintenance is any maintenance at Lumos Networks, LLC to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or if possible otherwise scheduled according to the Customer's or Company's request and is mutually agreed upon by both Parties.

Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters etc.: Lumos Networks, LLC will, if practical due to the nature and scale of the emergency, make an attempt at notification. If however, the Lumos Networks, LLC NOC receives Equipment degradation or failure alarms that will require future repair or replacement, Lumos Networks, LLC will notify the customer of the imminent activity and estimated time of repair.

Lumos Networks, LLC's Network Operations Center has certified personnel accessibly 24x7x365 to assure your service is monitored and well looked after.

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4.2.1.22 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.

Lumos Networks LLC Response: Refer to Lumos Networks, LLC Appendix G: Escalation Contacts and Contact Information.

Lumos Networks, LLC supports our customers with geo redundant network operation centers located in Waynesboro, VA and Columbia, SC. Lumos Networks, LLC's geo redundant centers operate on a 24x7x365 basis.

Details of Lumos Networks, LLC's capabilities:

Issue Resolution and Maintenance

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In the case of Emergencies, Acts of God, and Natural Disasters etc.: Lumos Networks, LLC will, if practical due to the nature and scale of the emergency, make an attempt at notification. If however, the Lumos Networks, LLC NOC receives Equipment degradation or failure alarms that will require future repair or replacement, Lumos Networks, LLC will notify the customer of the imminent activity and estimated time of repair.

Lumos Networks, LLC's Network Operations Center has certified personnel accessibly 24x7x365 to assure your service is monitored and well looked after.

4.2.1.23 The Vendor should contact the Library Commission by phone within 30 minutes of a network outage that affects multiple circuits on the contract. 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.

Lumos Networks LLC Response: Refer to Lumos Networks, LLC Appendix G: Escalation Contacts and Contact Information.

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Details of Lumos Networks, LLC's capabilities:

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Lumos Networks, LLC's CNOC is comprised of a team of dedicated W-2 Lumos Networks, LLC engineers who are responsible for monitoring, troubleshooting, and maintaining the entire Lumos Networks, LLC network and the services provided. As the first point of contact for our customers, the CNOC is responsible for generating trouble tickets on all issues, dispatching technicians if necessary, isolating the problem, keeping customers updated and driving all troubles to completion. Quick trouble resolution with a sense of urgency is our priority and we are available 24x7x365.

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The NOC manages all change management network events (high-risk maintenance activities) along with delivering on SLA parameters for mission critical services.

The Lumos Networks, LLC NOC tracks all events via trouble ticket. Customer event updates are provided via phone call.

4.2.1.24 The Vendor should provide both verbal and written notification in advance of any planned upgrades, modifications, etc. that may affect the State customers within sixty (60) days of the event. Please describe your company's ability to meet this goal.

Lumos Networks LLC Response: Refer to Lumos Networks, LLC Appendix G: Escalation Contacts and Contact Information.

Lumos Networks, LLC supports our customers with geo redundant network operation centers located in Waynesboro, VA and Columbia, SC. Lumos Networks, LLC's geo redundant centers operate on a 24x7x365 basis.

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Issue Resolution and Maintenance

Lumos Networks, LLC has two 24/7/365 geo-redundant Network Operations Centers in Columbia, SC & Waynesboro, VA. Lumos Networks, LLC Field Operations Support Teams are also located strategically in the markets served. Fiber restoration crews are also dispersed throughout our markets.

Lumos Networks, LLC's CNOC is comprised of a team of dedicated W-2 Lumos Networks, LLC engineers who are responsible for monitoring, troubleshooting, and maintaining the entire Lumos Networks, LLC network and the services provided. As the first point of contact for our customers, the CNOC is responsible for generating trouble tickets on all issues, dispatching technicians if necessary, isolating the problem, keeping customers updated and driving all troubles to completion. Quick trouble resolution with a sense of urgency is our priority and we are available 24x7x365.

The NOC manages all change management network events (high-risk maintenance activities) along with delivering on SLA parameters for mission critical services.

The Lumos Networks, LLC NOC tracks all events via trouble ticket. Customer event updates are provided via phone call.

Testing to Facilitate Four-Hour Mean Time To Repair (MTTR)

If an outage occurs, Lumos Networks, LLC has QT600s test heads, strategically placed throughout the network, to perform RFC2544 testing on demand, which supports our ability to meet the four-hour MTTR in our Service Level Agreement (SLA)

For any maintenance related activities, the Change Management group will notify customers via email of any service impacting scheduled work. LUMOS NETWORKS, LLC reserves the right to perform emergency maintenance during service impacting events.

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Maintenance

For purposes of notification, maintenance will be designated as one of two types —Scheduled Maintenance and Emergency Maintenance.

Scheduled Maintenance is any maintenance at Lumos Networks, LLC to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or if possible otherwise scheduled according to the Customer's or Company's request and is mutually agreed upon by both Parties.

Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters etc.: Lumos Networks, LLC will, if practical due to the nature and scale of the emergency, make an attempt at notification. If however, the Lumos Networks, LLC NOC receives Equipment degradation or failure alarms that will require future repair or replacement, Lumos Networks, LLC will notify the customer of the imminent activity and estimated time of repair.

Lumos Networks, LLC's Network Operations Center has certified personnel accessibly 24x7x365 to assure your service is monitored and well looked after.

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.

Lumos Networks, LCC Response: Lumos Networks, LLC's USAC 498/SPIN number is 143024848.

Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists. Many have held this position since the

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original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding.

Lumos Networks, LLC's E-Rate funding team is here to assist, provide guidance and serve as contacts for questions regarding services that are being delivered.

The project is contingent upon the WV Library Commission receiving a USAC Funding Decision Commitment Letter FDCL authorizing a decision to move forward.

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/Er rate/service-providers/

Lumos Networks, LLC has read and will comply.

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).

Lumos Networks, LCC has read and will comply.

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."

Lumos Networks, LCC has read and will comply.

4.2.2.3 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 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-list/

Lumos Networks, LCC has read and will comply.

4.2.2.4 The Vendor must agree to abide by all E-Rate rules, regulations, and limitations as described by the Federal Communication Commission

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(FCC), Universal Service Administrative Company (USAC), and Schools and Libraries Division (SLD) of USAC.

Lumos Networks, LCC has read and will comply.

4.2.2.3 Business Class Broadband

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.

Lumos Networks, LCC Response: Lumos Networks, LLC will work with the WV Library Commission to file a USAC Form 500 to provide the Commission with the ability to file an extension of the incumbent service provider's services and E-rate reimbursement. This will provide the Commission with the ability for Segra to design, engineer, and construct a state of the art fiber-based network, for up to one year from July 2020 to June 30, 2021.

4.2.2.4 Installation Requirements:

4.2.2.4.1 Vendor's solution must provide for installation at no additional cost.

Lumos Networks, LCC has read and understands.

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

Lumos Networks, LCC Response: Lumos Networks, LLC does test and document installation services to ensure services are operating properly when turned up for the customer. As part of the Lumos Networks, LLC delivery, we will provide a Project Manager to oversee installation services and all aspects of testing and performance of the project. The Project Manager will communicate the test results to WV Library Commission via email.

4.2.2.5 Security Requirements

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.

Lumos Networks, LCC has read and will comply.

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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).

Lumos Networks, LCC has read and will comply.

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 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 where 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.

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC's Appendix H: References.

Segra's Account Management Profiles

Greg Florence, Government Account Executive II

Florence is a Major Account Manager who has been with nTtelos/Lumos Networks/Segra over 13 years. Greg has managed accounts in the Commercial, Government, Higher Education, Financial & Healthcare market segments. Greg has worked in the telecom industry for over 30 years. Greg is a graduate of WVU, has 3 sons and lives in Charleston, WV with his wife.

Randy Jones, Sales Engineer

Randy Jones is a Senior Sales Engineer who has been with Lumos Networks over 6 years. Randy has extensive experience designing and implementing cost-effective solutions for Ethernet wide area network educational and non-educational customers consistent with industry standards. He supports sales account managers with the technical solution and network design. Randy has worked in the telecom industry for 26 years and his vast experience includes supporting Metro Ethernet, SIP, DWDM, and legacy voice and data services in the WV network. Randy Jones lives in Charleston, WV.

Chris Shipman, Vice President Enterprise Sales – Mid-Atlantic, Richmond, VA
Chris Shipman currently serves as Vice President Enterprise Sales – Mid-Atlantic. Mr. Shipman is based in Richmond and oversees the company's Enterprise Sales efforts in Virginia, West Virginia, Pennsylvania, Maryland, Ohio and Kentucky. Prior to joining Segra Networks, Mr. Shipman was a VP of Cox Business based in San Diego from 2016 to 2017. From 2012 to 2016, Mr. Shipman was a Director of Cox Business, based in Tulsa Oklahoma, where he helped integrate EasyTel Communications. In 1994 Mr. Shipman started his career in Hampton Roads Virginia. From 1994 to 2012 Mr. Shipman held several leadership positions with Cox Business to include Sales Manager, Enterprise Sales Manager and Sales Engineering Manager

Gary Crocco, Director Government Sales

Gary has over 25 years of sales leadership experience in the telecommunications

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industry. Prior to joining Segra, Gary worked for Level 3/CenturyLink where he led the sales efforts of a broad range of technology based solutions to SLED organizations, large local enterprise, and multi-national corporations. Prior to that, Gary served as Regional Sales Vice President at Frontier Communications leading a multi-state, government and commercial sales force. For the previous 12 years, Gary was employed by Cavalier Telephone where he served in various sales leadership roles ultimately rising to SVP of Commercial Sales and Retention where he led all government, direct, indirect and retention sales channels for the company. Gary started his telecommunications career with AT&T where he led various commercial sales teams within AT&T Business Services and AT&T Broadband. Gary is a graduate of the College of William and Mary and lives in Richmond with his wife and four children

Segra's Executive Leadership Profiles

Timothy G. Biltz. Chief Executive Officer

Timothy G. Biltz currently serves as Chief Executive Officer of Segra, a role he assumed in April 2018 when Lumos and Spirit were brought under the same ownership group. Mr. Biltz was named President and CEO of Lumos Networks in April 2012, and was named a director in May 2012. Previously, Mr. Biltz served as director for NTELOS Holdings Corp. from 2006 to May 1, 2014. He also served as a director for iPCS, Inc., a wireless service provider from 2004 to 2009 and served as Chairman of the iPCS Inc. Board starting in 2006. From 1999 to 2005, Mr. Biltz was the Chief Operating Officer of SpectraSite, Inc., a publicly traded wireless and broadcast- signal tower company. From 1989 to 1999, Mr. Biltz was employed by Vanguard Cellular Systems, Inc. in a number of posts of increasing responsibility, ultimately serving as the Executive Vice President and Chief Operating Officer.

Thomas E. Ferry, Chief Technology Officer and Program Management Office

Thomas E. Ferry currently serves as Chief Technology Officer of Segra, a position he has held since the two companies combined in April 2018. He had previously served as Senior Vice President of Engineering and Chief Technology Officer of Lumos Networks. Prior to that role, he served as Vice President of Engineering & Program Management from May 2014 to April 2016. Before joining Lumos Networks, he served as Manager of IT Program and Project Management for Highmark Blue Cross Blue Shield from 2007 to 2012; as Director of Americas Project Management & Solution Delivery for CoManage, Corp (now Syndesis); and Director of Program Management & Product Development for Adelphia Business Solutions. Mr. Ferry began his career with AT&T Bell Laboratories and later served in various positions of increasing responsibility culminating as Director of Program Management for AT&T Wireless. Mr. Ferry has a BS in electrical engineering from Monmouth University and is PMP certified.

Peter Zarrella, Chief Financial Officer

Peter Zarrella currently serves as Chief Financial Officer of Segra. He has extensive experience in the technology and telecommunications industries having served as Senior Vice President, Finance at Lightower Fiber Networks and most recently as Vice President of Finance – Fiber for Crown Castle's Fiber Division. In addition, Peter has served in accounting, finance, sales and operational roles at Honeywell, Serono Laboratories and Ernst & Young.

Mary McDermott, General Counsel and Human Resources

Ms. McDermott was appointed Senior Vice President of Legal and Regulatory Affairs and Secretary in 2011. Prior to the separation of the Company from NTELOS, she had served as Senior Vice President—Legal and Regulatory Affairs since 2001. Prior to joining NTELOS, Ms.

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McDermott served as Senior Vice President and General Counsel of Pathnet Telecommunications, Inc. from 2000 to 2001, as Senior Vice President Chief of Staff for Government Relations for the Personal Communications Industry Association from 1998 to 2000, and as Vice President—Legal and Regulatory Affairs for the United States Telecom Association from 1994 to 1998. She began her telecommunications career with the NYNEX legal department.

Greg Guerra, President and Chief Operating Officer

Greg Guerra currently serves as President and Chief Operating Officer of Segra. With more than 20 years in the communications industry, Greg oversees the company's strategic planning, business development, product management, technical consulting and operations. Prior to his current role, Greg served as Chief Operating Office of Spirit Communications. He has also served as the vice president of business development for Comcast Business Communications in Philadelphia and Director of National Planning for Teleport Communications of Princeton, NJ, providing commercial communication services. He began his communications career with AT&T in Bedminster, NJ, as district manager for local access and business development. Mr. Guerra also is the founder of Home Central, a company that provides homeowners and small business owners with the ability to manage their security systems, surveillance devices, heating and air conditioning systems, and other devices, remotely over the Internet. He is a cum laude graduate of Villanova University with a bachelor's degree in electrical engineering, and graduated with honors from Seton Hall University's W. Paul Stillman School of Business with a master's degree in business administration.

Grey Humphrey, Chief Revenue Officer

Grey Humphrey currently serves as the Chief Revenue Office of Segra. Prior to his current role, he served as President of PalmettoNet and Chief Marketing Officer for Spirit Communications. Mr. Humphrey joined Spirit Telecom in 1998 as the general manager of the data networks group. Before taking on his role with PalmettoNet, Humphrey was Spirit's Chief Operating Officer. Prior to joining

Spirit, Humphrey worked for TSI LineOne, SouthernNet, Telecom*USA, MCI and SCANA Communications. A native of South Carolina, Mr. Humphrey is a graduate of Clemson University with a bachelor's degree in administrative management. He received his master of business administration from the University of South Carolina, Moore School of Business.

Peter Zarella, Chief Financial Officer

Peter Zarrella currently serves as Chief Financial Officer of Segra. He has extensive experience in the technology and telecommunications industries having served as Senior Vice President, Finance at Lightower Fiber Networks and most recently as Vice President of Finance – Fiber for Crown Castle's Fiber Division. In addition, Peter has served in accounting, finance, sales and operational roles at Honeywell, Serono Laboratories and Ernst & Young.

- **4.3.1** Qualification and Experience Information: Vendor should describe in its proposal howit 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.

