



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU3727

This contract entered into this 1st day of March 2010, by Ntelos, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University (JMU) called the "Purchasing Agency".

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** From March 1, 2010 through February 28, 2011 with an option to renew for 14 additional one-year periods.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals M443, Internet Bandwidth Services, dated October 20, 2009:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) Addendum #1 dated November 9, 2009  
Addendum #2 dated November 16, 2009
- (3) The Contractor's Proposal dated December 1, 2009, and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
  - (a) Email from Ntelos, Mike Joseph to JMU, Iris Moubray dated 2/19/10 with attachment, JMURFP Addendum 020210 (2.) doc, 7 pages.
  - (b) Email from JMU, Iris Moubray to Ntelos, Mike Joseph, dated 2/24/10 with attachment Ntelos Contract Form addendum 112009.doc, 3 pages.
  - (c) Email from Ntelos, Mike Joseph to JMU, Iris Moubray dated 2/24/10 with attachment 20100224112756353.pdf, 3 pages.

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

CONTRACTOR:

By: D. Michael Joseph  
(Signature)

D. Michael Joseph  
(Printed Name)

Title: Director of Sales, NTELOS \_\_\_\_\_

PURCHASING AGENCY:

By: Iris Moubray  
(Signature)

Iris Moubray  
(Printed Name)

Title: Buyer Senior

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

Original



# Request for Proposal

## **RFP M-443**

<b>INTERNET BANDWIDTH SERVICES</b>
------------------------------------

# REQUEST FOR PROPOSAL

RFP # M-443

Issue Date: October 20, 2009

Title: Internet Bandwidth Services

Issuing Agency:

Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
1031 South Main Street, Room 292  
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

**Sealed Proposals Will Be Received Until 3:00 p.m. on November 18, 2009 For Furnishing The Services Described Herein.**

*IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, OR EXPRESS MAILED – DELIVER TO: 1031 SOUTH MAIN STREET, ROOM 292, HARRISONBURG, VA 22807.*

All Inquiries For Information and Clarification Should Be Directed To: Iris M. Moubray, C.P.M., VCO, Buyer Senior Procurement Services, 540/568-3132 (Fax) 540/568-7935, email: [moubraim@jmu.edu](mailto:moubraim@jmu.edu), not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED**

In compliance with this Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

NTELOS, INC

401 Spring Lane Suite 300

Waynesboro, VA 22980

FEI/FIN No.54-1443350

Date: 12/1/09

Web Address: [www.ntelos.com](http://www.ntelos.com)

By: 

(Signature in Ink)

Name: David J. Keller

Title: Senior Vice President

Phone: 540-946-1860

Fax: 540-941-0060

Email: [kellerd@ntelos.com](mailto:kellerd@ntelos.com)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY **IF MINORITY:** ☐ AA; ☐ HA; ☐ AsA; ☐ NW

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

# NTELOS RESPONSE FOR PROPOSAL

RFP M-443

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## Section IV: STATEMENT OF NEEDS

Internet Bandwidth continues to grow at a rate of 50 to 60% each year matching the trends across the country. Due to this growth JMU desires to partner with a vendor for a scalable solution that provides the University a 1GB transport to the MATP location in the Equinix POP in Ashburn, commodity Internet and 99.9% availability. JMU will start with 500MB of commodity Internet Bandwidth with a contingency solution that enables 99.9% availability.

### A. Internet Bandwidth Service

JMU has determined the following should provide the required service that would scale into the foreseeable future. Provide all information requested below.

1. Describe how (2) 1 GB transports can be provided with the ability to scale to 10 GB in the future.

NTELOS currently has fiber built into all JMU locations outlined in this RFP. The only JMU location that does not have an NTELOS MetroE device deployed is the Wilson Hall location. The NTELOS MetroE device (Cisco 3750ME) is capable of 24 10/100/1000 copper and 2 GE fiber ports. This can be further scaled to 10GB as required by replacing the currently deployed MetroE hardware with more robust MetroE solution.

NTELOS maintains dual entrance fiber routes into Equinix Ashburn, Virginia. To add further redundancy for its Internet product, NTELOS is also physically collocated in the Equinix Chicago, Illinois location.

Since fiber has already been built into the Wilson Hall location, NTELOS will deploy its MetroE device. Internet GE connections will be established at Wilson Hall and HHS locations. An additional GE connection for MATP Equinix Ashburn, Virginia will be established at a location of JMU's choice. Network redundancy for both connection types is provided by NTELOS's dual entrance fiber routes into Equinix Ashburn, Virginia.

See Attachment A: NTELOS Ethernet Network – 2009 and Attachment B: JMU Proposal.

2. Describe how commodity Internet bandwidth is provided in the amounts described above.

NTELOS maintains two diverse Internet peering points. One Internet peering point is in the Equinix Chicago facility and another in the Equinix Ashburn facility. NTELOS has three Internet transit providers along with robust peering with other ISPs on the Equinix public peering fabrics. The three transit providers

are Global Crossing AS3549, Level3 AS3356 and TiNet AS3257. All transit providers are mirrored in both locations for complete redundancy and capacity. All three transit providers are connected to NTELOS with GE networks at both locations. Based on transit growth requirements, these links will be upgraded to 10Gb in 2010. Currently, NTELOS receives about 43% of its bandwidth requirements from public peering. At present the public peering fabrics are running at 10% and 20% link utilization at peak. See Attachment A: NTELOS Ethernet Network – 2009.

3. Describe how bandwidth is provisioned and de-provisioned upon JMU request. Include timeframes to deliver these requests.

The Customer will make a request to their Account Executive for services to a specific address. The assigned Sales Engineer will complete an internal Service Order Request. The Sales Engineer will provide the confirmed date and other associated information back to the customer, and coordinate the turn-up with the Customer and the Network Operations Center. If new communications facilities must be built, this process can take up to 120 days. If the request is an upgrade to an existing service, the changes can be completed within 2 business days.

4. Describe how BGP (Border Gateway Protocol) announcements will be implemented.

NTELOS will peer directly with JMU via BGP. In this scenario JMU will originate their IP advertisements and NTELOS will pass these advertisements to our upstream transit providers and public peers. In the event JMU does not have an AS, NTELOS will originate the IP advertisements from AS7795 on behalf of JMU. NTELOS provides a number of BGP communities that can be sent to manipulate traffic. These include BGP communities that can set the local preference on the NTELOS network along with prepended advertisements to specific NTELOS upstream providers.

5. Provide information regarding company's 24 by 7 Network Operations Center and maintenance windows.

NTELOS operates a multi-tiered cross-functional Network Control Center 24x7. Key Functions and Responsibilities include but are not limited to:

- Documenting Customer Trouble Tickets (direct dial, no prompts)
- Coordination of Customer Trouble Tickets
- Dispatch of field Service Technicians
- Real-time network monitoring to include customer facing interfaces
- Coordination of Network Trouble Tickets and Events
- Coordination and Management of Maintenance activities
- Monitor access to NTELOS Network Locations

- Provisioning and Turn up of Advanced Services
- Implement software and routing updates within the network

NTELOS reserves the hours between midnight and 6:00 AM as the standard Maintenance Window. Any activities with an assessed risk of causing or potentially causing an interruption to services are scheduled within this prescribed window. Emergency Maintenance activities may be performed outside of the normal Maintenance Window. An Emergency Maintenance activity is defined as a required maintenance that will correct or prevent an imminent service outage condition. Maintenance service notifications are provided. For details see Attachment C: NTELOS Service Level Agreement.

6. Describe how IPV6 requirements are met.

NTELOS has been assigned IPv6 space from ARIN and IPv6 addressing for public peering from Equinix. NTELOS will deploy dual stack IPv6 through the core and transit edge network in 2010. If a customer has an immediate requirement for IPv6, NTELOS will accelerate the IPv6 deployment. If a customer requires connection to an IPv6 network in the Equinix facilities, NTELOS can currently provide a L2 connection for immediate connectivity. At this point, we have not had demand from any customers wishing to implement IPv6. Once JMU's movement to IPv6 is communicated, NTELOS engineers can work with the appropriate people at JMU to set up a schedule for IPv6 implementation.

7. Describe installation procedure, time to delivery and any guarantees.

NTELOS Account Executive and Sales Engineer will design and order services to fit the solution. NTELOS Outside Plant Engineers, technicians, and/or sub-contractors will install necessary equipment, fiber or lease copper based facilities. New fiber based services are estimated on a 90 day timeframe. Copper based facilities are based on a 45 day timeframe. Upgrades to fiber based facilities may take up to five business days. Upgrades to copper based facilities may take up to 45 business days. Due to the fact that NTELOS has fiber at these locations, we guarantee to a 30-60 day delivery of services once we receive a signed contract.

8. Describe Service Level Agreement.

The NTELOS Service Level Agreement include Mean-Time-Repair, uptime guarantees, package and latency specifications, outage notification maintenance processes and maintenance procedures. See Attachment C: NTELOS Service Level Agreement.

9. Describe network availability and notification guarantee.

NTELOS maintains a Service Level Agreement guarantee of 99.99% for network availability. For notification guarantee reference Attachment C: NTELOS Service Level Agreement.

10. Describe network latency guarantees.

In the Virginia and West Virginia networks, NTELOS guarantees an average POP-to-POP latency of 10ms or less. For latency guarantee reference Attachment C: NTELOS Service Level Agreement.

11. Describe Packet Delivery guarantee.

NTELOS maintains a Service Level Agreement guarantee of 99.99% that all packets will be delivered. For notification packet delivery guarantee reference Attachment C: NTELOS Service Level Agreement.

## **B. Technical**

Provide Backbone infrastructure map including the following:

- a. Indicate trunk capacities and infrastructure topologies.

NTELOS carefully monitors network capacity and adjusts when required. All networks are built as ring topologies to provide redundancy and reduce the impact of planned maintenance or network related troubles. See Attachment A: NTELOS Ethernet Network – 2009.

- b. Circuit sizes

NTELOS is in the process of replacing all networks with 10G. All major network links have already been upgraded to 10G. The remaining GE network links will be upgraded in 2010. See Attachment D: NTELOS Ethernet Network – 2010.

- c. Peering information including any policies.

NTELOS maintains an open peering policy on the Equinix Public Peering Fabric. NTELOS will peer with anyone on the fabric who is not a customer. NTELOS currently peers with over 80 companies including some of the largest content providers including but not limited to: Akamai, Limelight, Google, Yahoo, Microsoft, Facebook, Myspace, Highwinds, Giganews and Pandora Media. By peering directly with these networks, NTELOS can provide more efficient utilization of bandwidth and lower latency to these networks.



- d. Diagrams of your standard POP (Point of Presence) infrastructure.