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Lumos Networks, LCC Response: Lumos Networks, LLC employs 84 W-2 employees in the State of West Virginia. Additionally, Lumos Networks, LLC has approximately 1,000 employees across our organization, in various functions, available to support the WV Library Commission's needs.

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.

Lumos Networks, LCC Response: Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists. Many have held this position since the original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding. Lumos Networks, LCC's E-Rate funding team is here to assist, provide guidance and serve as contacts for questions regarding services that are being delivered. Lumos Networks, LLC has dedicated teams on pre-sales RFP responses and post-sales for billing to meet E-rate PIA requirements. The following W-2 full time Lumos Networks, LLC employees comprise the Commission's dedicated account team:

Greg Florence

Government Account Executive (304) 414-0411 greg.florence@segra.com 1200 Greenbrier Street Charleston, WV 25311

Anthony Stroman

E-rate Analyst (803) 726-4074 anthony.stroman@segra.com im: stroman@lumosnet.com 1500 Hampton Street Columbia, SC 29201

Randy Jones

Senior Sales Engineer (304) 720-2991 randy.jones@segra.com 1200 Greenbrier Street Charleston, WV 25311

Additionally, we maintain a contractual relationship with Bob Richter, *President of E-rate Provider* Services. In this capacity Mr. Richter guides our team with his professional E-Rate expertise, informs

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us on E-Rate updates, and provides ongoing education on USAC rules, regulations, processes and updates/changes to the E-Rate program.

Bob Richter

President of E-rate Provider Services

Mr. Richter has broad and deep experience with the E-Rate Program from both the applicant and service provider perspectives. From 1996-2003, he was the Executive Director for Technical Services of the Hartford Public School System in Hartford, CT. During his tenure, he had direct responsibility for all Universal Services Fund activity. The E-rate applications he submitted achieved over \$35,000,000 in Federal funding for the school district and city libraries. Other accomplishments included implementation of a 64 site converged voice, video and data network within the city of Hartford and Hartford public schools, and design of enterprise wide security and 311 projects.

From 2004-2009, Mr. Richter was the National E-Rate Program Executive for the IBM Corporation, supporting IBM teams and clients in the K-12 education industry in the east coast of the United States. He established the E-rate Center of Competence which provided internal and external oversight for all E-rate activities. Under Mr. Richter's direction, the Center was responsible for over \$650,000,000 in E-rate funding commitments. His management activities included assurance of program compliance, internal staff training, ongoing evaluation of program rules, contract review, development of marketing strategies, and sales support. In addition, Mr. Richter worked closely with the Schools and Libraries Division to manage the Accounts Receivable process to significantly reduce a 90 day backlog of >\$50,000,000. He was a key contributor to the team who successfully appealed multiple funding denials totaling \$33,000,000. He worked closely with the SLD to develop a Basic Maintenance services list and crafted numerous Eligible Services lists and Notice of Proposed Rulemaking comments in response to FCC inquiries. Mr. Richter worked intimately with the IBM legal department regarding past E-rate program issues and continues to provide consultative services to IBM in this regard.

Mr. Richter served as a founding director for the E-rate Service Providers Association (ESPA). He is currently a member of the E-rate Management Professionals Association (E-MPA). He lives in Burlington, Connecticut with his wife and two children.

- 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

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC's Appendix H: References.

Segra has experience with over 400 government agencies, including many State of West

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Virginia agencies, libraries, and over 300 schools. Exclusive fiber and Internet service provider. Segra takes pride in our efficiency and nimbleness to timely respond to the needs of our customers.

As one of the largest independent fiber network companies in the Eastern US, we provide a broad and dense service footprint across the Mid-Atlantic and Southeast.

Segra's state-of-the art voice and data technology solutions serve businesses of all sizes as well as some of the world's largest carriers.

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

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

Lumos Networks, LLC Response: Lumos Networks, LLC's USAC 498/SPIN number is 143024848.

Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists.

Many have held this position since the original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding. Lumos Networks, LCC's E-Rate funding team is here to assist, provide guidance and serve as contacts for questions regarding services that are being delivered.

43.2.3 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 mandatories below should be submitted with t.1:ieir bid and will be required to be submitted prior to award.

Lumos Networks, LLC Response: Lumos Networks, LLC's USAC 498/SPIN number is 143024848.

Lumos Networks, LLC has extensive experience working with school districts on E-rate funding projects. Lumos Networks, LLC directly employs an E-Rate funding team consisting of coordinators and billing specialists. Many have held this position since the original funding years of 1999-2000 of the E-Rate funding program. They are the Lumos Networks, LLC subject matter experts on all issues pertaining to E-Rate funding. Lumos Networks, LCC's E-Rate funding team is here to assist, provide guidance and serve as contacts for questions regarding services that are being delivered.

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43.24 Contribute to the Universal Service Fund

Lumos Networks, LCC has read and will comply.

43.25 Provide telecommunications services on a common carrier basis

Lumos Networks, LCC has read and will comply.

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

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC Appendix I: FCC Forms.

43.2.7 Provide the Vendor's Service Provider Identification Number (SPIN) obtained through the FCC Form 498 process and the FCC Registration number tied to their EIN tax ID number

Lumos Networks, LLC Response: Lumos Networks, LLC's USAC 498/SPIN number is **143024848**. Refer to Lumos Networks, LLC Appendix I: FCC Forms.

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

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC Appendix I: FCC Forms.

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

Lumos Networks, LCC Response: Refer to Lumos Networks, LLC Appendix I: FCC Forms.

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.

Lumos Networks, LCC has read and will comply.

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.

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Lumos Networks, LCC has read and will comply.

- 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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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.

Lumos Networks, LCC has read and will comply.

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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.

Lumos Networks, LCC has read and understands.

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.

Lumos Networks, LCC has read and understands.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

Approach & Methodology to Goals/Objectives (§ 4.2.1)

Approach & Methodology to Compliance with
Mandatory Project Requirements (§ 4.2.2)

Qualifications and experience (§ 4.3)

Qualifications and Experience Generally (§ 4.3.1)

Exceeding Mandatory Qualification/Experience
Requirements (§ 4.3.2)

(25) Point Possible

(15) Points Possible

Total Proposal Score: 100 Points Possible

Lumos Networks, LCC has read and understands.

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.

Lumos Networks, LCC has read and understands.

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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.

Lumos Networks, LCC has read and understands.

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.

Lumos Networks, LCC has read and understands.

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.

Lumos Networks, LCC has read and understands.

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

Lumos Networks, LCC Response: Lumos Networks, LLC is proposing pricing for 75 locations; our pricing is contingent on an award for all 75 locations. Due to the requirements and instructions of the Attachment B Price Sheet, we opted to not modify the spreadsheet. However, additional pricing options are available for 500Mb (\$775.00 MRC) and 1G (\$1,050.00 MRC).

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

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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.

Lumos Networks, LCC has read and understands.

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 $2 - 1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1-\$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091 %)

Step $2 - 0.909091 \times 30 = Total Cost Score of 27.27273$

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.

Lumos Networks LLC			
(Company)	111		
Greg Guerra, COO	J. 198/19-		
(Representative Name, Title)			
(980) 556-1062			
(Contact Phone/Fax Number)			
4/17/2020			
(Date)			

Broadband Services
West Virginia Library Commission
(REVISED March 30, 2020)

Broadband Services
West Virginia Library Commission
(REVISED March 30, 2020)

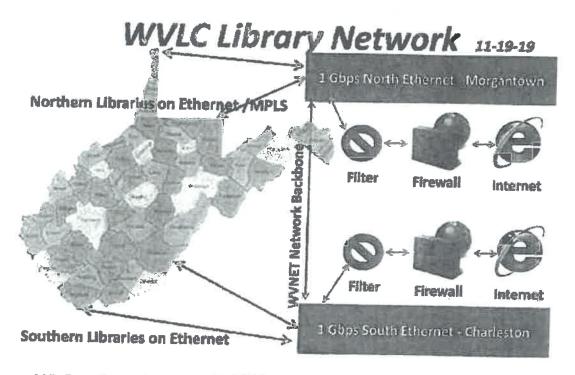
Attachment A: Service Availability and Speeds List

Broadband Services
West Virginia Library Commission
(REVISED March 30, 2020)

Attachment B: Cost Sheet

Broadband Services
West Virginia Library Commission
(REVISED March 30, 2020)

APPENDIX -1



146 5 to 20 Megabit Ethernet / MPLS

2 Gigabit Ethernet / MPLS

Broadband Services
West Virginia Library Commission
(REVISED March 30, 2020)

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@mall.mln.iib.wv.us	115 Walnut Ave. Alderson, WV 24910	Greenbrier
Allognery Mt Top	Dana Carr carrdana @martin.lib.wv.us	State Union Highway Mi. Steam WY: 19750	Gradi
Álum Öreek	Kathy Cummings kathy @lincollb.org	214 Midway Rd. Alum Creek, WV 25003	Lincoln
Angus	Rope Mondi togo ileka Popali ada ila io us	April Steel	Papale
Amettsville	Cathy McMaster mcmaster @clark.lib.wv.us	4120 Fairmont Rd. Morgantown, WV 26501	Monongalia
Ashton	• SEE Hannah PL		
Barboursville	Linda LaRue Ilarue@cabeii.lib.wv.us	728 Main Street Barboursville, WV 25504	Cabell
Sarief Wharlen	dans Villas visitei Guratingia Historias	April Fond Forking. County, My Mails	Boone
Beckley	» SEE Raleigh County PL		
	tamen Smills tamen smill Orland the works	Belled Av., Delegion, W. App.	- Barbour
Belle	» SEE Riverside PL		- CALL STREET NO. 100 CO.
Senwood MeMechen	Spein fielly	201 Marriell-Birger Midleston, 1907 20040	Warshall
Berkeley Springs	» SEE Morgan County PL		
Blacksville	SEE Clay Banelle PL		
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BOONE-MADISON	Tara Holstein, Interim Director tara.holstein@mail.min.llb.wv.us	375 Main Street Madison, WV 25130	Boone
Bradehaw	ing Shellon shellon Omall min.lib, w.us	10002 Marshall Righway Bradshaw, NV 24297	McDdwell
Branchland	" Relocated SEE Guyan River	CONTRACTOR DE LA CONTRA	NA VERSION SALES
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BROOKE COUNTY	Alexandra L. Schneider alex.eberle@mail.nln.fib.wv.us	945 Main Street Wellsburg, WV 26070	Brooke
	• SEE Gradie W. Gloson and Vasi	ur Coipi)	
Buffalo	Becky Harvey buffalo@putnam.lib.wv.us	19209 Buffalo Road Buffalo, WV 25033	Putnam
BUFFELO OREEK.	Eddle Teskelt II- eddle teckelt i Cabeli lib.ww.us	Man WV 25635	Logan
Burlington	Tonya Mongold tonya.mongold@martin.lib.wv.us	6 Hope Lane Burlington, WV 26710	Mineral
	Elizabeth A. Anderson Data and orson Details (In. w/ os	Allowards along	Taxton .
CABELL COUNTY	Judy K. Rule jrule@cabeil.lib.wv.us	455 9th Street Huntington, WV 25701	Cabell
CALROUN COOKY	Any Semila ampatent and made proper	250-till Broof Genevale, 197-201-07	Callidur
Cameron	Anna L. Winters laurie.winters@mail.nln.lib.wv.us	44 Main Street Cameron, WV 26033	Marshall
ASSENSAUSE	Nancy-Mescle. nancy-meacle@manipalityswels	Capen Straige VIV 20212	Hampshire
Center Point	Christy Nicholson christy.nicholson@clark.lib.wv.us	8871 WV Route 23 Salem, WV 28426-6175	Doddridge
GLASSIVILES.	Aphotop Signification of the control	14 Supple Spik Real Chapmanals, Apparent	eogan
CHARLES W. GIBSON	Denise Weese weese_d@clark.lib.wv.us	105 E. Main Street Buckhannon, WV 26201	Üpshur
Charlesion	SEE Kanowka County		
Cheat Area	Colleen Caldwell caldwellc@clark.lib.wv.us	121 Crosby Road Morgantown, WV 26508	Monongalla

CLARKSBURG- ARRISON	Jili Rafter Jili.rafter@clark.llb.wv.us	404 W. Pike Street Clarksburg, WV 26301	Harrison
CLAY-COUNTY	Shella E. Thomas Shella E. Thomas Shella Elimino Dipplic to Waste	Gar. We steel	May
Clay-Battelle	Sandra Throckmorton throckmo@clark.iib.wv.us	6059 Mason-Otxon Hwy Blacksville, WV 26521	Monongalla
Clendenin	Tammy Parker temmy parker@kanawhallbrary.org	107 Koontz Ave., Suite 100. Cleadania WV 25045	Ranawha
Clinton District	Sandra Weston clinton@clark.lib.wv.us	2005 Grafton Road Morgantown, WV 26508	Monongalla
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COWEN	Randy Timm randy timm@wvlc.lib.wv.us	47 Mill Street Cowen, WV 26206	Webster
Caretending	Angela Anthur authur Control Ans and as	Self Car Self	Abel
CRAFT MEMORIAL	Eva H. McGuire mcguiree@mail.min.lib.wv.us	600 Commerce Street Bluefield, WV 24701	Mercer
ANOSMUE	Jo Am Figur panestypo Green pla ilimosis	631 bray tare engarde, hw 25205	Mehital
Cross Lanes	Brittany Addis brittany.addis @kanawhalibrary.org	5449 Big Tyler Road Cross Lanes, WV 25313	Kanawha
	* See Mayo County		
ODDRIDGE COUNTY	Cathy Ash ashcathy@clark.lib.wv.us	170 Marie Street West Union, WV 26456	Doddridge
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ırıbar	Ben Ball ben.ball @kanawhalibrary.org	301 12th Street Mall Dunbar, WV 25064	Kanawha
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anor	Lisa Reedy Isa.reedy @putnam.lib.wv.us	500 Roosevelt Bivd. Eleanor, WV 25070	Putnam

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Fairmont	» SEE Marion County		
Pardew	Jale Alka inkado gasaio	509 Main Street Teinfelt, W/FBSB76	Magn
Failing Waters	» SEE North Berkeley		
FAVETZE-GOURNY	Tebecca Rellum bestyteblum Omail ordnillowing	53 Strong Street Oak Hill, Wyrkhool	Popule
Fayetteville	Randali Ballard randali ballard@mail.min.lib.wv.us	200 W. Maple Avenue Fayetteville, WV 25840	Fayette
AVERIVERS	Nancy L. Moore meant methoderically years	Parons, Wester	
Follansbee	» SEE Brooks County	844 Main Street Follansbee, WV 26037	Brooke
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Fort Gay	Sheila Bowen showen@cabell.lib.wv.us	8608 Rear Broadway Fort Gay, WV 25514	Wayne
Fainley 1	V USE Sendelon County #1		
Gallaher Village	Kayla Young kayla young@cabell.lib.wv.us	368 Norway Avenue Huntington, WV 25705	Cabell
CASSAYAY >	Beveriy Coffeli busicus	Gassaway, 707 20004	Braston
Geary	Sandra Morton morton39@mail.mln.lib.wv.us	1 Library Lane Suite 1 Left Hand, WV 25251	Roane
albeg	Aggels Miller angels miller@catellilibaves	Ment W FEEL	Magd
GILMER	Lisa Minney fisa.minney@clark.fib.wv.us	214 Walnut Street Glenville, WV 26351	Gilmer
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ilenville	» SEE Gilmer	and the same of th	
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Grapitanile	- A College County		
Green Bank	Hallie Herold hallie herold @mail.mln.lib.wv.us	5683 Potomac Highlands Trail Green Bank, WV 24944	Pocahoritas
GREENBRIER SOUNT	Ann fair ann ann ann ann ann ann ann ann ann an	In Comiss Dr. Longitude, WY 24901	And other
Guyan River	Judy Fox judith@lincolib.org	5320 McClellan Highway Branchland, WV 25506	Lincoln
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HAMLIN-LINCOLN COUNTY	Melissa Brown melissa @ lincolib.org	7999 Lynn Avenue Hamlin, WV 25523	Lincoln
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HARDY COUNTY	Carol Koontz carol.koontz@martin.lib.wv.us	102 N. Main Street Moorefield, VVV 26836	Hardy
Rannah	+ Sign states & Said Said		
Harpers Ferry	» SEE Bolivar-Harpers Ferry	The second second	
Barristilla	-Sea Ministração		
Hedgesville	Dana Phelps dana.phelps@mbcpl.org	207 North Mary Street Hedgesville, WV 25427	Berkeley
NEW COA	Jerianne Davis jerianne davis@clark.jb-wv.juis	Remodelph, Nov 19884.	Alfredolph
Hillsboro	Elwood Groves @mail.mln.lib.wv.us	54 Third Street Hillsboro, WV 24946	Pocahontas
	- Size Satisment Country	And	
HUNDRED	Tina McBee tina.mcbee@wvlc.lib.wv.us	3527 Hornet Highway Hundred, WV 26575	Wetzel

Huntingpon	- SEE Cabell County, Gallaghar Vil	lage and Guyandotte	
Hurricane	Rebecca Elliot relliott@putnam.llb.wv.us	410 Midland Trail Hurricans, WV 25526	Putnam
Autorate	- See Pringer County		
laeger	Marilyn Fain fainm@mail.mln.llb.wv.us	120 West Virginia Avenue laeger, WV 24844-0006	McDowell
. Innood	» EEE Mustelman South-derkeley		
JACKSON COUNTY	John Faria john.faria@mail.mfn.lib.wv.us	208 N. Church Street Ripley, WV 25271	Jackson
KANAWHACOJHIY	All Group.	Onatesion W/9550:	Kanawaa
Kenova	* SEE Wayne County	Da.	
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KEYSER-MINERAL COUNTY	Heather Haynes heather.haynes@martin.lib.wv.us	105 N. Main Street Keyser, WV 26726	Mineral
KINGWOOD	beango Granklib www.is	193 West Maintained Singwood, Wy 26537	Pieston
Left Hand	» SEE Geary		
Lewisburg	» SEE Greenbrier County		
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LOGAN AREA	Judy Overko judy.overko@cabell.lib.wv.us	16 Wildcat Way Logan, WV 25601	Logan
enst Grack	Somewhite.		
LOUIS BENNETT	Katrina Smith-Johnson katrina.smith@clark.lib.wv.us	148 Court Avenue Weston, WV 26452	Lewis
LOWE	Deborah A. Starkey starkeyd Ø clark Jb. wy us	40 Bridge Street Shinoston, WV 26431	Hidson
LYNN MURRAY MEMORIAL	Ashley Tharp ashley,tharp@weirton.lib.wv.us	601 Rallroad Street Chester, WV 26034	Hancock

/lan	» SEE Buffalo Creek Memorial		
Aannington	Linde Sidde Isidde's incpls.org	100 Common Sheet Nandington, Wat 25582	Marion
MARION COUNTY	Erika Connelly econn@mcpls.org	321 Monroe Street Fairmont, WV 26554	Marion
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larmet	Melissa Burchett melissa.burchett@kanawhalibrary.org	9303 Oregon Avenue Marmet, WV 25315	Kanawha
ARTHISEURD KELEY COUNTY	Greather Fig.	for Westering Street. Mattheburg, W 25401	dbyleley
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ASON COUNTY	Pamela Thompson thompsnp@mail.mln.lib.wv.us	508 Viand Street Point Pleasant, WV 25550	Mason
	Hall Turker Sheld	197 First AVA fibrateway, UN 29928.	Winds.
CDOWELL	Barbara Fields barbara fields @mail.mln.lib.wy.us	90 Howard Streel Welch, WV 24801	McDowell
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eadow Bridge	April Vaughn april vaughn@mail.mln.lib.wv.us	53 Montrado Street Meadow Bridge, WV 25976	Fayette
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II Creek	» SEE Bussell Memorial		
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NGO COUNTY	Pam Warden pwarden@cabell.lib.wv.us	4360 State Route 65 Delbarton, WV 25670	Mingo

Montgomery	Gordon Kent gordon kent@mail.min.iib.wv.us	507 Ferry Street Montgomery, WV 25136	Fayette
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MORGAN COUNTY	Sarah Drennan sarah.drennan@martin.lib.wv.us	105 Congress St. Berkeley Springs, WV 25411	Morgan
MORGANTOWN	Sarah Fathey sarah pathey dictark lib.wv.us	879 Sprupe Street Morganiown VIV 26505	Monasyalla
Morgantown	» SEE Cheat Area PL and Clinton Dist	trici	
MARSHALL COUNTY	Super Holly	Memorale, welcom	Mauhal
MOUNTAINTOP	Debbie Williams (point of contact) debbie.williams@clark.lib.wv.us	384 2nd St. Thomas, WV 26292	Tucker
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Mt. Storm	» SEE Allegheny Mt. Top	and and with the control of the second s	
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Musselman-South Berkeley Community Library	David Porterfield david porterfield mbcpl.org	126 Excellence Way Inwood, WV 25428	Berkeley
Hayal Liquida	3		
New Cumberland	» SEE Swaney Memorial		
New Holen	intesatellars topasoglabs@spatemin.ilb sysus	Newwaren, WV 26255	ET Ladin
NEW MARTINSVILLE	Janet Witten Conn janet.conn@mail.nln.lib.wv.us	160 Washington St. New Martinsville, WV 26155	Wetzel
North	Lynn Bodhy-Olds Lynn sainy Okasandashnein ag	1200 Park Avenue Silver, NV 25000	To the second
North Berkeley	Dana Phelps dana.phelps@mbcpl.org	1255 T.J. Jackson Drive Falling Waters, WV 25419	Berkeley
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NUTTER FORT	Dottle White dottle.white@clark.iib.wv.us	1300 Buckhannon Pike Nutter Fort, WV 26301	Harrison
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OHIO COUNTY	Dottie Thomas thomasd @ weirlon.lib.wv.us	52 16th Street Wheeling, WV 26003	Ohio
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Parkersburg	» SEE South Parkersburg and Parkers	bury/Wood County	
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PENDLETON COUNTY	Rebecca McConnell rebecca mcconnell@martin.lib.wv.us	256 North Main Street Franklin, WV 26807	Pendleton
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Petersburg	» SEE Grant County		
Piesows.	Jan Chailled Johnhadust Gradiga di waxes	Peterstone VIV SIRBS	Monroe
PHILIPPI	Judy Buckner Larry judy.larry@clark.lib.wv.us	91 S. Main Street Philippi, WV 26416	Barbour
AEGOON	Paula Boggs (boggs Characteritomous	T States Assessed Preparent, TW 90760	Mineral
PINE GROVE	Donna Goontz donna.goontz@mail.nin.lib.wv.us	756 Alley Addition Pine Grove, WV 26419	Wetzel
Poreville	- SEE Wroming County		
PIONEER MEMORIAL	Sandra Parrish sandra parrish@clark.ilb.wv.us	22526 Allegheny Hwy Harman, WV 26270	Randolph

PASSAMPS PORTA	Many hooper or the country of the co	St. Manys, Wir 28470 4	Agreed:
Poca	Teresa King poca @putnam.lib.wv.us	2858 Charleston Road Poca, WV 25159	Putnam
POCAHONTAS ODUNTY Libraries & Plater Intermedion Chapter	Grod Califf director Spocationus library org	500 Bushed Minfedon, VM 24854	Pucahinias
Point Pleasant	» SEE Mason County		
PRINCETON	Sheens Jojinson discourage internal printers on a	920-Milliodi Street 9rinceton, VM-2dirati	Werba
PUTNAM COUNTY	Megan Tarbett megan.tarbett@putnam.lib.wv.us	4219 State Rt. 34 Hurricane, WV 25526	Putnam
Ragina	Para Carlo		
RAINELLE	Debra Godderd dgoddard @mail.mln.lib.wv.us	378 7th Street Rainelle, WV 25962	Greenbrier
RALEIGH COUNTY	Amy Slover stovera Grateigh ilb, wv us	221 M. Rimanipa Siriely Beodey, WY 20001	Resign
Ravenswood	Angels Howard ahoward@mail.min.jib.wv.us	323 Virginia Street Ravenswood, WV 26164	Jackson
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Ripley	» SEE Jackson County	and the second	
RITCHIE COUNTY	Emiles Geesa Seeses Ginal min lib wy us	608 E. Main Street Harrisville, WV.26382	
Riverside Branch	Mellssa Burchett mellssa.burchett@kanawhalibrary.org	1 Warrior Way, Suite 104 Belle, WV 25015	Kanawha
BOANE COUNTY	Many Sung many any density at 11 the wives	Period No. 2004	Auge
Romney	» SEE Hampshire County		
RONCEVERTE	Cherie Davis davis, of Gmail min lib wy. us	120 Main Street West Roncevens, WV 24970	Groonbiel
RUPERT	Carol McClung mcclung@mail.min.lib.wv.us	124 Greenbrier Street Rupert, WV 25984	Greenbrier

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Salt Rock	Kim Kirwan kim kirwan @cabell.lib.wv.us	5575 Madison Creek Rd Salt Rock, WV 25559	Cabell
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SHEPHERDSTOWN	Hali Taylor taylor_h@martin.lib.wv.us	100 East German Street Shepherdstown, WV 25443	Jefferson
Sales los	Second		
Sissonville	Michelle Ross michelle.ross@kanawhailbrary.org	1 Timey Lane Charleston, WV 25312	Kanawha
SISTERSVILLE	Sabdin Syli sabdin kyle Qiraktin librarus	515 Wells Street Sistematic, volveens	, Tgler
Sophia	Danette Taylor danette.taylor@mail.min.lib.wv.us	103 First Street Sophia, WV 25921	Raleigh
SOUTHOHARLESTON	Todd Donollor Dag	34! 4h Avenue Bout Charlettin, 40/ 24802	Singles
SOUTH JEFFERSON	Dana Jenkins jenkinsd@martin.lib.wv.us	49 Church Street Summit Point, WV 25446	Jefferson
South Cartenoung	Cliffic dones clirto jours Apartelloque 06	Hyp Pricespelips S. Pentensbelgs, Wi 2010	Word
SOUTHERN AREA	Wilma Bennett wilma.bennett@clark.lib.wv.us	120 East Main Street Lost Creek, WV 26385	Harrison
Spender	y SEE House County		
St. Albans	Melissa Burchett melissa.burchett@kanawhalibrary.org	602 4th Street St. Albans, WV 25177	Kanawha
Gl. Maryo	- Marinetta Comp		
SUMMERS COUNTY	Austin Persinger austin persinger @wvlc.fib.wv.us	201 Temple Street Hinton, WV 25951	Summers
SOLUTION STATE OF	Mail or bergusen and an in Volumber of SEE South Jefferson	Superioralis, WY 18631	, Nicholas
Summit Point	» SEE South Jefferson		

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SWANEY MEMORIAL	Kirsten Pierce Mail.nin.lib.wv.us	210 S. Court Street New Cumberland, WV 26047	Hancock
TAYCON COLORIN	Alistic Whitehold alastrategodo gask kowe ije	State Sheet	Taylor
TERRA ALTA	Karen Chroussis karen.chroussis@clark.flb.wv.us	701B East State Avenue Terra Alta, WW 26764	Preston
Thomas	SE Stone Boo		
Tygart Valley	» SEE Russell Memorial		
TYLER COUNTY	Rosanne Eastham rosanne.eastham@mail.nin.lib.wv.us	300 Broad Street Middlebourne, WV 26149	Tyler
The state of the s	SELEMONIO-GOINN		4.5
UPSHUR COUNTY	Paul Norko paul norko@ciark.lip.wv.us	1150 Route 20 South Rd Buckhannon, WV 26201	Upshur
VALLEY HEAD	Weole Statthow move matthew separt lib, wy us	25389 Seneca Trail Valloy Head, WV 28294	Randolph
VIENNA	Brenna Call brenna Cvienna public library.org	2300 River Road Vienna, WV 26105	Wood
Walant.	Debicab lipathinisa ghoused Emallated bury is	2 Discription and Walter Water Was 2000	Roma
War	» SEE McDowell	672 Warrior Mine Road War, WV 24892	McDowell
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WAYNE COUNTY	Mark Esslinger messling@cabell.lib.wv.us	1200 Oak Street Kenova, WV 25530	Wayne
Wage	land Spills	925-Ke/spr-Street Wayne_XW 25540	Walan
WEBSTER-ADDISON	Lorene Carpenter lorene.carpenter@clark.lib.wv.us	331 S. Main Street Webster Springs, WV 26288	Webster
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Weirton	» SEE Mary H. Weir Memorial		

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WHITE SULPHUR SPRINGS	Joann Hartzell joann.hartzell@mail.min.lib.wv.us	344 Main Street West W. Sulphur Springs, WV 24986	Greenbrier
		W. Sulphur Springs, WV	Greenbrier
	joann.hartzeil@mail.min.lib.wv.us Makentie Pose	W. Sulphur Springs, WV 24986	
SPRINGS Whiteswife WILLIAMSON WILLIAMSON	icann.hartzeil@mail.min.fib.wv.us Makentie Prese Omail.cole illo knr.us Jennifer Hatfield jennifer.octen@cabell.lib.wv.us Manby Merchael vencymorebenife.phils.lib.wy.us	W. Sulphur Springs, WV 24986	Boorte
SPRINGS Waterville	joann.hartzeil @ mail.min.fib.wv.us Makentie Hese makentie rese Omail.chie ilb wv.us Jennifer Hatfield jennifer.octen @ cabell lib.wv.us	W. Sulphur Springs, W 24988 	Mingo

Broadband Services
West Virginia Library Commission
(REVISED March 30, 2020)

APPENDIX 3 – E-RATE ELIGIBLE SERVICES

Terms and conditions begin on next page.