See Attachment A: NTELOS Ethernet Network – 2009

- e. Provide any plans for upgrading existing infrastructure in the next 24 months.

NTELOS will upgrade backbone capacity between Charleston and Pittsburgh from 2.5Gbps to 10Gbps and from Pittsburgh to Chicago from 2.5 Gbps to 10Gbps in 2010. In Virginia NTELOS will upgrade the Harrisonburg, Winchester, Ashburn route from 1Gbps to 10Gbps in first quarter of 2010. NTELOS will augment the transit router in Ashburn next year with Cisco ASR series routers. NTELOS will be turning up an additional Cisco CRS core in Charlottesville. NTELOS will complete a secondary longhaul fiber route between Waynesboro, Virginia and Charleston, West Virginia. NTELOS also recently announced the acquisition of fiber assets from Allegany Communications. These additional assets effectively double the NTELOS's fiber network, and will provide NTELOS with new extensive fiber routes, capacity and access in Maryland, Pennsylvania and West Virginia. See Attachment D: NTELOS Ethernet Network – 2010.

Include your NOC (Network Operations Center) services, manufacture and model of your trouble ticket system and the NOC escalation procedures.

Current Trouble Ticketing Systems: IBM/DPI I.C.M.S. (Integrated Billing and Trouble Ticketing System) used for Customer Trouble Tickets

Harris/Stratex NetBoss TroubleReporter used for Network Trouble Tickets

New Trouble Ticketing System: IBM/Tivoli TSRM will be used for both Customer and Network Trouble Tickets; implementation project is currently underway with an expected 1Q10 deployment as the production system.

See Attachment E: Network Control Center Escalation List. NTELOS Escalation Procedures allow for customer escalations on our hourly basis, as needed.

### **C. Off Campus Data Circuits**

JMU currently requires 100mbps or faster high-speed data circuits to nine off campus locations. The number and location of remote sites change periodically. JMU only implements high-speed options at sites that need such service for a given period of time. The current locations are:

- 395 South High Street
- 1070 Virginia Avenue
- 1401 Technology Drive

- 605 Port Republic Road
- 220 University Avenue
- 380 University Avenue
- 1598 South Main Street
- 61 Court Square
- 983 Reservoir Street

1. Describe service being offered in detail including the circuit, the service, hardware, minimum durations of service, installation lead times, cost for each location and any items JMU will be required to provide.

All of the sites specified above are served by NTELOS fiber and already have equipment in place. For these existing sites and existing facilities, there would be no lead time associated with installation and service turn-up. Unless JMU specifies changes to any site where JMU already has service operating with NTELOS no furnish additional equipment is required. If JMU wishes to make a service change that requires an equipment change (e.g.: Moving from 100M to 1G speeds requiring 1G ports), there may be small incremental equipment expense, but JMU would be in control of these changes.

Minimum duration of service is 30 days. For the nine sites listed with fiber, JMU can terminate service with 30 days written notice and no early termination fees.

Today, NTELOS provides 100Mbps circuits to each JMU campus locations listed in the RFP using the Cisco 3750-ME model of layer 3 switch. The 3750's are interconnected via three MetroE networks in a ring topology. This ring terminates back into a Cisco 7609 that is part of the NTELOS 10Gbps core network. Once capacity dictates, NTELOS will upgrade the nodes in the ring to support a 10Gbps ring topology using the Cisco 4900 series of switch or new technology.

If NTELOS is turning up new services on existing NTELOS network facilities, it is 15 business days plus 3 days to provision or 8 days on an expedited internal order and 3 days to provision. All costs are dependent on the type of requested service.

See Attachment B: JMU Proposal.

2. JMU may purchase or lease additional properties. Describe in detail how pricing would be determined should the university purchase additional properties. Describe any areas near the university that could not be serviced if so requested.

Baseline pricing for services will be used. Additional fees related to special construction requirements to deliver the service may be applicable. An estimate to build is submitted by the Account Executive to the assigned Sales Engineer

who requests the estimate from engineering. NTELOS is unaware of any unserviceable areas.

3. Specify the guaranteed up time of the service proposed. Give specific detail of how compensation is made for down times beyond that stated in the guarantee.

At Customer's request, Company will track and calculate Customer's Network Unavailability within a calendar month. Network Unavailability consists of the number of minutes that the NTELOS Network or a Company-ordered data circuit was not available to Customer and includes unavailability associated with any maintenance at the NTELOS hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if Company notifies Customer of the outage in accordance with the Outage Reporting Commitment set forth in the NTELOS SLA (see Attachment A), or if Customer opens a trouble ticket with the Company's Repair Operations Center within five days of the outage. This Network Unavailability SLA provision will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control).

For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Service Availability Commitment has not been met.

4. Specify preference for Wilson Hall or the Health and Human Services Building as the center of the logical star.

NTELOS will accommodate JMU's preference to provide service at either or both Wilson Hall or Health and Human Services locations. NTELOS would prefer to utilize both locations to multi-home JMU's network.

5. Describe any discounts or restrictions that may apply for the number of sites placed in service.

20% discounts may apply – based on volume of services. See Bundled Services Package Quote.

6. Describe the possibility of having multiple sites in close proximity connected to one circuit.

Multiple sites may be connected to a single 3750 node if a NTELOS engineering review determines that technical distance limitations and wiring safety requirements can be met.

7. Describe how both routine and emergency maintenance actions are scheduled.

NTELOS uses an internally-developed system for tracking maintenance activities and has defined processes to classify and govern these activities. At a high-level all Maintenance Activities must be approved by two levels of management with a minimum of one level of management being the Network Control Center. Activities must be scheduled in advance adhering to policies which allow for proper customer notification as required and insuring SLA is met. All non-Emergency Maintenance Activities must be performed within the standard Maintenance Window of midnight to 6:00am. AM. Emergency Maintenance Activities, if approved, may be performed at any time.

8. Describe how JMU circuits can effect and be affected by other organizations.

NTELOS deploys ring topologies to improve network redundancy and reduce the likelihood that a network event with another customer or market will not impact any other customer or market. The Cisco CRS platforms deployed as Core devices provide additional network protection by effectively segmenting the network and reducing the likelihood of an event or outage in one market impacting another.

#### **D. General**

1. Indicate the length of time your company has been operating, your research and development funding and approach to remaining current with technology.

NTELOS has been operating for more than 111 years as an Independent telephone company in Virginia. NTELOS has been an innovative leader in both the voice and data product categories, being first to market with many innovative products. Examples include DSL, Metro Ethernet, Integrated VoIP and IPTV services.

Research and Development is a continuous process at NTELOS, with a specialized department of Technology Planning and Product Development and Management professionals who dedicate their efforts to developing and launching new products. NTELOS is a publicly traded company with a proven track record of profitability. Our year-over-year positive net income position allows us to continuously fund the departments involved in research and development as part of our annual budgeting process. NTELOS has been recognized by Cisco Systems as the National IP Innovator of the year award for their efforts with Metro Ethernet and VoIP.

NTELOS stays active in the Service Provider community attending NANOG, ARIN, Cisco Live and other professional conferences. These conferences allow NTELOS personnel an opportunity to discuss technology trends and compare network technologies and processes with other Service Providers and vendors.

Along with these conferences, NTELOS is committed to employee training. NTELOS also maintains a full network lab in Daleville for testing new technologies and for research into the stability of new codes for existing network elements equipment.

2. Describe the expected scope and future direction of your company over the next three to five years.

NTELOS strives to stay at the front of the technologies that drive their customer's needs. On the network side, NTELOS is looking to expand their network, both geographically and in terms of the amount of traffic the network will support. As demand for bandwidth and WAN connectivity increases, NTELOS is staying ahead of the curve by expanding their core network, deploying Cisco CRS routers to insure that capacity will continue to scale to meet customer needs. Network rings that were once 1G are being reviewed regularly, with migration paths being planned to 10G speeds. Wavelength technologies are being deployed to provide both protected and unprotected high bandwidth needs. Both traditional TDM voice services and VoIP services are available today, with technology development focused on new VoIP services, including SIP trunking, Hosted SIP VoIP services, and converged services between fixed and mobile phones.

NTELOS has recognized the future consolidation of the traditional TDM network into a packet switched network (IP network) and the rise of Ethernet as the transport medium of the future. As such NTELOS has invested in building a network primarily utilizing Ethernet as the underlying technology, in addition to upgrading and growing the packet switched (IP networks). Along with upgrading link capacity, NTELOS has launched IPTV, Pseudo-wire, VOIP, MetroEthernet, and MPLS VPN services

3. Provide a list of clients and current projects.

See Attachment E: NTELOS Customers for strategic customer listing.

Several current customer projects include Allegheny network acquisition, wide area network build for Valley Health, Terremark Data Center interconnectivity.

A network project to upgrade DWDM/10G backbone between Harrisonburg and Ashburn is planned for early 2010.

4. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.

It is critical for NTELOS to develop mutually beneficial relationships with its customers, vendors and business partners. NTELOS is extremely interested in staying in close communication with key customers like JMU, and prefers to

schedule at least bi-annual sessions with customers to discuss their future needs, and to share new technology developments. NTELOS uses customer feedback from these sessions to help focus development efforts on projects that will provide services that meet or exceed the customer's future needs.

## **Section: V PROPOSAL PREPARATION AND SUBMISSION**

### **B. SPECIFIC PROPOSAL INSTRUCTIONS:**

2. Offeror Data Sheet, included as Attachment A to the RFP, and other specific items or data requested in the RFP.

See Attachment A Offeror Data Sheet

3. A written narrative statement to include:

- a. Experience in providing the goods/services described herein.

See Attachment Q

- b. Names, qualifications and experience of personnel to be assigned to the project.

See Attachment Q

- c. Resumes of staff to be assigned to the project.

See Attachment Q

4. Specific plans for providing the proposed services including:

- a. List of proposed equipment/goods and approach to providing any service including a proposed work plan.

Proposed equipment at each location includes fiber equipment cabinet 4'X2'X2' to house fiber panel, 3750 router, batteries and power plant.

- b. What, when and how services will be performed.

On new installs the equipment installation will be coordinated with the customer one week prior to fiber being completed. Services usually will be turned up by Network Operations within two weeks of fiber construction and turned over to the customer within two days after that.

- c. Time frame for implementation/completion.

All locations noted in this RFP currently have Lit NTELOS Fiber and services may be implemented immediately.