Broadband Services West Virginia Library Commission (REVISED March 30, 2020)

Federal Communications Commission

DA 18-1173

Before the

Federal Communications Commission Washington, D.C. 20554

In the Matter of

Modernizing the E-Rate Pangram for Schools and
Libraries

ORDER

Adopted: November 16, 2018

Released: November 16, 2018

By the Chief, Window Computation Bureau:

I. INTRODUCTION

1. In this Order, the Window Computition Bureau (Bureau) adopts the digible services list (BSL) for finding year (FY) 2019 for the schools and bluezins universal service support program (more commonly referred to as the E-Rate program). Specifically, bursed on the record before to, we adopt the proposals set firstle in the Bureau. Public Notice making comment on the proposed BSL for FY2019 and the additional changes discussed below. In addition, we release the BSL for FY2019 and unfactor the Universal Service Administrative Company (USAC) to open the mond application filing window no earlier than 60 days after the polants of this Order.

IL BACKEROUND

2. Sections 254(c)(1), (c)(5), (d)(1)(B), and (h)(2) of the Communications Act collectively great the Commission authority to specify the survives that will be supported for eligible schools and Ebrarias and to design the specific mechanisms for support. Permant to this authority, the Commission delegated suppossibility to the Bursan to update the BSL commission. In the P17019 282, Public Mostor, we sought comment on specific site in the ESL for F12019. In this connection, we identified one significant change made between the F12018 ESL and the proposed F12019 ESL. Specifically, we proposed to obtain the "Highle Voice Services" section of the ESL and abled a note to charify that dedicated voice changes on an Integrated Services Digital Network circuit as no longer aligible for E-Rate fluiding consists the "Highle for E-Rate fluiding consists the "F8 Commission's decision in the 2014 First E-Rate Order to place down E-Rate program

I The ESS, specifies the services and products that we objettle for B-Rate Georgia.

Wireling Computation Burger Scale Comment on Programd Eligible Services List for the E-linte Program, WC Ducket No. 13-184, Public Notice, DA 18-769 (WCB 2016) (F22019 ESL Public Notice).

³ See School: and Libraries Universal Service Suggest Mackenium, Highle Services List for Funding Year 2019 (FT1010 ESL), Appendix B, below. 47 CFR § 54.500(4) (requiring the final ESL to be advanted at least 60 days gater to the opening of the application filing whether).

⁴⁴⁷ U.S.C. §§ 254(c)(1), (c)(3), (b)(U(B), (b)(2).

⁵ Sec 47 CSFR § 54.502(d) (distribing the procedures for ceeling comment on a draft RSL).

^{*} FT2019 EST. Public Mentice at 1.

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.

(Check the bo	ox next to each addendu	n received,	,	
[X]	Addendum No. 1	l]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[X]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	ſ]	Addendum No. 10

Addendum Numbers Received:

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.

Lumos Net	tworks LLC
, .	Company
1 Soundan	
V:/~a//-	
	Authorized Signature
4/17/20	020
	Date

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

Revised 6/8/2012

RFP Addendums - Signed



Purchasing Divison 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: Addend	lum 1; WV Library Commission Broadband Services		
1	Proc Type: Central Maste	er Agreement	VALUE OF THE PARTY	
Date Issued	Solicitation Closes	Solicitation No	Version	
2020-02-25	2020-03-24 13:30:00	CRFP 0433 LIB2000000001	2	

BILECEN ING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

Lumos Networks, LLC

1200 Greenbrier Street Charleston, West Virginia

25311

(304) 414-0411

FOR INFORMATION CONTACT THE BUYER

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

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FEIN# 8

84-1452950

DATE 4/17/2020

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

Page ;

FORM ID: WV-PRC-CRFP-001

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the following information to the vendor community as attached hereto.

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	S S 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				
The state of the s				

Extended Description:

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

SOLICITATION NUMBER: CRFP 0433 LIB2000000001 Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

V	1	Modify bid opening date and time
{	-	Modify specifications of product or service being sought
[}	Attachment of vendor questions and responses
{	1	Attachment of pre-bid sign-in sheet
[}	Correction of error
{	1	Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

- Proposal Opening date was scheduled for: March 3rd, 2020 at 1:30 PM. ET. now scheduled for: March 24th, 2020 at 1:30 PM. ET.
- 2. Vendor Questions and Agency responses will be issued by Addendum at a later date.

No other Changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



Purchasing Divison 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: Addendum 2; WV Library Commission Broadband Services

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2020-02-28
 2020-03-24
 CRFP
 0433 LIB2000000001
 3

 13:30:00
 3
 3

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: Lumos Networks, LLC

1200 Greenbrier Street Charleston, West Virginia

25311

(304) 414-0411

FOR INFORMATION CONTACT THE BUYER

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

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J. Sylon

FEIN# 84-1452950

DATE 4/17/2020

ADDITIONAL INFORMATION:

Addendum

endum No.02 issued to publish and distribute the following information to the vendor community as attached hereto.

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	3-16-11-15-15-15-15-15-15-15-15-15-15-15-15-	SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS 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*	*	

nufacturer	Specification	Model #	

ended Description :

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

* For Pricing and Quantities, Refer to Attachment B Pricing

SOLICITATION NUMBER: CRFP 0433 LIB2000000001 Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Appli	cab	le A	ddendum Category:
	[1	Modify bid opening date and time
	[1	Modify specifications of product or service being sought
	[4	/	Attachment of vendor questions and responses
	[1	Attachment of pre-bid sign-in sheet
	[Correction of error
	[1	Other
Descri	ptic	n o	f Modification to Solicitation:
Adde	endu	ım is	sued to publish and distribute the attached documentation to the vendor community.
1. Ve	endo	rsul	omitted Questions and Agency responses.
No	oth	er C	hanges.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFP 0433 LIB2000000001

Wv Library Commission Broadband Services Project

Vendor submitted Questions and Agency Responses February 18th, 2020 at 9:00 AM. ET.

- Q.1. Does the Commission have the equipment to establish the GRE tunnels or is it the responsibility of the provider?
 - A. The Libraries all have Cisco routers capable of establishing the GRE tunnels. Vendor intervention is not necessary, only that they allow such a connection.
- Q.2.Is content filtering part of this RFP or does the Commission have this in place?
 - A. The Library Commission currently has iPrism content filtering in place.
- 0.3. Does the Commission require symmetrical bandwidth at all locations and speeds?
 - A. The Goal is to increase existing bandwidth speeds for all public libraries currently hosted on the State Library Network. Upload bandwidth should be at least 75 % of download speed. Example: 100Mbps download, 75 Mbps upload.
- Q.4. Please give further detail on what is required to meet the multipoint bridging requirement (4.2.1.14).
 - A. Agency will remove reference to this item.
- Q.5. Does this RFP require that the vendor quote Dedicated Internet service?
 - A. If the question is referring to bundling, then yes.
- Q.6. In section 4.2.1.14 the RFP states that "the vendor should provide multipoint bridging capabilities for aggregating Ethernet digital data circuits". Can you please provide clarification on what is being requested here?
 - A. Agency will remove reference to this item.
- O.7. What is the definition of Broadband for the purpose of this RFP?
 - A. This request is for access to the public Internet cloud via static Public IP addresses.
- Q.8. Is the SLN looking for Broadband services or a solution? The RFP uses the term service and solution at different points.
 - A. The RFP is for access to the public internet, with WVNET and WVOT providing services.

- Q.9. What is the penalty for not meeting the 4.2.1 goals and requirement post installation?
 - A. Vendor is to answer this question as it relates to their company and what they intend to provide the State/Agency. This is a scorable area and vendors response may be a part of the awarded contract.
- Q.10. 4.2.1.2 Please define related applications and services?
 - A Please review Item 4.2.1.16
- Q.11. 4.2.1.4 Please clarify the SLNs definition of 2 IP addresses. Are they referring to 2 usable addresses or a /30 block (2 usable addresses) of addresses with the service provider using one to route to the SLN site?
 - A. Each library will require a minimum of two (2) usable static PUBLIC IP addresses. The method of subnet is up to the vendor. Traffic destined for WVLC network will travel via one of these addresses via GRE tunnel, to a public IP address at WVNET or WVOT. Traffic not requiring state services will likely go directly to public Internet. Static addresses are required for the libraries to have access to their electronic databases and catalog services, and to maintain the tunnel connection.
- Q.12. 4.2.1.5 Please clarify if the bidder / service provider is to be responsible to encapsulate traffic into GRE or just allow it to be routed as an Internet Protocol.
 - A. Please see Agency response to Question 1
- Q.13. 4.2.1.13 Is the SLN asking for IEEE 802.3 Ethernet based handoff at each location, or asking for an Internet service that utilizes Ethernet transport as the delivery method?
 - A. Just Ethernet at the customer equipment port. Transport method to the library is not an issue.
- Q.14. 4.2.1.14 Could the SLN clarify what they are wanting with multipoint bridging to be integrated into an Internet broadband service?
 - A. Agency will remove refence to this item
- Q.15. 4.2.1.16 Could the SLN clarify their definition of "function normally and perform properly" in respect to their application list and an Internet broadband solution. H.323 video, and VoIP and both latency sensitive applications that could be affected by issues at not just one side of a broadband service, but also by Internet interconnects and the

- opposite side of the connection. How are network monitoring, security monitoring, and content filtering passing over an Internet broadband connection?
- A. WVLC is asking for access that meets the common standards for business class service. Without specifying ping response times and specific latency, the agency is looking for a solution that will allow two-way video conferencing with minimal latency.
- Q.16. 4.2.1.20 Post award, what is the penalty for not meeting the response and support times?
 - A. Vendor is to answer this question as it relates to their company and what they intend to provide the State/Agency. This is a scorable area and vendors response may be a part of the awarded contract.
- Q.17. 4.2.1.21 Where in West Virginia is the local telephone number to be local to?
 - A. Local means vendor's standard primary business line address.
- Q.18. 4.2.1.22 What is the penalty for not meeting the 30 minute notification? Does the SLN intend for all Internet Broadband connections to be monitored by the Internet Service Provider?
 - A. No, WVLC will monitor all connections. Provider should report an outage to the agency within 30 minutes after they are aware of said outage.
- Q.19. 4.2.2.3.1 Is the SLN asking for a **turn-key** solution? Or an Internet Broadband service? If turn-key, please provide a solution overview? Will there be a separate bid for services and equipment?
 - A. The RFP is asking for broadband connection to the public Internet via static public IP addresses. No equipment will be needed beyond the Ethernet handoff from the provider.
- Q.20. 4.2.2.3.2 Please clarify troubleshooting circuit continuity end to end. Internet Broadband solutions typically provide Internet connectivity, but not end to end connectivity.
 - A. Provider must be able to provide technical support should a public Internet destination be unreachable.
- Q.21. 4.2.2.5.1 Can SLN provide the standard security policies and access requirements required?

- A. Standard security policy and access requirement is that the vendor contact the Commission before visiting a library site.
- Q.22 4.2.2.5.2 Is the SLN looking for security devices to be included with the Internet Broadband service? If not, the provider would be providing raw unfiltered Broadband Internet. Please detail what liabilities that the Internet Service Providers would be expected to assume for the SLN.
 - A. Content filtering will be provided by the Commission or by WV Office of Technology.
- Q.23. 4.2.2.6.2 In the definition of unavailable/outage, does it cover complete unavailability and outage. Is it correct to state that as long as the service provider can route packets, no outage has incurred?
 - A. From the WVLC point of view, as long as the library tunnel stays connected to the destination, there is no outage.
- Q.24. 4.2.2.6.4 Where is the latency to be measured to and from? Since this is an Internet Broadband service, it would be necessary to define the endpoints to measure latency.
 - A. Latency will be measured between the Library's Cisco router WAN port to the public IP address at WVNET or WVOT.
- Q.25. 4.2.2.6.5 Where is the packet loss to be measured to and from? Since this is an Internet Broadband service, it would be necessary to define the endpoints to measure packet loss.
 - A. Packet loss will be measured between the Library's Cisco router WAN port to the public IP address at WVNET or WVOT.
- Q.26. 4.3.2.1 How does SLN define similar projects?
 - A. Projects that provided broadband Services to multi- site businesses and governmental agencies, and other non-residential customers.
- Q.27. 6.6 Is the cost per Mbps define per offered speed or supposed to be for all speeds offered at the site? Typically, the cost per Mbps is higher at lower speeds and becomes lower at higher speeds.
 - A. Provide the best price per Mbps as indicated on the RFP Price Sheet.
- Q.28. Is delivery of this service over fiber mandatory or is any medium OK.

- A. Any medium, other than Frame Relay is acceptable.
- Q.29. Section 4.1 states "The current technology utilizes dedicated circuits backhauled to state backbones for transport and access to core systems and services." Are you requesting a dedicated internet circuit at each library or a MPLS circuit from each library to the northern or southern WVNet POP (Appendix -1 diagram)? Section 4.2.1.2 describes "internet speeds".
 - A. Current Network configuration is provided for information purposes only. Agency is requesting a dedicated broadband connection at each library.
- Q.30. Is there any requirement for synchronous bandwidth (same speed upstream and downstream) or asynchronous (speeds are not the same). Ex 1 gig downstream X 100 meg upstream).
 - A No, but most of the library traffic will be going upstream via GRE tunnel. WVLC expects upstream bandwidth to be at least 75% of download bandwidth.
- Q.31. Section 4.2.1.4 Is the Library Commission requesting a /30 or a /29 public IP address space at each library?
 - A. As stated earlier, the vendor may subnet any way they choose, as long as the library gets at least two usable public IP addresses and a default gateway.
- Q.32 Section 4.2.1.14 Please explain multipoint bridging. This seems to imply MPLS/Ethernet services at each site rather than dedicated internet.
 - A. Agency will remove reference to this item.
- Q.33 With this bid will one company be awarded the locations or multiple? If multiple how will this work?
 - A. This is a multi-award solicitation and vendors are likely to be awarded more than one site.



Purchasing Divison 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: Addendum No. 3 - extend the bid opening

Proc Type: Central Master Agreement Version Solicitation No Date Issued Solicitation Closes **CRFP** 0433 LIB2000000001 4 2020-03-23 2020-04-03 13:30:00

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

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25305

US

Vendor Name, Address and Telephone Number:

Lumos Networks, LLC 1200 Greenbrier Street Charleston, West Virginia

25311

(304) 414-0411

FOR INFORMATION CONTACT THE BUYER

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

gnature X offers subject to all terms and conditions contained in this solicitation

84-1452950

DATE 4/17/2020

Page: 1 Page 102 of 158 FORM ID: WV-PRC-CRFP-001

ADDITIONAL INFORMATION:

Addendum

Addendum No. 03 issued to publish and distribute the following information to the vendor community as attached hereto.

To extend the bid opening from 03/24/2020 to 04/03/2020. The bid opening time remains at 1:30 pm.

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		Mariet.	SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS	S S AS INDICATED BY ORDER	ě	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.

	Document Phase	Document Description	Page 3
LIB200000001	Draft	Addendum No. 3 - extend the bid opening	of 3

$\begin{array}{c} \textbf{ADDITIONAL TERMS AND CONDITIONS} \\ ^{\#} \end{array}$

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFP LIB200000001 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFP LIB2000000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other-

Additional Documentation:

1. To move the bid opening from 03/24/2020 to 04/03/2020. The bid opening time remains at 1:30 pm.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



Purchasing Divison 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: Addendum No. 4 - WV Library Commission Broadband SVC's

Proc Type: Central Master Agreement

Version Date Issued **Solicitation Closes Solicitation No** 0433 LIB2000000001 5 **CRFP** 2020-03-31 2020-04-20 13:30:00

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:

Lumos Networks, LLC 1200 Greenbrier Street Charleston, West Virginia

25311

(304) 414-0411

FOR INFORMATION CONTACT THE BUYER

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

FEIN# 84-1452950

DATE

4/17/2020

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Addendum

dendum No. 04 issued to publish and distribute the following information to the vendor community as attached hereto.

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.

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ALL STATE AGENCIE VARIOUS LOCATION	S 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				

ended Description:

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

	Document Phase	Document Description	Page 3
LIB200000001	Final	Addendum No. 4 - WV Library Commission	of 3
		Broadband SVC's	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: LIB2000000001

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.

(Check the bo	ox next to each addendur	m received)	
[X]	Addendum No. 1	[]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[x]	Addendum No. 4	[]	Addendum No. 9
ſ 1	Addendum No. 5	ſ 1	Addendum No. 10

Addendum Numbers Received:

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.

1 1	Company
1 South	
·	Authorized Signature
4/17/2020	
	Date

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

Revised 6/8/2012

Lumos Networks, LCC Appendix A: Insurance Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS FERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. 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.

	f SUBROGATION IS WAIVED, subject his certificate does not confer rights t	to the	e terms and conditions of the certificate holder in lieu of s	ne policy, certain p uch endorsement(s	olicies may s).	require an endorsemen	[. A :	statement on
_	DDUCER			CONTACT				
	Marsh USA Inc.			NAME: PHONE		FAX		
	Three James Center 1051 East Cary Street, Suite 900			(A/C, No, Ext): E-MAIL		(A/C, No):		
	Richmond, VA 23219			ADDRESS:	127.100			
						RDING COVERAGE		NAIC#
CN1	08958672-STND-GAWU-19-20			INSURER A : The Phoen	nix Insurance Cor	npany		25623
INS	JRED Lumos Networks Corp.			INSURER B : Travelers	Property Casualty	Co. Of America		25674
	d/b/a Segra			INSURER C : Travelers	Indemnity Compa	ny of America		25666
	One Lumos Plaza			INSURER D :				
	Waynesboro, VA 22980			INSURER E :				
				INSURER F:				
CO	VERAGES CER	TIFICA	ATE NUMBER:	CLE-006506560-06		REVISION NUMBER: 4		
II C E	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTAI POLICI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	FOR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	ст тс	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY		660-8J572619	10/31/2019	10/31/2020	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
		1 1				MED EXP (Any one person)	s	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
						TROBUGIO COMITO TICO	\$	
1	OTHER: AUTOMOBILE LIABILITY	_	810-7N177732	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT	\$	1.000.000
J	 \					(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
	X ANY AUTO OWNED SCHEDULED					BODILY INJURY (Per accident)		
	AUTOS ONLY AUTOS					PROPERTY DAMAGE		
	HIRED NON-OWNED AUTOS ONLY					(Per accident)	S	
							\$	
В	X UMBRELLA LIAB X OCCUR		CUP-8J636957	10/31/2019	10/31/2020	EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10,000						\$	
С	WORKERS COMPENSATION		UB-1L-464571	10/31/2019	10/31/2020	X PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under					E.L. DISEASE - POLICY LIMIT		1,000,000
	DÉSCRIPTION OF OPERATIONS below						,	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (ACC	ORD 101, Additional Remarks Schedu	le, may be attached if mor	re space is requir	ed)		
State	of West Virginia is/are included as additional insured	(except	workers' compensation) where required	by written contract.		-		
	3	•						
								l.
CEI	RTIFICATE HOLDER			CANCELLATION				
State of West Virginia Attn: Mark Atkins, Senior Buyer Purchasing Division, Bldg. 15 2019 Washington Street East Charleston, WV 25305					N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E LY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE of Marsh USA Inc.					

Manashi Mukherjee

AGENCY CUSTOMER ID: CN108958672

Loc #: Washington



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Lumos Networks Corp. d/b/a Segra One Lumos Plaza Waynesboro, VA 22980	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Crime Coverage:

Insurance Carrier: Federal Insurance Company

Policy#: 8250-6262

Effective Date: 10/31/2019 to 11/1/2020

Policy Limit: \$500,000 Retention: \$50,000

Lumos Networks, LCC Appendix B: Sample Invoice

SUB-ACCOUNT SAMPLE INVOICE



P.O. BOX 603030 CHARLOTTE, NC 28260-3030

> Future NEWCO Customer ATTN: John Jones 1500 Hampton Street

Columbia SC, 29201

Invoice Information

Invoice Date: 03/01/19
Account Number: ######
Invoice Number: 9999999
Due Date: 03/26/16
Total Amount Due: \$0.97

Amount Enclosed:

\$

Please put your account number on your check and make payable to Lumos Networks, LLC.

Lumos Networks, LLC P.O. BOX 603030 CHARLOTTE, NC 28260-3030

Please detach and return above portion with your payment

Invoice Information	
Invoice Date:	03/01/16
Account Number:	######
Invoice Number:	999999
Due Date:	03/26/16
Total Due:	\$0.97
Summary of Charges	
Previous Balance:	0.00
Total Payments Received	
Through 03/01/16:	0.00
Balance Forward:	0.00
Total Voice Services:	0.20
State Tax:	0.01
State Universal Service Charge:	0.01
State Relay Fund:	0.25
E911 Tax:	0.50
Total Current Charges:	0.97
Total Amount Due by 03/26/16	0.97

Important Messages

This is a Sample Invoice to explain how Sub-Accounting will appear. Sub-Accounting is used when a customer needs to separate charges to multiple divisions.

Some examples are:

- Retail Establishment has several stores.
 In this case, each store would be a different sub-account.
- B. A large office suite customer has different tenants in its building.

Each tenant would have a different sub-account.

C. Company needs to separate expenses by department (i.e. Accounting, HR, Sales and Outreach)

There are several sub-accounts:

Accounting

HR

Sales

Outreach



Summary of Charges Through 03/31/16

N	RC Equ	ip Bundled	Voice	Data	Internet	Usage	Fees	Taxes	Totals
		0.00	MASTER	SUM	MARY P	AGE	0.00	0.00	0.00
	ccount # 1 0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(teteetette ves 0.00 0		0.00	0.00	0.00	The Mast	er Summary p	age will	0.00
(2000594SPC to 0.00 0	Officie Master C		0.00	0.00		n page 3 of ar vs all services		0.00
	2000753SPC T 0.00 0	indented to sho		0.00	0.00		otal will match		0.00
(1 Test Enterpris 0.00 0	that fall under th	e sub-	0.00	0.00	from page case it is	e 1 of the invoi \$0.97.	ce. In this	0.00
	7.1000010 Test 0.00 0		0.00	0.00	0.00			_	0.00
		st Enterprise Accoun 00 0.00	o.00	0.00	0.00	0.00	0.00	.00	0.00
(0.00	st Enterprise Accoun 00 0.00	0.00	0.00	0.00	0.00	0.00	d oo	0.00
(00.0	0.00	0.00	0.00	0.00	0.00	0.0	0.00
(00.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
(0.00 0.	rprise Account 00 0.00	0.20	0.00	0.00	0.00	0.00	0.02	0.22
(0.00	rprise Account 00 0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.75
		st Enterprise Account	t .	00.0	0.00	0.00	0.00	0.00	0.00
/ (00 HEINIS MALA		0.00	0.00	0.00	0.00	0.00	0.00
	99584SPC Te	st E SUD-ACCOUNT 00 level).	(at the account	0.00	0.00	0.00	0.00	0.00	0.00
	2316SPC Tes 0.00 0.	t En 00		0.00	0.00	0.00	0.00	0.00	0.00
		t Enterprise Account 00 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		t Enterprise Account 00 0.00	t 0.00	0.00	0.00	0.00	0.00	0.00	5.00
Total (0.00	00.0	0.20	0.00	0.00	0.00	0.00	0.77	0.97



SUB-ACCOUNT SUMMARY PAGE -

Each Sub-Account will have a separate summary page so charges can be viewed at a glance. Directly following these pages are the standard details for each of the services rendered in a sub-account per FCC standards.

	NRC	Equip	Bundled	Voice	Data	Internet	Usage	Fees	Taxes	Totals
	Vame Cha	0.00	0.00	he sub-accoun	t name appea	ars 1st 00	0.00	0.00	0.00	0.00
EQUI	0.00	te Test Enterp	rise Accoul 0.00	0.00	0.00	0.00	0.00	0.00	.u.00	0.00
ETHR	2000594 0.00	SPC test Em 0.00		ces rendered u	nder the Sub	0.00	Por line tot	als and the	0.00	0.00
ETHR	2000753 0.00	SPC Test En 0.00	7 100001111 1	rill appear in nu en alphabetica			Sub-A	count total	0.00	0.00
G11G	11 Test E 0.00	nterprise Acc 0.00		555-555-5555		0.00	appea	column	0.00	0.00
INTO	F.100001 0.00	O Test Enterp 0.00		rices will appearance	ar in the same	0.00	0.00	000	0.00	0.00
TDM.	001322 . 0.00	SPC Test Ente 0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TDM.	001 706 . 0.00	SPC Test Ente 0.00	erprise Account 0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Account Name Test Enterprise Account

Monthly Charges - Cont	linued	
Mass Name Change Mass Name Change Grand Total		\$0.00
ETHR.2000594SPC	R	
Access Bandwidth 03/01->03/31 Bandwidth/Private Line 03/01->03/31 Total Data Services	Ethernes dwidth	0.00 0.00 \$0.00
ETHR.2000594SPC test Ent Grand To	rtal	\$0.00
. ETHR.2000753SPC Test E Data Services	interprise Account	33
Appess Bandwidth 03/01->03/31 Bandwidth/Private Line 03/01->03/31 Total Data Services	Bandwidth 20 Mops Ethernet Bandwidth	0.00
ETHR.2000753_SPC Test Enterprise A	ccount Grand Total	\$0.00
G11G11 Test Enterprise Ad	count	
Voice Services voice mail Features 03/01->03/31 Total Voice Services	BW Anywhere Repeat Calling	0 0 L \$0.00
Data Services Bandwidth/Private Line Total Data Services	foothly Bandwidth Access	0.00
G11G11 Test Enterprise Account Grand	i Total	\$0.00
. INTOFF.1000010 Test Enter	rprise Account	
Internet Bandwidth 03/01->03/31 Internet Bandwidth 03/01->03/31 Internet Bandwidth 03/01->03/31	30 Mbs Download Speed 5 Mbs Upload Speed Broadband Internet	0.00
Internet Bandwidth 03/01->03/31 Web Senices 03/01->03/31	Download Speed Group Upload Speed Group	0.00
Total Internet Services INTOFF, 1000010 Test Enterprise A	Total	\$0.00
. TDM.4001322SPC Test En		92.20
. TDM:4001322SPC Test En Data Services Access Bandwidth 03/01->03/31	DS1	0.00
Data Bandwidth 03/01->03/31 Data Bandwidth 03/01->03/31	1 Gbps Data Data	0.65
Data Bandwidth 03/01->03/31 Data Bandwidth 03/01->03/31 Total Data Services	Data Bendwidth MPLS VPLS Service Interstate	0.00 0.00 \$0.00
TDM.4001322 Test Enterprise Acc	esunt Grand Total	\$0.00
TDM,4001706SPC Test En	terprise Account	
Dato Services Access Bandwidth 03/01->03/31 Total Data Services	DS1	0.00 \$0.00
TDM:4001708SPC Test Enterprise Acc	count Grand Total	\$0.00
Mass Name Change Grand Total		\$0.00

SERVICE DETAIL PAGES

#######

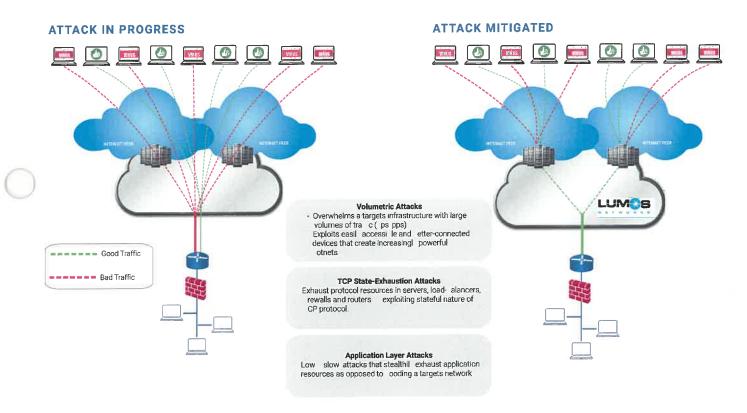
Details from the Summary page appear here. Items that are important:

- A. Service ID: Phone Number or Circuit ID. Appears here as: ETHR.2000594..SPC.
- B. Service Name: Individual Line Name. Possibilities include Mary Smith or Reception Phone #1, etc. Example: Test Enterprise Account
- C. Category Header: From the summary page, these headers categorize the type of charge. Examples here: Voice/Data Service
- D. Category Total: Total from categorized services. Example: Internet Services total
- E. Service Grand Total: Also on far right column of Summary Page. Example: TDM.4001322..SPC **Grand Total**

Lumos Networks, LCC Appendix C: Enhanced DDoS Product Offering

DDoS Edge Protect

Distributed Denial of Service (DDoS) attacks can strike at any time with potentially devastating effects to your network. At a minimum, these assaults compromise your user/customers' experience and can often shut down networks completely, resulting in lost productivity, revenue and costly bandwidth charges. With these attacks becoming a regular threat to the online business community, it pays to be prepared. Lumos Networks, LLC's DDoS Protection Service employs a multi-layered approach to DDoS defense to ensure your organization is safeguarded from both complex, stealthy DDoS attacks, and the very large attacks that can quickly saturate Internet connectivity.



DDoS ATTACKS DENIED AT INTERNET PEERING POINTS

- Network Traffic analyzed constant by Lumos Networks, LLC's SOC
- · Automated attack alert email
- · DDoS Protection for entire subnets
- · Scrubbing service available, yet not needed

SPECIFICATIONS

- Types of Attacks Addressed Volumetric, reflective and resource-exhaustion
- Availability Only available in conjunction with Lumos Networks, LLC's DIA service

DDoS Edge Protect

DDoS protection appliances are located at high-volume entry points on the Lumos Networks, LLC core network where attacks are most likely to occur, such as public transit connections. The appliances automatically inspect all traffic as soon as it arrives at an entry point, immediately discarding malicious packets while sending legitimate packets to their destination. During this process, other network services continue to operate without interruption, even latency-sensitive applications like voice and video.