5. Small Business Subcontracting Plan: Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000.

6. Proposed Cost.

**Individual pricing of services:**

Nine off campus 100mbs Circuits: \$11,250.00

\*Two 1 GB Circuits: \$3,900.00

500MB of Internet: \$15,750.00

1GB transport (MATP) Equinix POP in Ashburn: \$5,946.00

\*Primary GIG Circuit: 900 S. Main Street Harrisonburg, VA

\*Secondary GIG Circuit: 701 Carrier Drive Harrisonburg, VA

**\*\*20% Discount for all Services listed above (Bundled Service Price)**

Nine off campus 100mbs Circuits: \$9,000.00

Two 1 GB Circuits: \$3,120.00

500MB of Internet: \$12,600.00

1 GB Transport (MATP) Equinix POP in Ashburg: \$4,756.80

Total: \$29,476.80

\*Primary GIG Circuit: 900 S. Main Street Harrisonburg, VA

\*Secondary GIG Circuit: 701 Carrier Drive Harrisonburg, VA

\*\*reflects 20% discount (bundled services)

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

NTELOS has been a service provider for 112 years. An Internet Service provider since 1995 and in November of 2002, we began Metro Ethernet Service for Commercial businesses.

Years (7) Seven Months (1) One

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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See Attachment K

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Dave Keller: Senior Vice President

Mike Joseph: Director

Travis Harris: Account Executive

3. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

☐ YES ☒ NO

IF YES, EXPLAIN: \_\_\_\_\_

6. Be sure authorized signature appears on front page.



## Attachment B:

### SWAM (Small, Women and Minority-owned Businesses) Utilization Plan

Offeror Name: NTELOS Preparer Name: Travis B. Harris Date: 12-1-09

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes \_\_\_\_\_ No X

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes \_\_\_\_\_ No X

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes \_\_\_\_\_ No X

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

**Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

11/30/09

Date Form Completed

Procurement Name and Number: N/A

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Bid/Proposal and Subsequent Contract

Offeror / Proposer:

Ntelos

1154 Shenandoah Village Dr, Waynesboro VA, 22980

Firm

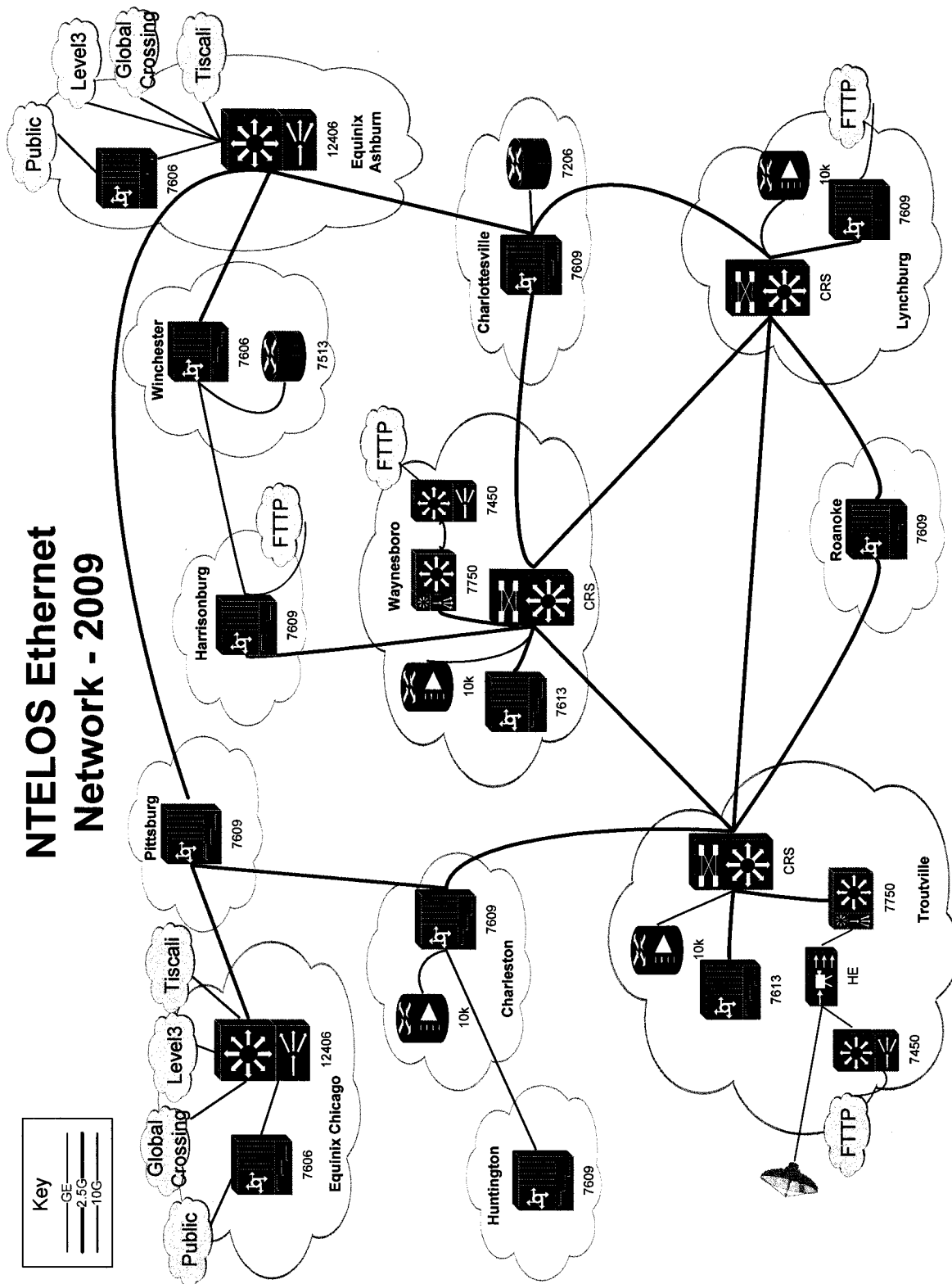
Address

Edward Hutchens 4342207185  
Contact Person/No.

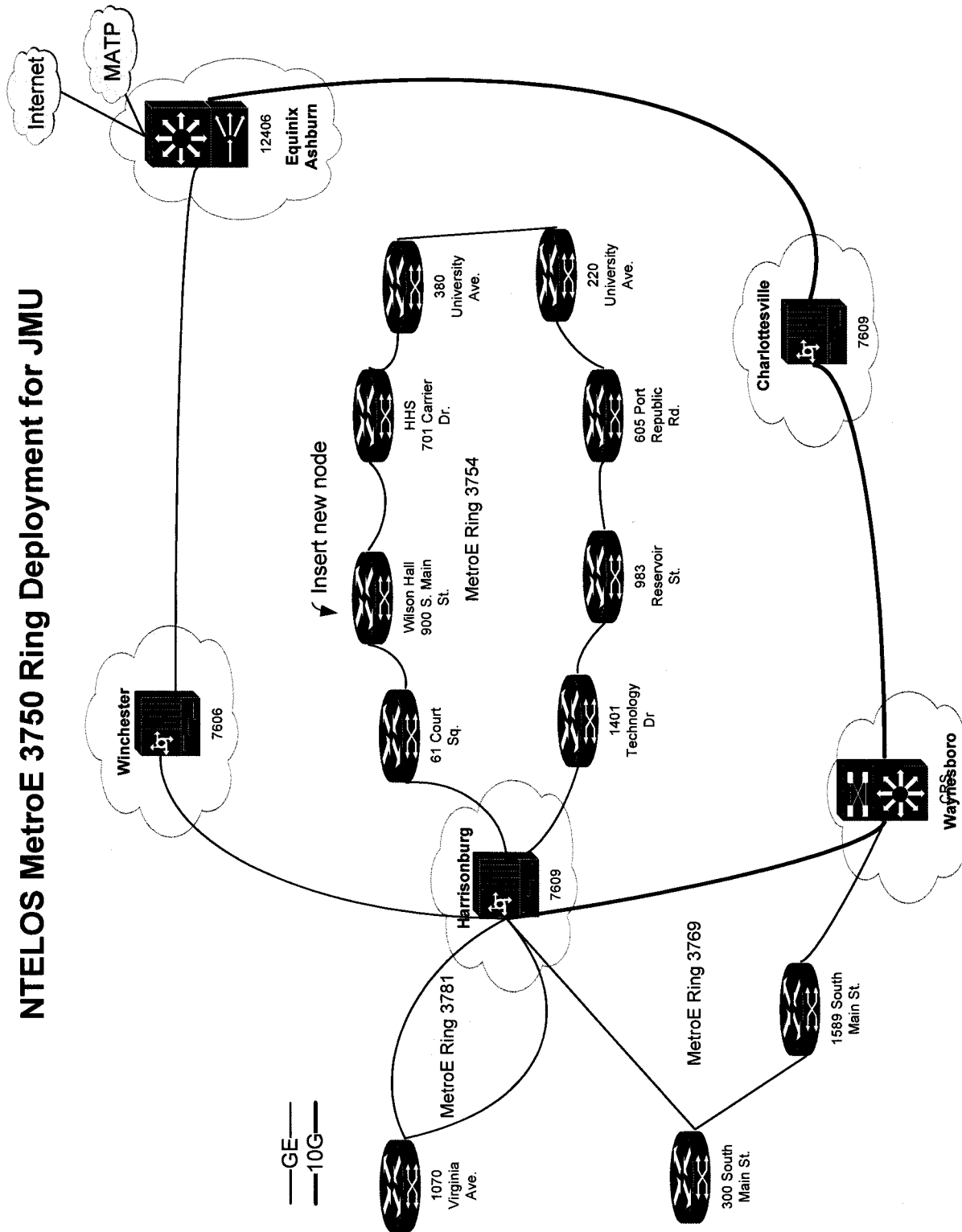
Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)	Federal Employer Identification Number
Myers and Whitsell INC PO Box 548 Waynesboro, VA 22980	Robert Whitsell 5404876091	VS000037926	Electrical			54-0840582
EastComm of VA INC PO Box 51 Collinsville, VA 24078	Richard Roberson 2766182291	59-3769367	Installations/General contracting			59-3769367
Andrews Communications INC 129 Little Bear Trail Elkton, VA 22827	Mike Andrews 5402989899	54-1832593	Copper and fiber optic splicing			54-1832593