FAST

The protection capability is purpose-built for speed and low latency, so attacks are detected and mitigated immediately without impacting network performance.

EFFECTIVE

The protection is comprehensive, identifying both existing and newly discovered attack types, and preventing direct attacks as well as their side effects.

RISK REDUCTION

The fast, effective protection included in the Lumos Networks, LLC DIA service significantly minimizes the risk of DDoS attacks from the public Internet.

REAL-TIME FILTERING

Inspection, detection and scrubbing occur as soon as traffic arrives at the Lumos Networks, LLC network.

AUTOMATIC PROCESSING

All filtering functions are performed automatically, without the requirement for regular human intervention and/or delay.

IN-LINE OPERATION

Traffic stays on the Lumos Networks, LLC network during filtering instead of being physically and/or logically diverted for processing, minimizing latency.

COMPREHENSIVE PROTECTION ANALYTICS

Inherent analytics detect a variety of attack types and are updated continually with the latest intelligence on DDoS threats.

CORE FUNCTIONALITY

DDoS protection is required as a standard, core function of the Lumos Networks, LLC DIA service. Taking this approach protects the entire Lumos Networks, LLC network path from DDoS attacks, and in turn, the entire Lumos Networks, LLC DIA customer base. The approach also complements any local DDoS solution a customer may implement since a local solution cannot protect the Lumos Networks, LLC network path.

SCALABILITY

The DDoS protection appliances are designed and located to easily keep pace with growth in the Lumos Networks, LLC footprint and the customer networks we serve. Any site a customer adds to the Lumos Networks, LLC network is automatically protected from DDoS attacks without configuration changes.

DDoS Edge Protect: Myth vs Fact

WE WILL NOT BECOME A TARGET. OUR BUSINESS IS TOO SMALL.

DDoS attacks do not discriminate. Any organization, big of small, is in danger or experiencing the risks associated with a DDoS attack. Any organization that hasn't taken the necessary steps to protect against these types of attacks, could be at serious risk.



DDoS attacks are only volumetric in nature.

The reality is that DDoS attacks come in all shapes and sizes. The most damaging DDoS attacks, which mix volumetric attacks with application specific attacks, make up 39% of all attacks.



OUR FIREWALL CAN PROTECT AGAINST DDoS ATTACKS.

Firewalls cannot protect against complex DDoS attacks, and instead, act as DDoS entry points. Attacks pass right through open firewall ports which are intended to allow access to legitimate

O ZMYTHS O ZABOUT... O DDOS O

WE NEED A DIFFERENT DDoS
MITIGATION TOOL FOR EACH
TYPE OF DDoS ATTACK.

0

Segra DDoS Edge Protect provides Volumetric DDoS protection. Utilizing the same hardware set, Segra is able to provide protection with its Advanced DDoS Protect, no matter the type of attack. MY WEB PROPERTIES
ARE MANAGED BY A
HOSTING PROVIDER,
I DO NOT HAVE TO
WORRY ABOUT DDOS.

The sheer volume of customers within a hosting environment increases attack surface, and innocent bystanders can easily become collateral damage when an attack occurs.

DDoS SOLUTIONS
ARE NOT WORTH
THE INVESTMENT.

A DDoS attack can cost millions of dollars in lost business, brand damage, threat exposure and customer attrition and even can lead to shutting down business for good. According to a study from the Ponemon Institute, the average downtime due to a DDoS attack is 54 minutes with an average cost of \$22,000 per minute. On average DDoS attacks are costing companies close to 1.2 million dollars per attack.

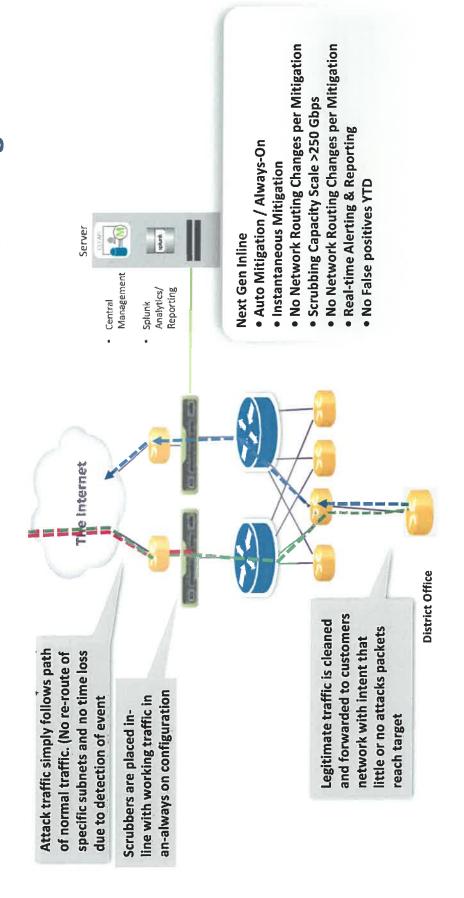
5 MY INDUSTRY IS NOT A TARGET FOR A DDoS ATTACK.

Industry does not matter.
Whether you are in the financial, retail, manufacturing or services industry, you are a target for DDoS attacks. The drivers for launching attacks are far-ranging and difficult to pinpoint in many cases - anyone can become a victim at any time.



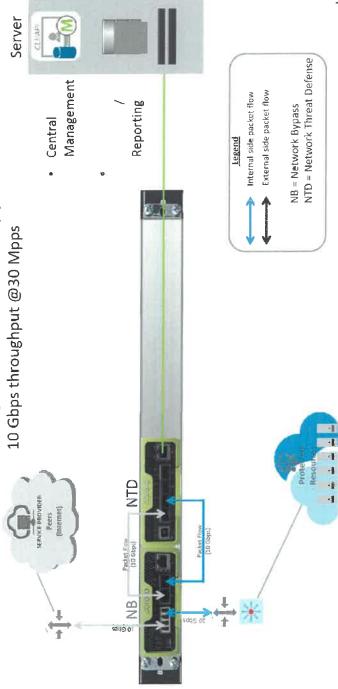


Lumos Networks, LLC's Enhanced DDoS Product Offering





Example 10G Deployment with Bypass



Lumos Networks, LCC Appendix D. Service Level Agreement (SLA)



MASTER SERVICE AGREEMENT DATA & VOICE SERVICE LEVEL AGREEMENT

General. This Data & Voice Service Level Agreement (SLA) describes target network performance and service level metrics for end user data and voice services provided by Lumos Networks, LLC or its corporate affiliates d/b/a SEGRA via Ethernet or TDM.

1. Access Circuit Network Availability.

1.1 "Network Availability" is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

Network Availability% = [(Total Minutes in the Month) – (Sum of Total Outage Minutes)] x 100 Total Minutes in the Calendar Month

The Services shall be deemed to be "unavailable" whenever an outage is recorded on a SEGRA trouble ticket classified as "major" or "critical" by SEGRA Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services, and "Total Outage Minutes" shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. "Total outage minutes" shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer's applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of Lumos Networks LLC dba Segra or (iv) lasting ten minutes or less.

1.2 The objective for Network Availability is 99.99 %. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services (i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein). Unavailability and credits will be prorated and paid in 15-minute increments.

2. Access Circuit Mean Time to Repair

- 2.1 Mean Time to Repair (MTTR) is the average time required to repair service to an operational condition if service(s) are not active or Customer is experiencing consistent service degradation. The MTTR objective is four (4) hours depending on for outages due to electronic equipment failure and fiber optic facilities failure and ten (10) hours for outages due to fiber cuts.
- 2.2 If the MTTR is not met, Customer may request a credit, to be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for each hour over the four-hour MTTR (i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) per violation. For any month in which the objective is not met, customer may receive a credit for each location
- 2.3 **Exclusion:** MTTR statistics will not include any time lost waiting on repair-related information from customer or access to customer premises.

3. Circuit Latency

3.1 "Average Latency" is the monthly average round-trip latency from a core network node to any other designated core network node on the SEGRA network, determined by measuring round-trip network responses over such portions of the network.

3.2 The objective for Average Latency is to not be greater than 8 milliseconds inside a Metropolitan Area. The objective for average latency is to not be greater than 30 milliseconds between Metropolitan markets. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, equal to 1/30 of the monthly recurring charges for the Services.

4. Circuit Jitter

- 4.1 "Average Jitter" is the monthly average variation in the time between packets arriving, as measured at designated portions of the SEGRA network, determined by measuring Jitter over such portions of the network during a calendar month.
- 4.2 The objective for Average Jitter is to not be greater than 5 milliseconds. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, up to and not exceeding the monthly recurring charges for the Services.
- 5. Force Majeure. Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of SEGRA, including instances of Force Majeure (as defined as including war, riots, embargoes, strikes, or other concerted acts of workers (whether SEGRA or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services); or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords SEGRA full and free access to Customer's equipment to perform necessary testing, troubleshooting, or related activities.

6. Chronic Outage and Missed Service Standard

- 6.1 Chronic Outage and/or Missed Service Standards is measured as three trouble tickets or missed service standards within a calendar month.
- 6.2 In the event that the objective for Chronic Outages or Missed Service Standard is exceeded then the affected site will be eligible for an additional 10% credit of the monthly recurring charge.

7. Service Credits

- 7.1 In order to receive any of the service credits described in this SLA, Customer must notify SEGRA within ninety days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit.
- 7.2 Reports are prepared and credits for documented occurrences are issued within 60 business days of receipt of Customer notice.

Lumos Networks, LCC Appendix E: Detailed Project Plan

Segra will provide a project manager to oversee the implementation of the Internet solution. The goal of our project management team is to provide a superior, seamless experience to our customers by establishing a single thin Segra for service implementation project. This methodology involves the use of recognized Project Management tools, as listed in Table 1 below, to ensure that projects are carefully planned, successfully executed, and closed out with the customer's concurrence that commitments have been met.

Table 1 - Project Management Tools

Initiating and Planning the Project	Executing, Monitoring, and Controlling the Project	Closing the Phase/Project
Project Scope and Charter	Change Request Form	Project Close Out Checklist
Project Schedule	Change Control Log	Quality Review Plan
Risk Analysis and Mitigation Plan	Issue Log	Close-Out Package
Work Breakdown Structure (WBS)	Action Item Log	
Communication Plan	Project Status Reports	
Project Team Contact List		
Contract/Vendor Management Plan		

Executing, Monitoring, and Controlling the Project

Once the order is submitted, the Segra Project Manager will ensure that expedites, escalations, and jeopardies are handled appropriately and that all critical project dates are met. The Project Manager will coordinate the activities of individual project team members across all Segra departments (as well as the customer's vendors if the customer concurs) and will ensure that all field personnel are assigned as needed based on the location and scope of the project. Throughout the project, the Segra Project Manager will be responsible for:

- Managing Change Control processes, including changes in scope and variations in the Statement of Work (SOW);
- Tracking timeline, deliverables, action items, and outcomes associated with the project;
- Managing the Risk Mitigation plan, including identifying new risks associated with schedule ad quality as they arise, and working with the customer and the project team to create action plans that address and/or mitigate potential issues; and
- Scheduling and running project status meetings and acting as the primary interface between the customer and the Segra implementation team.

The Project Manager will also meet with the customer as mutually agreed upon. The purpose of the meetings will be to provide status reports to the customer; to identify, assign, and track to closure all project issues and action items; and to reach agreement on all changes to project scope. The timing and location of these meetings will be established with the customer during the project-planning phase, and the meetings may be in person or via conference call as deemed necessary by both parties.

Closing the Project

After installation is complete and service has been activated and tested, signed customer acceptance will be obtained, scanned and saved to the appropriate customer project file. In closing the project, the Project Manager will lead the team in a Project Phase Review which will include a First Bill Review, a Quality Review, and Financial Audit will be scheduled to ensure that the contract and billing matches the original customer requirements as

adjusted based on changes recorded in the Change Control Log. Project Closeout activities will also include knowledge transfer and the release of project resources.

Project Implementation

Normal installation interval for fiber-based Internet services is approximately 120 business days from the date that Segra receives a clean order.

Segra uses the Project Management Institute PMO methodology for project implementation. The high-level implementation process includes the following steps.

Section	Description	Activity						
1	Project Mana							
	1.	Manage overall implementation process.						
	2.	Track baseline and variation timelines.						
	3.	Track Action Items.						
	4.	Track project deliverables.						
	5.	Implement Communications Plan.						
	6.	Provide consistent updates to all project team members.						
	7.	Ensure consistent compliance with completion of prerequisite tasks.						
	8.	Regularly and consistently monitor the implementation and						
		integration of the solution.						
	9.	PM will act as the primary escalation point for technical and non-						
		technical issues and will obtain the necessary resources to resolve						
		any issues.						
	10.	Designate a project manager assigned to each area of responsibility						
		to serve as the technical point of contact through the						
		implementation process.						
	11.	Define assigned points of contact and team escalation points for the						
		entirety of the solution implementation.						
2	Planning and Preparation							
2.1	Readiness Assessment							
	1.	Detailed assessment of applications to help determine the						
		bandwidth needed at each site. Specific address, telephone and						
		contact information gathered for service inquiries. Information to						
		be obtained through a combination of interviews with appropriate						
		personnel and network assessment tools.						
	2.	Review and analyze the data collected in order to determine the						
		suitability of the network elements and links to support desired						
		bandwidth. Identify areas that require improvements and provide						
		recommendations in order for the affected network to be rectified						
		to handle Internet Access.						
2,3	Operations P							
	1.	Assess current operational and maintenance processes and						
		methods of procedures.						
	2.	Develop or redefine operational and maintenance processes as						
		needed.						
	3.	Define interface and flow requirements between CMBE and Segra						
		CNOC or other organizations as appropriate.						
	4.	Identify appropriate personnel necessary to develop interface						
		agreements.						
	5.	Provide interface documentation and train all necessary personnel						
		on plan.						
	6.	Define escalation procedures.						
4.	Initial Set-Up							
	1.	Complete user profiles and billing information.						