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

# Attachment C: NTELOS Ethernet Network - 2009



# NTELOS MetroE 3750 Ring Deployment for JMU



## Key Vertical Market Customers

EDUCATION	HEALTHCARE	FINANCIAL	GOVERNMENT
◆ Marshall University	◆ Lewis-Gale	◆ Stellar One	◆ City of Lynchburg
◆ Bridgewater College	◆ Alleghany Regional	◆ Community Bank	◆ City of Staunton
◆ Hollins University	◆ Montgomery County	◆ DuPont Credit Union - Waynesboro	◆ City of Harrisonburg
◆ Mary Baldwin College	◆ Centra Health	◆ American National Bank	◆ City of Martinsville
◆ Eastern Mennonite University	◆ Southside	◆ Bank of Botetourt	◆ City of Radford
◆ James Madison University	◆ St. Mary's	◆ Bank of Fincastle	◆ City of Blacksburg
◆ Blue Ridge CC	◆ Cabell - Huntington	◆ Bank of James	◆ City of Salem
◆ Dabney Lancaster CC	◆ Augusta Medical Center	◆ WV Federal Credit Union	◆ Franklin County
◆ Liberty University	◆ Rockingham Memorial	◆ First State Bank	◆ City of Lynchburg Schools
◆ Washington and Lee	◆ Raleigh General	◆ First National Bank (Covington)	◆ City of Roanoke Schools
◆ Mountain State University	◆ University of Virginia	◆ First National Bank of Alta Vista	◆ Botetourt County Schools
◆ Randolph College	◆ Stonewall Jackson	◆ Farmer and Merchants Bank	◆ Alleghany County Schools
◆ Roanoke College	◆ Thomas Memorial	◆ DuPont Credit Union - Martinsville	◆ Augusta County Schools
	◆ St. Francis	◆ CFA	◆ Roanoke County
	◆ Pleasant Valley		◆ City of Lexington
	◆ Martinsville Community		◆ City of Waynesboro
	◆ Winchester Medical		◆ City of Charleston
	◆ Bedford Regional		◆ City of Danville
	◆ Danville Regional		

## Attachment F: NTELOS Service Level Agreement

### Service Level Agreement for Metro Ethernet Services

NTELOS (herein called "Company") is committed to providing the Metro Ethernet Services customer (herein called "Customer") with superior service and support. This Service Level Agreement for Metro Ethernet Services (herein called "SLA") is an agreement made between both parties specified above which provides commitments to the Customer concerning security, quality, support, uptime and performance of our Services. The provisions of the Services Agreement between the same parties, including without limitation the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, shall remain in full force and effect.

#### Quality - Service Availability Commitment

1. Scope: Service Availability Commitment is to have the Company's Metro Ethernet Network, as defined in the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, available 99.99% of the time. A 15 day "shakedown" period after initial installation of a dedicated circuit is not covered by the Service Availability Commitment to allow time for proper service adjustments and troubleshooting.

2. Maintenance: For purposes of notification, maintenance will be designated as one of two types — (1) Scheduled Maintenance is any maintenance at the NTELOS hub to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or otherwise scheduled according to Customer's or Company's request and mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance. (2) 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.

3. Process: At Customer's request, Company will track and calculate Customer's Network Unavailability within a calendar month. Network Unavailability consists of the number of minutes that the NTELOS Network or a Company-ordered data circuit was not available to Customer and includes unavailability associated with any maintenance at the NTELOS hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if Company notifies Customer of the outage in accordance with the Outage Reporting Commitment set forth below, or if Customer opens a trouble ticket with the Company's Repair Operations Center within five days of the outage. This Network Unavailability SLA provision will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control).

4. Remedy: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Service Availability Commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

#### Uptime - Outage Reporting Commitment

1. Scope: The Outage Reporting Commitment is that notification will be sent to Customer within 15 minutes after Company's determination that Customer's Service is unavailable. Company's standard procedure is to periodically probe Customer Premise Equipment (CPE); CPE must be set up to respond to probe or no outage notification will be sent and Outage Reporting Commitment remedies are not applicable. If Customer's network does not respond to periodic pings, Company will deem service unavailable and will contact Customer's designated point of contact.

2. Process: The Outage Reporting Commitment is applicable only to Metro Ethernet Services provided in the contiguous United States and is applicable only if Customer opens a trouble ticket with Company's Repair Operations Center within five days of the outage. Customer is solely responsible for providing Company accurate and current contact information for Customer's designated and authorized points of contact. Company will be relieved of any obligation under this Outage Reporting Commitment if the authorized Customer contact information is out-of-date or inaccurate due to Customer's action or omission or if Company's failure is due to reasons of force

majeure (conditions beyond Company's control).

3. Remedy: If Company fails to meet the Outage Reporting Commitment, upon Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Outage Reporting Commitment has not been met; Customer may obtain no more than one credit per day, irrespective of how often in that day Company failed to meet the Outage Reporting Commitment. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service.

#### Mean Time to Repair (MTTR)

1. Process: At Customer's request, Company will calculate the mean time that was taken by Company to make repairs within a calendar month. MTTR is calculated as the monthly average time taken to repair all trouble tickets required to return Service to a Network Availability status. The length of each Network Unavailability instance on a specific Service is totaled at the end of each billing month and divided by the corresponding number of Network Unavailability instances for the Service for that month.

2. Remedy: If the MTTR is more than 4 hours in one billing month, at Customer's written request, Customer's account shall be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the MTTR has not been met; Customer may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service. A 15 day "shakedown" period after initial installation of a dedicated circuit is not covered by the MTTR Availability Commitment to allow time for proper service adjustments and troubleshooting.

#### Packet Delivery guarantee:

NTELOS maintains a Service Level Agreement guarantee of 99.99% on packet delivery.

#### Latency Guarantee:

In the Virginia and West Virginia networks, NTELOS guarantees an average POP-to-POP latency of 10ms or less.

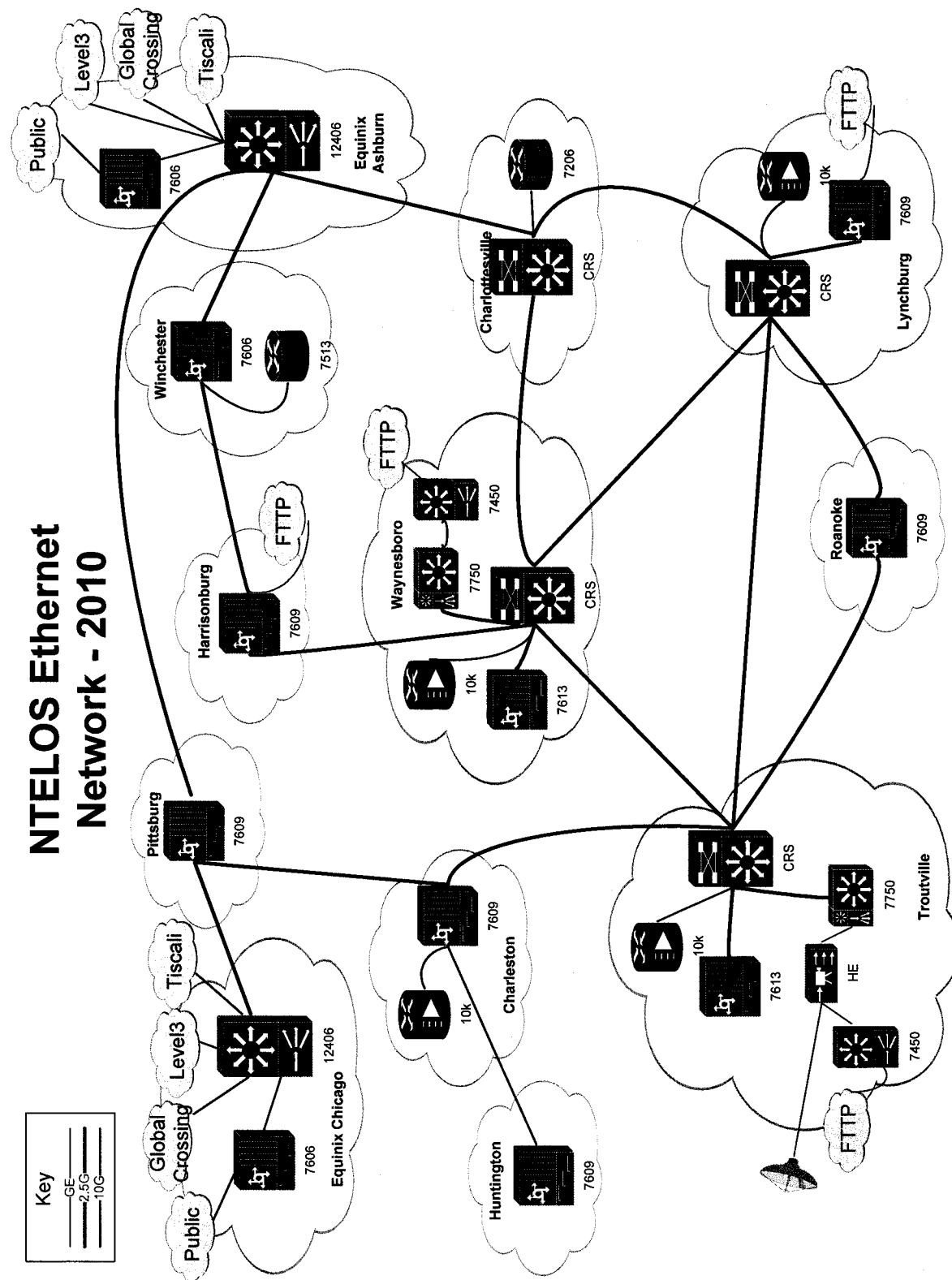
#### Limits on Scope of Support

The commitments contained in this SLA do not cover Customer-provided platforms, software, or services and do not cover Customer caused failures or conditions beyond Company's control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the Commitments in the SLA include, but are not limited to: desktop workstation support; issues arising from Customer failing to notify Company in a timely manner of connectivity issues or of changes to authorized Customer contact information; issues arising from Customer failing to grant Company timely access to network equipment located on Customer's Premises as requested by Company for addressing service requirements; and connectivity issues involving Customer-initiated maintenance and/or Customer's cabling, hub, router, and/or server infrastructure.

#### Customer Responsibilities

Customer agrees to fulfill the following responsibilities: report all problems using the reporting procedure detailed within this SLA; provide input on the quality and timeliness of support; notify Company in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to Customer contact information for purposes of coordination in problem resolution; provide accurate information for Customer account information; and implement the minimum security requirements specified by the Company.

## Attachment G: NTELOS Ethernet Network - 2010





**Attachment H: NTELOS Network Control Center Escalation List**



**Network Control Center Escalation List**

**1<sup>st</sup> Level**

NOC Analyst On-Duty  
540-941-4800  
1-877-411-6930

**2<sup>nd</sup> Level**

Ben Doyle  
*Supervisor – Network Control Center*  
[doyleb@ntelos.com](mailto:doyleb@ntelos.com)  
Office: 540-941-4262  
Mobile: 540-241-5100

**3<sup>rd</sup> Level**

Victoria Minnick  
*Manager – Network Support Wireline*  
[minnickv@ntelos.com](mailto:minnickv@ntelos.com)  
Office: 540-941-4602  
Mobile: 540-294-0545

**4<sup>th</sup> Level**

Bob Berry  
*Manager – Network Control Center*  
[berryb@ntelos.com](mailto:berryb@ntelos.com)  
Office: 540-949-3434  
Mobile: 540-241-4115

**5<sup>th</sup> Level**

Diego Anderson  
*Director Wireline Operations*  
[andersond@ntelos.com](mailto:andersond@ntelos.com)  
Office: 540-946-8687  
Mobile: 434-760-8778

**6<sup>th</sup> Level**

Frank Berry  
*Executive VP/President-Wireline*  
[berryb@ntelos.com](mailto:berryb@ntelos.com)



Office: 540-946-7282

## **Network Control Center Escalation List (Repair)**

### **1<sup>st</sup> Level**

Repair Operation Center  
888-753-5566

### **2<sup>nd</sup> Level**

Breana Fitzgerald  
Supervisor – Network Control Center (Repair)  
[fitzgeraldb@ntelos.com](mailto:fitzgeraldb@ntelos.com)  
Office: 540-941-4621  
Mobile: 540-294-3582

### **3<sup>rd</sup> Level**

Victoria Minnick  
Manager – Network Support Wireline  
[minnickv@ntelos.com](mailto:minnickv@ntelos.com)  
Office: 540-941-4602  
Mobile: 540-294-0545

### **4<sup>th</sup> Level**

Bob Berry  
Manager – Network Control Center  
[berryb@ntelos.com](mailto:berryb@ntelos.com)  
Office: 540-949-3434  
Mobile: 540-241-4115

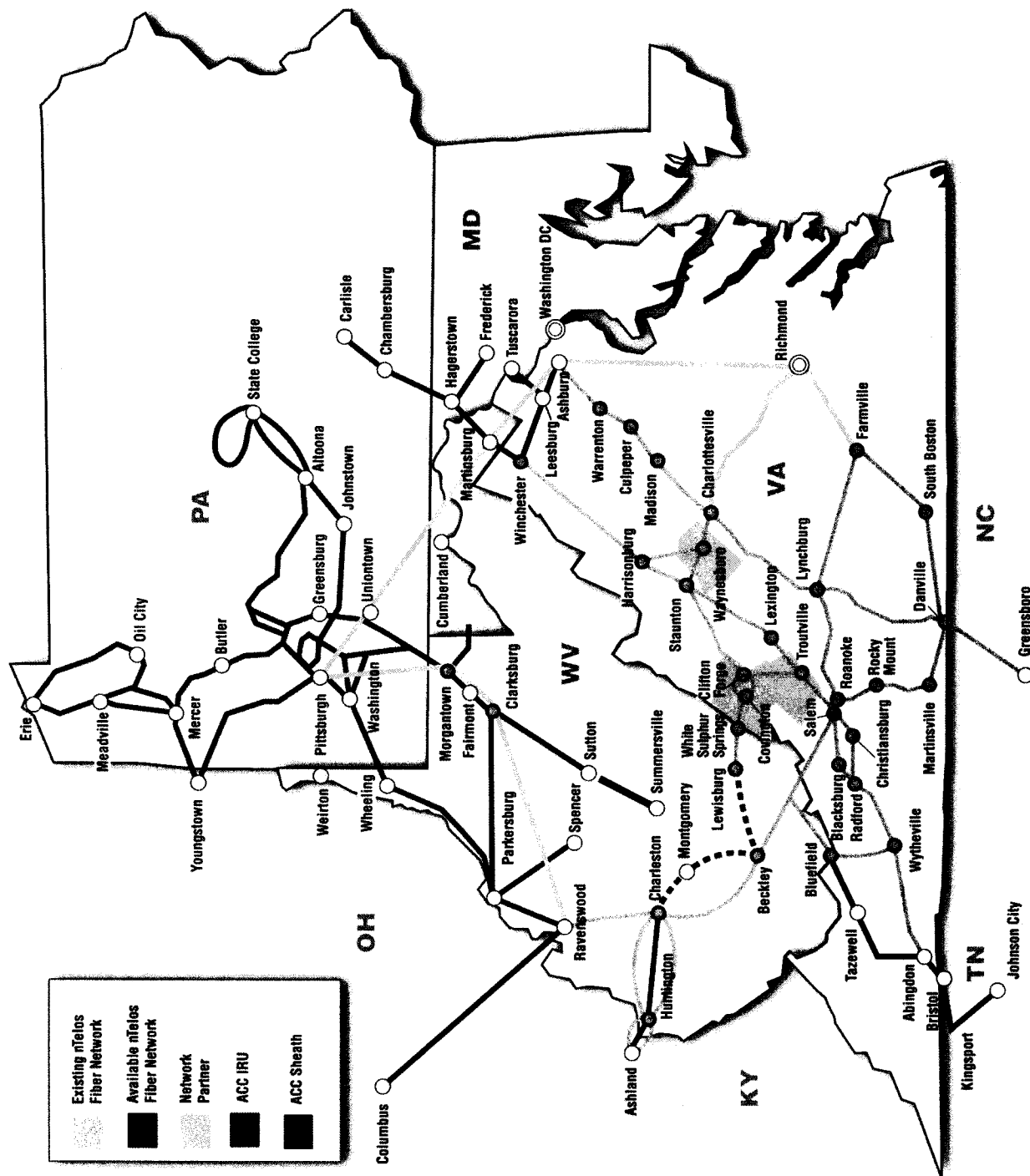
### **5<sup>th</sup> Level**

Diego Anderson  
Director Wireline Operations  
[andersond@ntelos.com](mailto:andersond@ntelos.com)  
Office: 540-946-8687  
Mobile: 434-760-8778

### **6<sup>th</sup> Level**

Frank Berry  
Executive VP/President-Wireline  
[berryb@ntelos.com](mailto:berryb@ntelos.com)  
Office: 540-946-7282  
Mobile: 540-476-0228

## 23



**Attachment K**

Marshall University

36 months

One John Marshall Drive

Huntington, WV 25755

Michael R. Adkins MS, CISSP

304-696-3209

Centra Health

10 Years

1920 Atherholt Road

Lynchburg, VA 24501

Jody Hobbs

434-200-4836

Liberty University

10 Years

100 Mountain View Drive

Lynchburg, VA 24502

Matt Fleming

434-592-3786

City of Harrisonburg

7 Years

345 S. Main Street

Harrisonburg, VA 22801

Pat Hilliard: 540-432-7756

Paul Malabad: 540-432-7706

RMH

9 Years

235 Cantrell Ave.

Harrisonburg, VA 22801

Joe McKinley

540-368-0007

Rosetta Stone

10 years

135 W. Market Street

Harrisonburg, VA 22801

Eric Nelson

540-236-7630

**Continue of Attachment K**

Massanutten Resort

6 Years

3779 Palmer Road

McGaheysville, VA 22840

Mike Shiflet

540-289-4943

Carpathia Hosting, Inc

12 months

43480 Yukon Drive, Suite 200

Ashburn, VA 20147

Brent Bensten

703-621-0195

Shentel (DBA: Converged Services, Inc)

11 Years

500 Shentel Way

Edinburg, VA 22824

Tom Whitaker

540-984-5377

Daily News Record

10 Years

231 S. Liberty Street

Harrisonburg, VA 22801

Peter Yates

540-574-6297

Augusta County Public Schools

8 Years

18 Government Center Lane

Verona, VA 24482

Paul Missman

540-245-5100

Valley Health Services

5 Years

220 Campus Blvd.

Winchester, VA 22601

Chris Gooditis

540-536-7908

## Attachment Q: Team Biography

Our direct team committed to this project is compiled of qualified individuals with over a combined 122 years of experience.

Our story is filled with team achievements because of our dedicated employee's and proven track record that covers over 111 years.

NTELOS has had consistent success for the past 8 years in Metro Ethernet (fiber) based services (Metro Ethernet services with NTELOS began in 2002).

Please refer to our customer and project list for proven success.

The following individuals are leading NTELOS to provide the best services for JMU. A common theme will be Commitment (years in service) and leading edge technology mixed with Leadership.

Included are the names, title and contact information for those involved with this RFP. We encourage you to contact any of us since we are a team committed to building a strong relationship with you.

*Bob Berry: Manager Network Control Center*, has over 15 years Industry experience (13 of those with NTELOS) which began after graduating with a B.S. in Electrical Engineering at West Virginia Institute of Technology. Bob has held various management positions including Manager-Network Operations and Manager-Network Provisioning since 1997. Mr. Berry was the Lead implementing our first Network Operations Center (NOC) in 1999. He has served on many lead teams to implement new operational support systems. 540-949-3434; [berryb@ntelos.com](mailto:berryb@ntelos.com)

*Edward Hutchens our Manager of Transport Engineering* has over 10 years of experience in the telecommunications and Internet service provider space. Edward supports the Transport Engineering team, which is responsible for planning, designing, and implementing all DWDM, SONET, and packet infrastructure. He has been a Leader in the following segments and services with NTELOS: Metro Ethernet, Advanced MPLS features, IPTV product, 10Gb Ethernet IP core, Equinix Ashburn collocation, and Cisco ESR 10008 aggregation routers. 434-220-7185; [hutchense@ntelos.com](mailto:hutchense@ntelos.com)

With 38 years in the industry, *Fred Lambert* will be your *Sales Engineer*. He has captured a vast knowledge of the industry with his experience at Virginia Telephone Company, his role as manager, supervisor and eventually an instructor with Centel of Virginia (later merging with Sprint). Fred taught classes on Outside Plant Engineering, Fiber Optics, installation and troubleshooting. Before coming to NTELOS as our Sales Engineer he worked for the Virginia-Tennessee district, Manager for the Tennessee, Virginia, North Carolina section for Sprint. 434-220-9217; [lambertf@ntelos.com](mailto:lambertf@ntelos.com)

*Director of Sales Virginia and West Virginia: Mike Joseph*. Mike has 28 years of experience in the communications industry, 16 with NTELOS leading the way as a Manager and Director. Mike is responsible for the Virginia North and West Virginia markets. His leadership and talents have brought much success to NTELOS. Growing up in the Valley with an education from Blue Ridge Community College earned him the foundation of where he is today. Mike has a gift for building strong relationships

#### Continue of Attachment Q

for NTELOS. This gift along with his Voice and Data Services knowledge will definatley benefit JMU. 540-949-3422; [josephm@ntelos.com](mailto:josephm@ntelos.com)

*Travis Harris: Account Executive.* Travis has over 11 years of experience in the communications industry. After graduating from Ferrum College, he joined NTELOS as a Sales representative (for Voice services in Harrisonburg). Travis along with Mike Joseph took leadership roles in the new Competitive Local Exchange Carrier (CLEC) business in 1998. Similar in paths, Travis grew up in the Valley and has won-over several businesses for NTELOS with Voice and Data Services demonstrating his commitment to NTELOS and customer relationships. These relationships include the likes of DuPont Community Credit Union, Rosetta Stone, City of Harrisonburg, Massanutten Resort, and Carpathia. 540-946-3177; [harrist@ntelos.com](mailto:harrist@ntelos.com)