Section	Description	Activity						
	2.	Receive, in writing, customer's decision on bandwidth needs.						
5.	Training							
	1.	Define training requirements for different platforms.						
	2.	Develop training delivery schedules.						
	3.	Identify and reserve training locations.						
	4.	Provide end user training material for use during rollout.						
6.	General Prerequisites							
	1.	Develop a customer document containing service information,						
		processes, escalation and contact information.						
	2.	Perform Operational Readiness Test.						
7	Performance	Management						
	1.	Establish performance standards.						
	2.	Identify standard report requirements.						
	3.	Define required reports.						
	4.	Collect and analyze data.						
	5.	Generate reports.						
	6.	Perform trend analysis.						
	7.	Distribute reports.						
	8.	Review Internet Conferencing utilization periodically.						
8.	Service Provisioning							
	1.	Issue order for fiber access and service (90 – 120 days calendar).						
	2.	Order is tracked. Segra Project Manager will status customer						
		throughout provisioning process.						
	3.	Project Manager will direct, assist, and manage premise equipment						
		activities associated with orders.						
	4.	Complete fiber installation and send test ticket to Segra Operations						
		for testing (2 days).						
	5.	Upon completion of final operations task, an automatic e-mail						
		notification is generated to the customer stating that the service is						
		ready. Circuit information is included in this e-mail.						
	6.	Segra Project Manager will work with the customer to schedule a						
		date for the cut to the new service.						
	7.	Segra Project Manager will e-mail an Outlook invitation to customer						
		and Segra Installations/Operations with confirmed cut date.						
9.	Project Close	out						
	1.	Develop project findings with customer.						
	2.	Produce reports of surveys and performance information as						
		necessary.						
	3.	Review project documentation with customer.						

Lumos Networks, LCC Appendix F: Environmental Requirements



Our Technology Comes with People

SITE INSTALLATION REQUIREMENTS

- ✓ Commercial power requirements are for an outlet with dedicated 20 amp service w/isolated ground, 105-125 VAC, 60 Hz. Outlet type will be L520R (Twist Lock).
- ✓ Wall and floor space for installation of the equipment. Typical equipment installation options will be either a free standing floor cabinet or a wall mounted cabinet.

General Space Requirement Guidelines:

- Cabinet = 4'w x 4d' x 6'h area free from obstructions.
- Wall Mount = 4'x 6' area with 3/4" plywood.
 - o Both options will require a 2' x 2' wall space with 3/4" plywood to be used for service distribution.
- Water lines, steam pipes, and cutoff valves within the immediate area of the equipment should be avoided.
- The immediate area around the equipment must be free of dirt and dust.
- Controlled environmental space with a temperature range of 45°F to 80°F, with relative humidity of 30%-55%.

> Access and Location Consideration:

- Building common space, equipment or existing telephone room, or area dedicated for telecommunication services.
- Entry with 24x7 unescorted access.

□ Voc	thoro is	24 hour	unescorted	200000
I YES	THEFT	74 HINH	TIMESCOMEN	

Nο	there	is r	not 2	24	hour	access.	Ple	ease	add	contact	inf	format	ion	bel	ow
 INU.	HILLIC	101	101 2	-7	HOUL	access.	1 1	-450	uuu	OULICAGE		OIIII I I I I		201	~ ***

	,		
Name			
Contact Number			

> Fiber installation requirements - Customer's responsibility:

- A minimum of one and one-quarter inch (1.25") EMT conduit or plenum rated inner-duct from the fiber demarcation point inside the building to the exterior point of entry.
- On the outside of the building (Lumos Networks' connection point) a (minimum size) of 2" mogul LB or a 2" Smart LB, or an 18" x 18" x 10" pull box will need to be installed.
- All 90 degree bends must be "long radius". A pull box (24" x 6" deep must be installed after three (3) 90 degree.

Χ	
Site	Representative
Site	Representative Title

Lumos Networks, LCC Appendix G: Escalation Contacts and Contact Information

Support

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

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

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

CUSTOMER SOLUTIONS CENTER ESCALATION LIST

	1 st Level Minor	Technical Customer Solutions Technician	833.GO.SEGRA (option 3) customercare@segra.com	
TECHNICAL/	2 nd Level Major	Andrea Redfern Technical CSC Manager	803.726.4012 andrea.redfern@segra.com	
CUSTOMER	3 rd Level Critical	Nicole Price Customer Operations Director	803.726.8302 nicole.price@segra.com	
	4 th Level Critical	F. Chad Edwards VP of Service Delivery	540.946.6916 f.chad.edwards@segra.com	
	1 st Level Minor	Billing Customer Solutions Specialist	833.GO.SEGRA (option 3) billingadmin@segra.com	
	2 nd Level Major	Teresa Bright Billing CSC Manager	540.946.6900 teresa.bright@segra.com	
BILLING	3 rd Level Critical	Nicole Price Customer Operations Director	803.726.8302 nicole.price@segra.com	
	4 th Level Critical	F. Chad Edwards VP of Service Delivery	540.946.6916 f.chad.edwards@segra.com	



Support

SERVICE DELIVERY ESCALATION LIST

1st Level Minor	Assigned Project Coordinator	1.877.377.1331 projcoord@segra.com		
2 nd Level Major	Cheryl Thibodeaux Director of Service Implementation	O: 803.995.8555 C: 803.587.0646 cheryl.thibodeaux@segra.com		
3 rd Level Critical	Tom Ferry CTO and Senior VP of Engineering	0: 540.932.8529 tom.ferry@segra.com		

CNOC ESCALATION LIST

Customer Network Operations Center Network Analyst/Team Leader	1.888.864.7226
Gay Sterman CNOC Manager	O: 540.941.6799 C: 540.241.9097 gay.sterman@segra.com
Mike Crider CNOC Sr. Manager	O: 803.704.1128 C: 803.722.018 mike.crider@segra.com
Richy Brensinger Senior Director, Network Management	O: 803.726.4430 C: 803.622.298 richy.brensinger@segra.com
Scott Wallhermfechtel VP, Operations and Engineering	O: 540.941.3773 C: 540.326.666 scott.wallhermfechtel@segra.cor
	Network Analyst/Team Leader Gay Sterman CNOC Manager Mike Crider CNOC Sr. Manager Richy Brensinger Senior Director, Network Management Scott Wallhermfechtel

Lumos Networks, LCC Appendix H: References



State of South Carolina

Petra Turner, SC State K12 E-rate Program Coordinator 30 Broad River Rd, Columbia, SC 29210 (803)896-0360

Petra.turner@admin.sc.gov

- Services:
- Provides WAN and Internet services for the K-12 Schools and Library Consortium for the State of South Carolina. Services include WAN and Internet with speeds ranging from 10 Mb to 10 GIG.
- Providing since 2003

Lewis County Schools

Jeff Tidd, Technology Director 239 Court Ave, Weston, WV 26452 (304) 269- 8300 ext.144 JTidd@K12.wv.us

- Services:
- 9 Site ELAN network
- circuit back to WVNET
- July 2015

University of Richmond

Greg Miller, Director of Enterprise Identity and Access 28 Westhampton Way, Richmond, 23272 (804) 289-8546 gmiller@richmond.edu

- Services:
- 5G DIA
- 5/23/2018

James Madison University

Dick Johnson, IT Director 800 S. Main Street, Harrisonburg, VA 22801 (540) 568-8082 johnsonrv@jmu.edu

- Services:
- 2- 5G DIAs 12/8/2016
- 3- WANs 3/3/2010
- 1 WAN on 8/10/2018

Norfolk State University

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

- Services:
 - 6G DIA
 - 7/30/2019

Williamsburg Regional Library

Mark Lutner Information Technology Director 7770 Croaker Rd, Williamsburg VA 23188 Phone: (757) 259-7739 mlutner@wrl.org

- Services:
- 500 meg DIA
- 2016

Mercer County Public Schools

Brent Murphy
Technology Director
1403 Honaker Ave, Princeton, WV 24740
304-487-1551 ext 1254
Brent.murphy@k12wv.us

- Services:
- 32 Site MPLS Network
- Segra Fiber Provided 5G Access to WVNET Building 6 Charleston
- Segra Fiber Provided 5G at MCBOE Central Office Princeton, WV
- 27 Segra Fiber Provided 1G Locations (Schools and Support Facilities)
- 3 Cable Broadband/SD-WAN Provided Schools where fiber facilities are unavailable.
- March 2019

Lumos Networks, LCC Appendix I: FCC Forms

Approved by OMB OMB Control No. 3060 - 0856

FCC Form 473

Do not write in this space.

Approval by OMB OMB Control No, 3060 – 0856 Estimated time per response: 1.0 hours

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

Lumos Networks LLC

2. Service Provider Identification Number (SPIN) 143024848 3. Funding Year:

July 1, <u>2019</u> through June 30, <u>2020</u>

4. Contact Name

Jen Marshall

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

One Lumos Plaza

Waynesboro VA 22980

City State Zip Code

6. Telephone Number with Area Code 540-946-6805

7. Fax Number with Area Code 540-946-2020

8. Email Address

jen.marshall@segra.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 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 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 vice 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.

Page 1 of 3

FCC Form 473

July 2016

		OMB Control No. 3060 - 0856
rvice Provider Name <u>Lumos Networ</u>	ks LLC	
N 143024848		
Contact NameJen Marshall		
Contact Telephone Number540-94	46-6805	
Block 2: Certification (Continued)		
14. I certify that this Service Provider makes available Applicants in identifying the portions of their bills that	e to customers, up represent the cos	oon their request, separate prices for distinct services to assist Billed Entity ts of services provided to eligible entities for eligible purposes.
15. I certify that no non-discount portion of the costs acknowledge that the provision by any service provid or product constitutes a rebate of the non-discount po	ler of a supported :	s will be waived, paid, or promised to be paid by this Service Provider. I service, or of free services or products unrelated to the supported service orted services as stated in 47 C.F.R. § 54.523.
16. I certify that no kickbacks, as defined in 41 U.S.C libraries universal support program.	. § 8701, were pai	id by this Service Provider to anyone in connection with the schools and
directly or indirectly offered or provided any gifts, grat	tuities, favors, ente	ssion's rule and orders regarding gifts and this Service Provider has not ertainment, loans, or any other thing of value to any eligible schools, t as permitted by the Commission's rule at 47 C.F.R. § 54.503(d).
requested available to the Fund Administrator as requested (or whatever retention period is required by the funding year or the service delivery deadline for the fiveryice Provider Invoice Form (FCC Form 474) that i issued by this Service Provider to the Billed Entity for and (3) all documents necessary to demonstrate com-	uired by 47 C.F.R. rules in effect at the unding requests, (is submitted by this reimbursement purpliance with the state).	onal supporting information, this Service Provider will make all documents § 54.516(b). I certify that this Service Provider will retain for at least 10 the time of this certification), after the latter of the last day of the applicable 1) any and all records that I rely upon to complete this form and each is Service Provider during the present funding year, (2) any and all records ursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472), tatutory or regulatory requirements for the schools and libraries universal towledge that this Service Provider may be audited pursuant to 47 C.F.R. § required by 47 C.F.R. § 54.516(b)
we been arrived at independently without, for the p	jurpose of restricting	pursuant to the schools and libraries universal service support programing competition, any consultation, communication, or agreement with any o submit an offer, or (iii) the methods or factors used to calculate the prices
20. I certify that the prices in any offer that this Servic will not be knowingly disclosed by this Service Provid a sealed bid solicitation) or contract award (in the cas	ler, directly or indire	pursuant to the schools and libraries universal service support program rectly, to any other offeror or competitor before bid opening (in the case of solicitation) unless otherwise required by law.
 I certify that no attempt will be made by this Servi of restricting competition. 	ce Provider to indu	uce any other concern to submit or not to submit an offer for the purpose
22. I certify that this Service Provider is not suspende	d or debarred fron	n participating in Federal programs.
universal service support program, and acknowledge result in the denial of discount funding and/or cancelli	s that failure to be ation of funding co	compliance with the rules and orders governing the schools and libraries in compliance and remain in compliance with those rules and orders may immitments. I acknowledge that failure to comply with the rules and orders could result in civil or criminal prosecution by law enforcement authorities.
24. Signature of authorized person Signed electronically by Jennifer Marshall		25. Date 7/3/2019

26. Printed name of authorized person Jennifer Marshall FCC Form 473 July 2016 Page 2 of 3

~~	Title	or	position	of	authorized	person
	requ	late	ory mana	lge	er	

28. Address of authorized person

One Lumos Plaza, Waynesboro VA 22980

29. Telephone number of authorized person 540-946-6805

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-PERM, 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.

Fage 3 of 3 FCC Form 473 July 2016

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FCC site

FCC Form 499 Filer Database Detailed Information

FCC > CGB Home > FCC Form 499 Filer Database > FCC Form 499 Filer Database Detailed Information

FCC Form 499 Filer Database

DETAILED INFORMATION

Form 499 Filer 821222 RSS Feed

821222 Apr 1 2020 12:00AM FiberNet, LLC 499 Filer ID Number: Registration Current as of: Legal Name of Reporting Entity: Legal Name of Repurcing Enterly
Doing Business As:
Principal Communications Type:
Universal Service Fund Contributor: Yes
(Contact USAC at 888-641-8722 if this is not correct.)
LUMOS NETWORKS CORP

Holding Company: Registration Number (CORESID): Management Company: 0003771011

1200 Greenbrier St Headquarters Address: State:

25311 1200 Greenbrier St ZIP Code Customer Inquiries Address: City: State: Charleston

ZIP Code: Customer Inquiries Telephone: 25311 800-320-6144 Ext: Other Trade Names:

Agent for Strvice of Frod Local/Alternate Agent for Service of Process:

Telephone: Extension: Fax: E-mail: Business Address of Agent for Mail or Hand Service of Documents: City: ZIP Code:

D.C. Agent for Service of Process:

Washington DC Registered Agent LLC

Telephone: 202-403-0599 Extension: 323-544-4790 Fax:

E-Mail: agent@washingtondcregisteredagent.com

Business Address of D.C. Agent for Mail or Hand Service of Documents: 1717 N Street NW

City: Washington State: ZIP Code: 20036

FCC Registration Information:

Chief Executive Officer: Timothy Biltz One Lumos Plaza Business Address: City: State: Waynesboro 22989 ZIP Code:

Greg Guerra 1500 Hampton Street Columbia Chairman or Other Senior Officer: Business Address: City:

State: ZIP Code: 29201

Mary McDermott One Lumos Plaza President or Other Senior Officer: Business Address: City: State: Waynesboro ZIP Code: 22901

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Kentucky Maryland North Carolina Ohio Pennsylvania Virginia West Virginia

Use browser "Back" button to return to results page. Page 143 of 158

3/26/2020

FCC Form 499 Filer Database Detailed Information

Return to Search Form

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

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

FCC Home Search RSS Updates E-Filing Initiatives Consumers Find People

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 Privacy Policy
 Website Policies & Notices
 Required Browser Plug-ins
 Freedom of Information Act