*Harris Duncan: Manager of Network Engineering.* Harris has over 20 years of experience in the telecommunications industry (over 11 with NTELOS). In his current role, Harris supports the Access Engineering, Transport Engineering and Head End/ Switch Engineering teams. He is responsible for the strategic planning, network design and engineering of the NTELOS Wireline network. Prior to NTELOS, he served nine years with the United States Navy. Harris has a Bachelors degree in Management and Organizational Development from Eastern Mennonite University. He has been a leader in several NTELOS projects including: Managed the development of the next generation IP/MPLS network; Directed the planning and implementation of the NTELOS MSTV IPTV Head End; Guided the network architecture to design a DWDM optical meshed network; Supported the FTTP network infrastructure to support video, data and voice to the customer's premise; Supervised the installation and expansion of the Internet peering network and supporting infrastructure. 540-946-1831; [duncanh@ntelos.com](mailto:duncanh@ntelos.com)



## Services Agreement

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Name: James Madison University NTELOS Account No: \_\_\_\_\_

Billing Address: 1031 S MAIN ST

City, State, Zip: HARRISONBURG, VA 22801

Term - 1 Year

Effective Date - 12/1/2009

### Contacts

Work Phone Number - contact Dick Johnson at 5405688082

Service Number	Product	Qty.	Price
[Auto Generated] - New Install		1031 S MAIN ST HARRISONBURG , VA 22801 (HBVA)	
Circuit ID: N/A			
	NTELOS PROVIDED 1G WAN E (4ENG0 CL )	1	\$0.00
	NTELOS PROVIDED TRANSPORT (NETT1 CL )	1	\$0.00
			\$0.00
			\$0.00

### Memo

Sample Contract

Total Price	\$0.00
-------------	--------

### Acceptance

My signature hereunder acknowledges that I have read and do understand the terms and conditions stated above and those on the attached Terms & Conditions document and that I have agreed to those terms.

\_\_\_\_\_  
Authorized Party:

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

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

\_\_\_\_\_  
NTELOS: HARRIS, TRAVIS B

\_\_\_\_\_  
Tel:

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

CLECN-HBG-23748-83877 - James Madison University -





# Terms and Conditions

1154 Shenandoah Village Drive, Waynesboro, VA 22980

NTELOS Local and High Capacity Services Contract  
Updated: 4-01-09

This Contract is made between \_\_\_\_\_ ("Customer") and NTELOS ("Company") on \_\_\_\_\_, 20\_\_\_\_. Customer has requested Local Exchange Service and/or High Capacity Service ("Service"), as set forth in the Services Contract and incorporated herein by reference from NTELOS at Service address(s) specified (herein called "Premises"). The Customer and the Company hereby agree as follows.

1. Tariff Application. Service(s) is provided by Company subject to the terms and limitations stated in Company's applicable state and federal Tariffs, including the provisions of the Tariff concerning the liability of Company.

2. Installation. Company is responsible for installing and maintaining Service(s) to the Network Interface. Company will use all commercially reasonable efforts to make the Service(s) available on or before the Requested Service Date. Customer who has requested Service(s) agrees to obtain all necessary consents to install the Service(s) from any third parties having an interest in the Premises. Customer agrees to furnish and place at the Premises, at its expense, any necessary conduits and electrical current required to operate the High Capacity Service. Customer shall, at its expense, provide necessary openings and ducts for cable and conductors in floors and walls. At the Company's request, Customer will provide the Company with floor plans and/or prints showing the location of all such conduits, electrical work, openings, and ducts. The floor plan and/or prints will also show the locations of CPE to be installed. The Company will coordinate with Customer on any required modifications to accommodate installation of Service(s). Customer agrees that if changes are requested by Customer after the Service(s) has been implemented and/or built that additional charges will apply.

3. Customer Obligation and Liability. Customer shall be responsible for:

- (i) Ensuring the compatibility of Customer's equipment with Service(s) provided by Company, providing adequate space and environment to operate Company and Customer equipment;
- (ii) Providing electrical power necessary to operate Company and Customer equipment on Premises;
- (iii) Providing a route suitable to provide Company's cable access to Customer's telephone room;
- (iv) Paying Company for any damages caused to its equipment by Customer's negligence or willful acts or by fire, electrical or lightning surges, water damage, or any other cause except Company's gross negligence or willful misconduct;
- (v) Paying all of Company's charges for time and material resulting from diagnosing problems caused by Customer's failure to comply with this Contract.

4. Payment.

- (i) The Customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those service(s) are used by the Customer or are resold to or shared with other persons. The Customer is responsible for payment of any sales, gross receipts, excise, access or other local, state, and federal taxes, charges or surcharges (however designated), imposed on or based upon the provision, sale or use of Service(s) excluding taxes on the Company's net income.
- (ii) A Late Payment Charge of 1.5% applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company on behalf of inter-exchange carriers and alternate operator service providers.
- (iii) Upon non-payment of any amounts owing to the Company, the Company may discontinue or suspend Service(s) without incurring liability to Customer.

Continuation of Service(s). At the end of the commitment term of this Contract, the Contract shall automatically continue on a month-to-month basis, unless either party terminates this Contract by providing at least 30 days prior written notice to the other party of such termination.

6. Commitment. Customer agrees to remain a subscriber of NTELOS for the Service(s) and for the term stated on the Services Contract. If, prior to end of the commitment term, Customer disconnects for any reason or if Service(s) is disconnected by Company for non-payment or other breach of the Contract, Customer agrees to pay NTELOS termination liability charges and applicable taxes.

7. Early Termination Charges:

- (i) If T-1 level service or above, including PRI, has been provided less than 12 months under this Contract, the customer will be responsible for paying the remaining monthly recurring charges for the first year, all of the waived install charges, plus 50% of the remaining monthly recurring charges for the 13th month through the remainder term of the contract. If customer terminates service after 12 months of the contract, the customer is responsible for 50% of the remaining monthly recurring charges through the remainder term of the contract. All unpaid balances are due upon termination of contract. Customer initials \_\_\_\_\_
- (ii) If Company is providing Local Exchange Voice Services to include: Access Line/Centrex/trunk services to Customer and these services are disconnected prior to the end of the commitment term there will be a \$100 per line early termination charge. If access lines have been provided less than 12 months, then the customer will also be responsible for paying the waived line connection and order charge per line. If high cap services are provided on the same contract, the contract value of access lines will be subtracted from the total contract value for ETF calculations.
- (iii) For NTELOS-provided equipment, NTELOS retains ownership and reserves the right to access customer premises to repair, maintain, or remove its equipment. If access is not granted within 30 days from the date of cancellation, customer will be billed for the cost of the equipment.
- (iv) Cancellation of service: When upgrading or cancelling service, customer is responsible for providing 30-day written notification to nTelos for discontinuing service. If notification is not received, customer is liable for recurring charge up to the time of disconnection.

8. General Provisions.

- (i) Failure of either party to give notice of default or to enforce any term or condition of this Contract, or any waiver of any term or condition of this Contract shall not constitute permanent or general waiver of that term or condition.
- (ii) The provision of Service(s) hereunder will not create a partnership, joint venture, or agency relationship between the parties nor result in a joint communications service offering to any customer of either Company or Customer.
- (iii) Customer agrees not to use the Service(s) or any facilities or equipment of Company for any unlawful purpose.
- (iv) Customer shall not assign or transfer any or all of its rights or obligations under this Contract without Company's prior, written consent.
- (v) If any term or condition in this Contract is, to any extent, held invalid or unenforceable in any respect, then the remainder of the Contract shall not be affected, and each remaining term and condition shall be valid and enforceable to the fullest extent permissible by law.
- (vi) This Contract, and all matters arising out of or related to it, shall be governed by the laws of the State where Service(s) is provided.

\_\_\_\_\_  
Authorized Party

12/1/2009  
\_\_\_\_\_  
Date



## Terms and Conditions

1154 Shenandoah Village Drive, Waynesboro, VA 22980

ELOS Metro Ethernet Services Contract Updated: 4-01-09

This Metro Ethernet Services ("Service") Contract is an Addendum to the Local and High Capacity Services Contract and is made between \_\_\_\_\_ ("Customer") and NTELOS ("Company") on \_\_\_\_\_, 20\_\_.

NTELOS Metro Ethernet Service is a high-speed data service, based on Ethernet transmission parameters, which uses a fiber network to allow for the interconnection of Local Area Networks (LANs) across selected geographic areas. The Service delivers an interface of 10, 100 and 1000 Mbps from Customers' LANs to the Metro Ethernet Multiprotocol Label Switching (MPLS) backbone. The Service allows the Customer's multiple locations to function as one LAN, providing data privacy for Customer's LAN traffic from the traffic of other networks, both public and private. Metro Ethernet may also interface with other NTELOS-provided Services via MPLS.

### 1. Connections.

- (i) The network interface is the LAN interface on the Company-installed Metro Ethernet equipment at Customer's premises. Customer is responsible for any inside wire or equipment required to connect Customer's LAN to the Metro Ethernet equipment interface. Customer is responsible for installation, operation and maintenance of any Customer-Provided Equipment ("CPE").
- (ii) To connect the CPE, Customer will provide a suitable network device as agreed between Customer and Company in the pre-installation design process.
- (iii) The responsibility of the Company shall be limited to the provisioning and maintenance of the Service to a predefined demarcation point on the Metro Ethernet equipment.

### 2. Customer Interfaces.

- (i) Customer will provide an interface between CPE and the Company-provided network interface on the Metro Ethernet equipment that will afford a connection to the Metro Ethernet Network. This interface may be a 10, 100, or 1000 Mbps copper interface or suitable fiber-optic interface as determined in the pre-installation design process.
- (ii) Company shall not be responsible for installation, operation or maintenance of any equipment provided by the Customer. The Company shall not be responsible for the through transmission of signals generated by such equipment or system, or the quality of or defects in such transmission, or the reception of signals by such equipment or systems.
- (iii) Company shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of Service render obsolete any facilities or equipment provided by Customer, or require modification or alteration of CPE or system, or otherwise affect its use or performance.

### 3. CPE/Software.

- (i) Company is responsible for maintaining and repairing the facilities it furnishes. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.
- (ii) In order to maintain the quality of the Service, Company reserves the right to perform preventative maintenance and software updates to the network. Customer must agree to allow the Company access to the Metro Ethernet equipment provided for the purpose of maintenance.