Close Window

Registration Detail

registration permi	
FRN:	0003771011
Registration Date:	09/13/2000 03:13:52 PM
Last Updated:	09/20/2018 11:38:00 AM
Business Name:	Lumos Networks LLC
Business Type:	Private Sector , Limited Liability Corporation
Contact Organization:	Lumos
Contact Position:	Regulatory Manager
Contact Name:	Ms Jen Marshall
Contact Address:	One Lumos Plaza Waynesboro, VA 22980 United States
Contact Email:	MarshallJ@LumosNet.com
ContactPhone:	(540) 946-6805
ContactFax:	(540) 946-2020

	ttp://usac.org/about/tools/e-file.aspx/	
FCC Form 498		OMB 3060-0824
Service Provider And Billed Entity Identi		act Information
Estimated Average	Form Burden Hours Per Response: .75 hour	
_		eupport programs. For greater
FCC Form 498 is used to collect contact and remittance information for service provider flexibility, this form allows service providers to use the same general contact information and remittance information. Please report any changes to this information on a revisec	for all their contacts and the same remittance data collected for each of the	four programs or multiple contact
making false statements on this form can be punished by fine or forfeiture, under the Co	ommunications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment unite, 18 U.S.C. Sec. 1001.	nder Title 18 of the United States
	e, 18 0.3.C. Sec. 1001. sac.org/sp/tools/forms.aspx, before beginning this application.	
	ovider Type	
Please check one box below	S	ee Instruction Section III.A
✓ Service Provider	School/Library or other Billed Entity	
Sub	mission Type	
Please check one box below		ee 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	
		ee Instruction Section III.A
Service Provider and Billed Entity Identification Number (FCC For (To be inserted by USAC for first time applications. Required for sub-		
[0]0]4]0]0]		
499 Filer ID \[\begin{array}{c c c c c c c c c c c c c c c c c c c		
(Acquired if your company to required to the site (oo		
Block 1: Organization Information [All Fields REQ		
1 Lumos Networks LLC	S	ee Instruction Section III.B
Company or Billed Entity Name		
2 DBA Segra; FKA FiberNet, LLC		
Name Entity or Company is Doing Business As (DBA) or Formerly Right	own s (FKA)	
3 LUMOS NETWORKS CORP	4800697274	
Holding Company Name (For Service Providers)	Federal EIN, or TAX ID Number of Holding	g Company
5 Check this Box if the Company is part of or maintains uffiliate any	parties and complete page 2.	
6 One Lumos Plaza		
Street Address		
7		
Address Line 2	2980	
g via necesia	p Code + 4	
Block 2: General Contact Information [All Fields F		
	S	ee Instruction Section III.C
11 First: Jen Middle Initial: Last: I General Contact (Company Preparer Name)	Marshall 12 Regulatory Title	
13 (540) 946-6805	THO	
Phone Number Ext.		
One Lumos Plaza		
Street Address 15		
Address Line 2	2980	
10	p Code + 4	
19 marshallj@lumosnet.com		
E-mail Address		
Block 3: Federal EIN, DUNS and FCC Registration		
20 4 1 4 5 2 9 5 0		ee Instruction Section III.D
20 8 4 1 4 5 2 9 5 0 Enter Federal Employer Identification Number	21 Corporation Partnership (Check applicable corporate structure.)	
(Federal EIN or Tax ID Number)		
22 1 9 6 8 8 6 5 9 2	23 0 0 0 3 7 7 1 0 1 1	
Enter Dunn and Bradstreet Number (DUNS)	FCC Registration Number (CORES ID)	

This is a Supplemental Page for 6	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.

Affiliate FCC Form 498 ID Number	Affiliate Company Name
	101
	X
(Attach additional copies of this page if neces	ssary)

This page is for High Cost Program participants only.	
For more information about the High Cost Program, please refer to: http://www.usa	ac.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 how if this information is the same as the General Contact information (Block 2) and complete lines 29-31	
Check this box if this information is the same as the General Contact information (Block 2) and complete lines 29-31. 24 Lumos Networks LLC Remittance Company Name, if different from Company Name 25 First: Amy Middle Initial: E Last: Gruber 26 Manager	_
Remittance Contact Name - Statements will be sent to Remittance Contact's attention Title 27 (540	
Remittance Financial Institution for ACH or locked box transfer of funds (required) 30 ACH Financial Institution Account Number for ACH (required) ACH Financial Institution Transit Number - must be nine digit	ts (required)
Block 6: Organization Contact for High Cost Support	
Check this box if this information is the same as the General Santact Information (Block 2) and continue on to Block 7.	See Instruction Section III.G
32 First: Amy Middle Initial: E st: Suber 33 Manager Contact Name for High Cost Program (Must be a company employee or designated representative) 34 One Lumos Plaza	
Contact Address or PO Box for High Cost Program 35 Address Line 2 36 Waynesboro 37 VA 38 22980	
City State Zip Code + 4 39 (540) 946-3510 40 amy.gruber@segra.com 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	g/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 Lumos Networks LLC	
Remittance Company Name, if different from Company Name	:
42 First: Jen Middle Initial: Last: Marshall 43 Regulator	
42 Filst. Window Immai. Remittance Contact Name - Statements will be sent to Remittance Contact's attention	-
• (/\strace)	
44 (540) 946-6805 45 marshallj@ſumosnet.com	
Phone Number Ext E-mail Address for receipt of remittance advice	
Remittance Financial Institution for ACH or locked box transfer of funds (required)	-
47 Financial Institution Account Number for ACH (required) 48 ACH Financial Institution to sit Number - must be nine digits (required)	required)
Block 8: Organization Contact for Lifeline Support	
Check this box if this information is the same as the General Control information (Block 2) and continue on to Block 9.	See Instruction Section III.I
49 First: Jen Middle Initial: Last. Marsishi 50 Regulatory	_
Contact address for Lifeline Program Title	
(Must be a organization employee or designated representation) 51 One Lumos Plaza	
51 One Lumos Plaza Contact Address for Lifeline Program	- 0
Address Line 2	
ν/Δ 22080	
53 Waynesbord 54 V7 55 22300 City State Zip Code + 4	=:
56 (540) 946-6805 57 marshallj@lumosnet.com	
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 Li	feline Study Area/FCC Form	498 ID Associati	on	
This information will be used to asso	ciate the Study Area Codes (SAC) to this		See Instruction Section I	I.J
High Cost and Lifeline Support. Check this box if there is a	no change to the SAC data on file.		if you are changing your organization's ntly on file with USAC.	
Study Area Code (SAC)	SAC Company Name	Study Are		
179008		Incumbent	Competitive	
189004		Incumbent	Competitive	
209002		Incumbent	Competitive	
		Incumbent	Competitive	
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		les umbas	Competitive	
		Cumbent	Competitive	
	(Incumbent	Competitive	
	CI	Incumbent	Competitive	
		Incumbent	Competitive	
(Attach additional copies of this pa	age 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.us	sac.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. Lumos Networks dba Segra Remittance Company Name, if different from Company Name			
59 First: Holly Middle Initial: E Last: Young 60 Acctg			
Remittance Contact Name - Statements will be sent to Remittance Contact's attention 61 (540) 946-7223			
Phone Number Ext E-mail Address for receipt of remittance advice 63 Remittance Financial Institution for ACH or locked box transfer of funds (required)			
Financial Institution Account Number for ACH (required) ACH Financial Institution Legal Number - must be nine digite	s (required)		
Block 11: Organization Contact for Rural Health Care Support	One trade attended to the total		
Check this box if this information is the same as the General Schlass of his maken (Block 2) and continue on to Block 12.	See Instruction Section III.L		
66 First: Holly Middle Initial: E oung 67 Acctg			
Contact Name for Rural Health Care Program (Must be a company employee or designated representative) 68 One Lumos Plaza Contact Address for Rural Health Care Program	_		
Address Line 2			
70 Waynesboro 71 VA 72 22980			
City State Zip Code + 4			
Phone Number Ext 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://ww	ww.usac.org/sl/
Block 12: Schools and Libraries Support Financial Institution and Remittance Information [ALL Fields REQUIRED]	
Check this box 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. Lumos Networks dba Segra Remittance Company Name, if different from Company or Billed Entity Name	_
76 First: Holly Middle Initial: E Last: Young 77 Acctg Remittance Contact Name - Statements will be sent to Remittance Contact's attention Title	
78 (540) 946-7223 79 holly.young@segra.com Phone Number Ext E-mail Address for receipt of remittance advice 80 Remittance Financial Institution for ACH or locked box transfer of funds (required)	_
81 82 ACH Financial Institution Account Number for ACH (required) ACH Financial Institution I ransit Number - must be nin	ne digits (required)
Place 42. Owner institut Contact for Cohools and Librarian Contact for Cohools and Librarian	
Block 13: Organization Contact for Schools and Libraries Support Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 14. 83 First: Holly Middle Initial: E	See Instruction Section III.N
Contact Name for Schools and Libraries Program (Must be a company, or entity employee or designated representative) 85 One Lumos Plaza	_
Contact Address for Schools and Libraries Program 86 Address Line 2 87 Waynesboro 88 VA 89 22980	_
City State Zip Code + 4 90 (540) 946-7223 91 holly.young@segra.com	
Phone Number 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. 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 Fig. 4D 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 be issued a FCC Form 498 ID. http://www.usac.org/cont/tools/forms/default.aspx and select FCC Form 499. You do not need an FCC Form 499 File Yes, I want my Lifeline Program disbursement payments to be offset against my Federal The efault is "No." universal service contribution obligations. This box must be checked in order to receive offses 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 must have an FCC Form 499 Filer ID number in other to offset its Rural Health Care Program payments against its Federal universal telecommunications company must have an FCC Form 499 Filer ID number in other to offset its Rural Health Care Program payments against its Federal universal regarding Rural Health Care payments, a local regarding Rural Health Care Program payments against its Federal universal telecommunications company must have an FCC Form 499 Filer ID number in other 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, with 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 198 ID. Yes, I want my Rural Health Care Program dishurss tient payments to be offset against my Federal universal service contribution obligations. This box much 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 54.648 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 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 [R	See Instruction Section III.U		
Select up to 5 boxes that best describe the reporting entity. Enter numbe Audio Bridging Provider Coaxial Cable Non-Interconnected VoIP Private Service Provider Toll Reseller Incumbent LEC Operator Service Provider Satellite Service Provider Wireless Data 1 CAP/CLEC	Interconnected VoIP Paging and Messaging SMR (Dispatch) Shared-Tenant Service Provider Cellular/PCS/SMR Interexchange Carrier Payphone Service Provider Local Reseller Internet Service Provider Non-Traditional Provider (NTP) School/Library or other Billed Entity Recipient		
Data /	Act Business Types		
Select up to 3 boxes that best describe the reporting entity. Enter number 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 Edit Indian/Native American Tribal Government(Federal Indian/Native American Tribal Designate Organization Public/Indian Housing Authority Nonprofit with 501C3 IRS Status (General and Private Institution of Higher Education Individual For-profit Organization (Other than) Small Business Small Business Hispanic-serving Institution Historically Black College or University (TCCU) Alaska Native and Native Hawaiian Serving Institution Other	See Instruction Section III.V rs starting with "1" to show the orests of importance see instructions. tion in Recognized) than sederally-Recognized) etion stitution of Higher Education Institution of Higher Education (Institution of Higher Education)		

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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 bo	Check this box if this information is the same as the General Contact information (B		
Signature of the Officer	r		Date		
First:	Middle Initial:	Last:	Title		
Printed Name					
E-mail Address of Compa	any Officer			4.	
				—	

and obligations, the Commission has adopted this collection of information. Pursuant to the Commission rules, 47 C.F.n., \$55,001, \$100,000 (Fig. 1), \$100,000 (Fig. 1

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

The Commission is authorized under the Communications Act of 1934, as amended, a collecting 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 vioration 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 or 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 Jugitie, a cook by 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 to or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

f you owe a past due debt to the Federal government, the information you covide 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 refused or other paymen to collect that debt. The Commission may also provide the information to these agencies through the matching of omputer records where authorized.

the form, the commission may delay processing of your application, or may return your application without action If you do not provide the information we requested

This Notice is required by the Paperwork Reductions 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 real material complete and review the form for response f 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.

Access the USAC E-File System here: http://usac.org/about/tools/e-file.aspx/ To submit this form:

USAC Customer Operations, Forms Processing For support:

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 488 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)



Red Light Display System (RLDS)

Red Light Display System

FCC | Fees | Red Light Display System

< FCC Site Map

Back | Print | Help

Logged in as Username: marshallj@lumosnet.com [Log Out]

Associated FRNs

Only FRNs with a $\underline{\text{Manage Financial Info Permission}}$ associated with your Username are displayed.

FRN	FRN Name	Status	Action
0002073138	Lumos Telephone Inc.	GREEN	View Details
0003742442	Lumos Networks Inc.	GREEN	View Details
0003771011	Lumos Networks LLC	GREEN	View Details
0003771045	FiberNet Telecommunications of Pennsylvania, LLC	GREEN	View Details
0003775244	Lumos Telephone of Botetourt Inc.	GREEN	View Details
0003784147	FiberNet of Ohio, LLC	GREEN	View Details
0004342762	Lumos Networks of West Virginia Inc.	GREEN	View Details
0014710487	Choice One Communications of Virginia Inc.	GREEN	View Details
0014818298	Lumos Media Inc.	GREEN	View Details
0020975116	Lumos Networks Operating Company	GREEN	View Details
0020975710	Lumos Networks Corp.	GREEN	View Details

Customer Service

Red Light Help FCC Debt Collection FCC Fees Web Policies / Privacy Policy

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.

Dedicated Internet Access

High-speed connectivity to the Internet is a must-have for your IT systems and your presence with customers. Don't slow your business down with Internet access that's shared across many users and likely to be congested, unpredictable and not secure. Segra DIA provides a dedicated, secure, reliable connection to the Internet that has guaranteed bandwidth to help ensure that your business is always online, at the speed you need.

Your site is connected to the Segra Internet POP by a local access loop. The bandwidth on the loop is dedicated, not shared across many users, which preserves your Internet connection speed since there is no competition for the bandwidth.

INCREASE PRODUCTIVITY

Increase productivity by providing the reliable, high-performance Internet access employees and systems need to operate every day.

SCALABILITY

Offers scalability by supporting a range of access speeds, so you can grow your Internet bandwidth as your online business needs increase.

FEATURES

- Dedicated Access Your bandwidth connection to the Internet is not shared, giving you reliably fast access to the web.
- Synchronous Upload and Download Speeds With Segra DIA, Internet upload and download speeds
 are the same, enabling the consistent access performance needed for online transactions to complete
 quickly.
- Bandwidth Scalability DIA bandwidth can be increased to up to 5G speeds, so there is plenty of room to increase bandwidth as your Internet access needs grow.
- Multi-Service Support The DIA connection can support other network services, providing a single network for your telecommunication needs. If the connection includes Segra IP Voice services, QoS prioritizes bandwidth for the voice traffic. In addition, interoffice traffic can be separated from Internet traffic for security purposes.
- Multi-Site Support DIA can connect multiple sites to bring current and future locations online.
- Carrier-Class Service Level Agreement (SLA)

SPECIFICATIONS

- Speeds -- 3 Mbps to 8 Gbps
- Ports 10/100 Mbps, 1 Gbps, 10 Gbps
- Access Type 1/on-net or Type 2/off-net access
- Availability Across the entire Segra network