### 4. Limitation of Company Liability.

- (i) Service Irregularities - The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Company.
- (ii) Interruption of Service - In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause; therefore, Customer assumes all risks connected with the service except as follows: If service is interrupted otherwise than by negligence or willful act of Customer, an allowance at the minimum rate for the telephone facilities and class of service in effect at the time of the interruption shall be made for the time such interruption continues after notice and demand to the Company. No other liability shall in any case attach to Company.

### 5. Responsibility of Customer.

- (i) Customer is responsible for installing and testing the CPE or facilities to ensure that, when they are connected to Metro Ethernet equipment or facilities, such equipment or facilities are operating properly.
- (ii) The operating characteristics of the CPE or facilities shall be such as to not interfere with any of the services offered by the Company. Upon notice that the CPE is causing or is likely to cause such hazard or interference, Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- (iii) Customer's responsibility shall include cooperative testing with the Company as may be necessary.
- (iv) Environment
  - a. Air - Customer is responsible to provide adequate cooling to maintain the equipment operating environment parameters as follows:  
Temperature: 55-85 degrees Fahrenheit  
Humidity: 70% or less.
  - b. Space - Customer is responsible to provide a clean environment for the CPE and that must be free from flooding.

### 6. Additional Charges.

- (i) Maintenance Visit: The Customer shall be responsible for payment of a maintenance visit fee for instances in which a Company technician is dispatched either to Customer's premises or to repair equipment at other remote locations which is utilized in the provision of Service, and the difficulty or trouble report results from problems with CPE or facilities. Customer will also be responsible for payment of a maintenance visit fee for instances in which the Company technician is dispatched for work or repair that has been scheduled with the Customer, but upon arrival, proper access to the facilities has not been provided by the Customer.
- (ii) Moves and Changes: When Customer requests a move or relocation of the Service access line to a different address and/or different building, Customer will be responsible for the construction and installation costs at the new location.
- (iii) Time and Material: Time and material non-recurring charges apply to all Customer-requested work performed by Company on Customer's premises beyond the network interface.

## Service Level Agreement for Metro Ethernet

NTELOS (herein called "Company") is committed to providing the Metro Ethernet Services customer \_\_\_\_\_ (herein called "Customer") with superior service and support. This Service Level Agreement for Metro Ethernet Services (herein called "SLA") is an agreement made between both parties specified above which provides commitments to the Customer concerning security, quality, support, uptime and performance of our Services. The provisions of the Services Agreement between the same parties, including without limitation the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, shall remain in full force and effect.

### Quality - Service Availability Commitment

1. Scope: Service Availability Commitment is to have the Company's Metro Ethernet Network, as defined in the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, available 99.99% of the time. A 15 day "shakedown" period after initial installation of a dedicated circuit is not covered by the Service Availability Commitment to allow time for proper service adjustments and troubleshooting.
2. Maintenance: For purposes of notification, maintenance will be designated as one of two types — (1) Scheduled Maintenance is any maintenance at the NTELOS hub to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or otherwise scheduled according to Customer's or Company's request and mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance. (2) 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.
3. Process: At Customer's request, Company will track and calculate Customer's Network Unavailability within a calendar month. Network Unavailability consists of the number of minutes that the NTELOS Network or a Company-ordered data circuit was not available to Customer and includes unavailability associated with any maintenance at the NTELOS hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if Company notifies Customer of the outage in accordance with the Outage Reporting Commitment set forth below, or if Customer opens a trouble ticket with the Company's Repair Operations Center within five days of the outage. This Network Unavailability SLA provision will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control).
4. Remedy: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Service Availability Commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

### Uptime - Outage Reporting Commitment

1. Scope: The Outage Reporting Commitment is that notification will be sent to Customer within 15 minutes after Company's determination that Customer's Service is unavailable. Company's standard procedure is to periodically probe Customer Premise Equipment (CPE); CPE must be set up to respond to probe or no outage notification will be sent and Outage Reporting Commitment remedies are not applicable. If Customer's network does not respond to periodic pings, Company will deem service unavailable and will contact Customer's designated point of contact.
2. Process: The Outage Reporting Commitment is applicable only to Metro Ethernet Services provided in the contiguous United States and is applicable only if Customer opens a trouble ticket with Company's Repair Operations Center within five days of the outage. Customer is solely responsible for providing Company accurate and current contact information for Customer's designated and authorized points of contact. Company will be relieved of any obligation under this Outage Reporting Commitment if the authorized Customer contact information is out-of-date or inaccurate due to Customer's action or omission or if Company's failure is due to reasons of force majeure (conditions beyond Company's control).
3. Remedy: If Company fails to meet the Outage Reporting Commitment, upon Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Outage Reporting Commitment has not been met; Customer may obtain no more than one credit per day, irrespective of how often in that day Company failed to meet the Outage Reporting Commitment. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service.

### Mean Time to Repair (MTTR)

1. Process: At Customer's request, Company will calculate the mean time that was taken by Company to make repairs within a calendar month. MTTR is calculated as the monthly average time taken to repair all trouble tickets required to return Service to a Network Availability status. The length of each Network Unavailability instance on a specific Service is totaled at the end of each billing month and divided by the corresponding number of Network Unavailability instances for the Service for that month.
2. Remedy: If the MTTR is more than 4 hours in one billing month, at Customer's written request, Customer's account shall be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the MTTR has not been met; Customer may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service. A 15 day "shakedown" period after initial installation of a dedicated circuit is not covered by the MTTR Availability Commitment to allow time for proper service adjustments and troubleshooting.

### Limits on Scope of Support

The commitments contained in this SLA do not cover Customer-provided platforms, software, or services and do not cover Customer caused failures or conditions beyond Company's control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the Commitments in the SLA include, but are not limited to: desktop workstation support; issues arising from Customer failing to notify Company in a timely manner of connectivity issues or of changes to authorized Customer contact information; issues arising from Customer failing to grant Company timely access to network equipment located on Customer's Premises as requested by Company for addressing service requirements; and connectivity issues involving Customer-initiated maintenance and/or Customer's cabling, hub, router, and/or server infrastructure.

### Customer Responsibilities

Customer agrees to fulfill the following responsibilities: report all problems using the reporting procedure detailed within this SLA; provide input on the quality and timeliness of support; notify Company in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to Customer contact information for purposes of coordination in problem resolution; provide accurate information for Customer account information; and implement the minimum security requirements specified by the Company.

12/1/2009

\_\_\_\_\_  
Authorized Party

\_\_\_\_\_  
Date



November 16, 2009

**ADDENDUM NO. TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No.: **M-443**  
Dated: **October 20, 2009**  
Commodity: **Internet Bandwidth Services**  
RFP Closing On: **November 18, 2009**  
RFP Closing Date Changed: **December 2, 2009**

Please note the change(s) made on this proposal program:

1. Change the Closing Date from November 18, 2009, to **December 2, 2009**, 3:00 p.m..

A signed acknowledgment of this addendum must be received by this office either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not constitute your signature on the original bid document. The original bid document must be signed also.

Sincerely,

*Iris Moubrey*  
Iris Moubrey, C.P.M., VCO  
Buyer Senior  
Phone: (540-568-3132)

NTELOS  
Name of Firm  
*[Signature]* /s/  
Signature/Title  
12/1/09  
Date



November 9, 2009

**ADDENDUM NO. ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No.: **M-443**  
Dated: **October 20, 2009**  
Commodity: **Internet Bandwidth Services**  
RFP Closing Date/Time: **November 18, 2009 at 3:00 p.m. (Eastern)**

**Please note the clarifications or changes made on this proposal program and acknowledge receipt of addendum by signature on the last page:**

1. **QUESTION:** Is the main service to be transport bandwidth for Internet traffic or is to be the transport and Dedicated Internet Access? (Section IV-Statement of Needs-Opening Paragraph)

**ANSWER:** Answer: Transport and Commodity Internet

2. **QUESTION:** The RFP speaks to 2 – 1 Gig circuits. Do both of the 1 Gig circuits go to the same address? What address? (Section IV- A.1)

**ANSWER:** No. Addresses: 900 South Main Street, Wilson, Harrisonburg, VA. 22807 and HHS, 701 Carrier Drive, Harrisonburg, VA 22807

3. **QUESTION:** Addresses need to include NPA/NXX( ex. 540/568) and City/State for all locations. (Section IV-C)

**ANSWER:** 540-568 Harrisonburg, VA

4. **QUESTION:** What type traffic goes to each off campus location? Does each location need to communicate to each other? (Section IV-C)

**ANSWER:** Currently we are using MPLS between our remote sites and each of these locations needs to be able to communicate with each other.

5. **QUESTION:** Where does each off campus location home back to? Or are they in a ring configuration? (Section IV-C.4)

**ANSWER:** Each remote location connects back to HHS, 701 Carrier Drive, Harrisonburg VA 22807.

A signed acknowledgment of this addendum must be received by this office either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not constitute your signature on the original bid document. The original bid document must be signed also.

Sincerely,

*Iris Moubray*

Iris Moubray, C.P.M., VCO

Buyer Senior

Phone: (540-568-3132)

*NTELOS*

Name of Firm

*[Signature] / SUD*

Signature/Title

*12/1/09*

Date

## Moubray, Iris - moubraim

---

**From:** Joseph, Mike [josephm@ntelos.com]  
**S** Friday, February 19, 2010 2:05 PM  
**T** Moubray, Iris - moubraim  
**Subject:** JMU RFP Addendum 020210 (2)  
**Attachments:** JMU RFP Addendum 020210 (2).doc

Iris,

Attached is our addendum to RFP M-443. I hope you will find this meets the approval of you and your team as you review the contents and award the contract. I appreciate all your help during this process and look forward to hearing from you soon.

If you have any questions or comments please feel free to contact me at your convenience.

Best regards,

Mike

NTELOS

February 19, 2010

## Addendum to RFP M-443 Response

### Pricing

#### 10 Year Pricing

9 Off Campus 100M Circuits	\$9,000.00
2 GB Circuits	\$3,120.00
500MB of Internet	\$12,600.00
Total	\$24,720.00
Optional: Connectivity to Ashburn:	
1 GB transport (MATP) Equinix POP	\$4,756.80

#### 15 Year Pricing

9 Off Campus 100M Circuits	\$8,214.00
2 GB Circuits	\$2,740.00
500MB of Internet	\$12,600.00
Total	\$ 23,554.00
Optional: Connectivity to Ashburn:	
1 GB transport (MATP) Equinix POP	\$4,341

Once contract is signed, the current off campus locations would be moved to the appropriate new pricing based on contract term.

### Additional Available Products from NTELOS

#### Legacy Voice Services

- Standard Business lines:
  - \$28.00 (unlimited local).
  - \$48.00 (unlimited local and long distance).
- Standard PRI (23 channel circuit):
  - \$478.50 DID #'s: \$10.00 per block of 20 #'s .
  - Additional charge may apply depending on the specific site location.



## **Advanced IP Voice Services**

All Integrated IP Voice Services include:

- NTELOS' extended local calling area.
- Shared transport available for Internet and voice services.
- Calls traveling over the NTELOS network include on-net Quality of Service.
- 24 X 7 support.

## **Integrated Access Services**

- Includes the use of an NTELOS provided Integrated Access Device (IAD) to connect to a Key System or PBX.
- Single or dual T-1 transport provided (additional charges may apply based on location).
- Also available over Metro Ethernet transport.
- Symmetrical T-1 Internet available starting at 512K.
- Up to 50 NTELOS hosted email addresses with free junk email filtering.
- Free premium set of calling features include enhanced Voice Mail, Caller ID, Call Waiting, Call Forwarding.

## **Pricing Integrated Access Voice/Fax Service:**

- \$25.00 per line unlimited local & NTELOS regional calling.
- \$40.00 per line unlimited local and long distance calling in the contiguous U.S. and Canada.
- PRI over IAD: \$20.00 per channel DID #'s: \$10.00 per block of 20 #'s.
- Integrated Access Dedicated Internet:

512K/1M	\$319.95
768K/1.5M	\$369.95
1.5M/3M	\$499.95
- Speeds are burstable up to 2 times posted speed.
- Minimum charges apply per IAD.

## **Integrated SIP Trunking**

- Allows for both Data and Voice services to be carried over one Metro Ethernet or T-1 connection.
- Each call path uses as little as 30K per trunk, depending on IP PBX configuration.
- DID type functionality allows your IP PBX to route multiple phone numbers across a smaller number of virtual trunks.
- Even though most features are provided by the customer's PBX, there are several important SIP Trunking features included at no additional charge for all customers:
  - Caller ID, name, and number.

- Call Waiting.
- Business Continuity Features; with Call Forwarding Unreachable.
  - Any DID number can be set up to forward to an alternative phone number if network problems are encountered anywhere between the customer site and the NTELOS core network.
  - Trunk groups can be forwarded to an alternative phone number; so that any DID without call Forwarding Unreachable set up can be forwarded to an alternative location or device.
- Business Continuity Features can be configured by the approved customer administrator with access to the NTELOS server with a simple login and password. This means that Business Continuity Forwarding can be pre-set, but still be changed in the case of an emergency that requires a change of plans/locations.

#### **SIP Trunking Pricing:**

- \$14 per IP Trunk (one simultaneous call path).
- \$10 per block of DIDs at 20 per block.
- \$3.95 per line for Voicemail plus \$1 DID individual phone number charge. Enhanced Voicemail is available, providing .wav file and email notification.
- Transport is priced separately. Unlimited long distance not available for SIP Trunking.

#### **NTELOS Integrated IP Centrex**

- Ties together multiple locations with identical function and features at all sites, regardless of location.
- Switching and processing are hosted at NTELOS and require no capital dollars.
- IP networking allows for interactivity between IP phones and desktop software; integration with Microsoft Outlook available.
- Web interface allows for easy self administration and feature management.
- Requires only one set of wiring for your network—phones plug into Ethernet LAN.
- Moves, adds and changes are simplified and incur little or no cost.
- Standard 911 service is provided based on customer address provided; for a minimal additional charge, mobile 911 services are available for users that require mobility.
- Multiple numbers or line appearances are available on certain IP Phone models.

#### **Pricing for Integrated IP Centrex:**

- IP Centrex: \$19.70 line/month plus one feature package charge.
- Office Feature Package \$2/line/month.
- Executive Feature Package \$5/line/month.
- **Polycom Phones are Available for Purchase from NTELOS**

- Soundpoint 450, 3-line HD quality
- Soundpoint 550, 4-line HD quality
- Soundpoint 331, 2-line
- Soundpoint 560, 3-line HD quality – works on Gigabit LAN
- Soundpoint 650, 6-line HD quality
- Soundpoint 670, 6-line HD quality – works on Gigabit LAN
- Soundstation 6000, HD Conference Phone
- If you are providing your own IP phones, check the NTELOS-approved IP phones found on the NTELOS Web site under Integrated Voice Service:  
<http://www.ntelos.com/landline/business/IPCentrexPhoneList.pdf>

#### **Long Distances Services**

- Basic: \$.05 per minute Interstate and Intrastate.
- Bulk rate: \$.02 per minute Interstate; \$.035 per minute Intrastate (minimum # minutes required).
- 800# service and calling cards with competitive usage rates and no monthly minimums.

#### **Internet and WAN Services**

- Metro Ethernet pricing is included in the RFP response.
- Additional speeds are available in addition to quoted prices; inquire for specific pricing based on required speed.
- Quality of Service is available for video services.
- Ultra fast speeds including Wavelength services are available.
- WAN pricing on speeds above 1G are available on request.

#### **Terms and Conditions for Metro Ethernet Services**

- An engineering study must be completed prior to a final price quote for new locations.
- Additional mileage or install fees may apply depending on customer location.

#### **NTELOS IPTV Video**

NTELOS offers IPTV Video services. IPTV Video services include residential and commercial products.

#### **New NTELOS nTouch Converged Communication Services**

NTELOS is proud to announce the availability of a unique service that ties together the customer's fixed IP Voice services and NTELOS mobile services.

#### **Key Features Include:**

- Single Number Service, where one phone number rings both the desk phone and wireless.

- Single Caller ID, where the desk number always shows as Caller ID, even on a wireless call.
- 4 digit dialing to internal users from a wireless phone.
- Pull a call from the desk phone to wireless phone (or vice versa) with the touch of a button.
- Presence information, receptionists, or shared call appearances can show when a wireless user is on the phone. Calls are easily transferred to wireless.
- Price for add-on NTELOS nTouch service is between \$10 and \$15 in addition to the wireless and IP Voice service charges.

### **NTELOS Wireless Plans**

As one of the premier providers of mobile phone service in Virginia, NTELOS has a variety of plans available to Virginia organizations through VITA. Information is available at the following link: [http://vita.virginia.gov/procurement/contractDetail.cfm?contract\\_id=1000605](http://vita.virginia.gov/procurement/contractDetail.cfm?contract_id=1000605). Click on "contract pricing", key in zip code, click submit.

### **NTELOS Internships**

As part of NTELOS' relationship with James Madison University pertaining to this RFP NTELOS will provide one paid and two unpaid Internships each year the contract is active. These Internships will be posted via the James Madison University web site, "Recruit a Duke". The postings will take place within sixty days of each signing for the life of the contract.

NTELOS will assign a primary contact person each year for the purpose of working with a designated contact person from James Madison University to manage the details of the Internship program.

### **NTELOS Donations and Financial Support for James Madison University**

NTELOS will donate \$10,000.00 annually for the first five years of the contract period. The first payment will be made following the signing of the original contract with the four remaining payments being made following annual contract renewal signing. A total of \$50,000.00 will be made as long as the contract remains in place for no less than five years.

At the end of the initial five year period NTELOS will consider an extension of donations to James Madison University based upon the current contract remaining active.

### **Network Monitoring/Testing**

JMU will be able to monitor their NTELOS network ports, using an existing NTELOS web based, self care graphing page. All this requires is a brief discussion to confirm monitoring needs, and communication of a login and password for the JMU network administrator.

Failover testing based on the intended Metro Ethernet network design; JMU will be able to test failover capabilities within the NTELOS network at any time after the final network configuration is set up. Since

NTELOS proactively monitors network health, to avoid unnecessary emergency activity, NTELOS requests that an email be forwarded to network engineering prior to starting failover testing.

#### **Application of New Technology**

If new technology is to be considered to provide similar services to those offered in this proposal, both parties must agree upon use of the new technology, and agree on any necessary changes to pricing or terms required by application of the new technology.

#### **Final pricing for new location based services**

Certain location based services, including but not limited to Fiber or DS1 based and Voice Services, may include additional monthly or one-time fees based upon the final location for service delivery. All proposed new service sites not specifically named in the final contract, must be reviewed by an NTELOS Sales Engineer and approved by the appropriate NTELOS Director to confirm final pricing.

## Moubray, Iris - moubraim

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**From:** Moubray, Iris - moubraim  
**Sent:** Wednesday, February 24, 2010 9:20 AM  
**To:** 'Joseph, Mike'  
**Cc:** Helmick, Mary - Helmickmw; Frank, Leah Marie - franklm  
**Subject:** RE: JMU RFP Addendum 020210 (2)  
**Attachments:** NtelosContract Form addendum 112009.doc

Mike:

The committee met yesterday and the final scoring selected Ntelos for the contract award. JMU will also accept the 15 year pricing and the contract will be awarded for one year with an option to renew for 14 one (1) year terms. Thanks for the internships and donations offered to JMU.

Prior to sending the contract to Ntelos for signature, I need to address the Services Agreement and the Terms and Conditions documents included in Ntelos response. These documents will be included in the contract as part of your proposal but I am attaching the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form that will need to be signed before I can provide the JMU contract for your signature. Also in case of any conflict, it is understood the Terms and Conditions of the JMU RFP and the COV Contract Form Addendum to Contractor's Form govern.

Once the contract has been signed, all purchases against the contract will be done with an eVA purchase order. Same process as current contracts for the Off Data Circuits.

Iris

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**From:** Joseph, Mike [mailto:josephm@ntelos.com]  
**Sent:** Friday, February 19, 2010 2:05 PM  
**To:** Moubray, Iris - moubraim  
**Subject:** JMU RFP Addendum 020210 (2)

Iris,

Attached is our addendum to RFP M-443. I hope you will find this meets the approval of you and your team as you review the contents and award the contract. I appreciate all your help during this process and look forward to hearing from you soon.

If you have any questions or comments please feel free to contact me at your convenience.

Best regards,

Mike

**COMMONWEALTH OF VIRGINIA AGENCY  
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: Ntelos, Inc.

DATE: February 24, 2010

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

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

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

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

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

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

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

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

AGENCY by \_\_\_\_\_

CONTRACTOR by \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

January09



## Moubray, Iris - moubraim

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**From:** Joseph, Mike [josephm@ntelos.com]  
**S** Wednesday, February 24, 2010 11:03 AM  
**T** Moubray, Iris - moubraim  
**Attachments:** 20100224112756353.pdf

Iris,

Attached is the document you sent with my VP's signature. Please let me know if you need anything else.

I will wait to hear from you on what our next step is.

Thank you again for everything,

Mike

**COMMONWEALTH OF VIRGINIA AGENCY  
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: Ntelos, Inc.

DATE: February 24, 2010

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

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

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

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

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

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

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

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

AGENCY by Iris Moubrey  
Title Buyer Senior  
Printed Name Iris Moubrey

CONTRACTOR by David J. Keller  
Title Senior Vice President  
Printed Name David J. Keller

January09

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