

BROADBAND NETWORK SERVICES AGREEMENT

This Broadband Network Services Agreement (“Agreement”) is made by and between Virginia Polytechnic Institute and State University (“Virginia Tech”) and Sprint (“Contractor”) as of this _____ day of June, 1996. Any and all institutions of higher education, public and private schools, private educational sites, agencies and localities of the Commonwealth of Virginia, up to and including those political subdivisions as recognized in the Code of Virginia, Section 8.01-385(3)iii, are eligible to purchase services under this Agreement at the rates, terms and conditions contained herein.

1. Services.

During this Agreement, Contractor shall provide the services offered by Contractor in its response to the RFP or any addenda to the proposal as accepted by Virginia Tech as described in Appendix A and incorporated herein by reference (“Services”). A partial list of anticipated participating sites is provided in Appendix C of this Agreement.

2. Price.

The prices for the Services shall be as set forth in Appendix B hereto and shall apply to all ordering parties identified in Appendix C.

3. Term.

This Agreement shall become effective upon execution by the parties. However, the Term of the Agreement shall commence upon System Acceptance provided under the terms herein (“Effective Date”). This Agreement shall be in effect for a period of eighty four (84) consecutive months from the Effective Date followed by three (3) twelve (12) month renewals unless either party gives the other at least ninety (90) days advance written notice prior to each twelve (12) month renewal of its intent to terminate this Agreement. Contained within the term of this Agreement is “Phase I” which incorporates, at a minimum, the initial eighteen (18) months.

4. General Agreement Terms and Conditions

4.1 Purchasing Entity/Orders.

Virginia Polytechnic Institute and State University is an agency of the Commonwealth of Virginia. Virginia Polytechnic Institute and State University may also be referred to as Virginia Tech, or the University in this document. Virginia Tech may also be an Ordering Party under this Agreement.

Virginia Community College System is an agency of the Commonwealth of Virginia. Virginia Community College System may also be referred to as the Community Colleges or VCCS. VCCS may also be an Ordering Party under this Agreement.

Old Dominion University is an agency of the Commonwealth of Virginia. Old Dominion University may also be referred to as ODU. ODU may also be an Ordering Party under this Agreement.

Vendor, Offeror, and/or Contractor refers to Sprint.

“Ordering Party” refers to any entity ordering services resulting from this Agreement pursuant to Section 5.17.

“Holder of the Contract.” Virginia Tech is the Holder of the Contract.

4.2 Vendor's Manual

The provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, are hereby incorporated into this Agreement in their entirety.

4.3 Applicable Laws and Courts

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Contractor shall comply with applicable federal, state and local laws and regulations.

4.4 Anti-Discrimination

Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 11-51 of the Virginia Public Procurement Act which provides:

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

a. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities,

except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.5 Ethics in Public Contracting

Contractor certifies that its proposals in connection with this Agreement were made without collusion or fraud and that it has not offered nor received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with such proposals, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.6 Immigration Reform and Control Act of 1986

Contractor certifies that it does not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

4.7 Debarment Status

Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this Agreement, nor is it an agent of any person or entity that is currently so debarred.

4.8 Antitrust

Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular Services purchased by Virginia Tech under this Agreement.

4.9 Payment

4.9.1 To Prime Contractors:

4.9.1.1 Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to each Ordering Party at the payment address shown on the purchase order. All invoices shall show the Virginia Tech contract number and/or Ordering Party purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

4.9.1.2 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. Should a different relationship exist between the Ordering Party and the Party responsible for remittance, the Ordering Party shall provide the appropriate billing information to Sprint prior to installation. Sprint will be the point of contact for all billing issues related to Sprint. All such questions should be directed to the Sprint Customer Service Agent.

4.9.1.3 All goods or services provided under this Agreement or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

4.9.1.4 The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

4.9.2 To Subcontractors:

4.9.2.1 Contractor is hereby obligated to pay the subcontractor(s) within seven (7) days of Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for Services performed by the subcontractor(s) under this Agreement.

4.9.2.2 Contractor is hereby obligated to notify Ordering Party and the subcontractor(s), in writing, of Contractor's intention to withhold payment and the reason. Contractor is

obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated above. The date of mailing of any payment by US Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract. Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Ordering Party.

4.10 Qualifications of Offerors

Ordering Party may make such reasonable investigations as deemed proper and necessary to determine the ability of Contractor to perform the Services and Contractor shall furnish to Ordering Party all such information and data for this purpose as may be requested. Ordering Party reserves the right to inspect Contractor's physical facilities prior to commencement of the Services to satisfy questions regarding Contractor's capabilities. Ordering Party further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Contractor, fails to satisfy Ordering Party that such Contractor is properly qualified to carry out the obligations of this Agreement and to complete the Services/furnish the item(s) contemplated herein.

4.11 Testing and Inspection

Ordering Party reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

4.12 Assignment of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of Virginia Tech.

4.13 Changes to the Agreement

Changes can be made to the Agreement in any one of the following ways:

a) Virginia Tech may order changes within the general scope of the Agreement at any time by written notice to the Contractor. Changes within the scope of the Agreement include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs

incurred as the result of such order and shall give Ordering Parties a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the Agreement, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Agreement. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Agreement or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Agreement shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the Agreement generally.
- b. The parties may agree in writing to modify the scope of the Agreement. An increase or decrease in the price of the Agreement resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the Agreement.

4.14 Taxes

Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax. State Sales and Use Tax Certificates of Exemption, Form ST-12, will be issued upon request. Deliveries against this Agreement shall be free of federal excise and transportation taxes. The Commonwealth of Virginia's excise tax exemption registration number is 54-73-0076K.

4.15 EO/AA Statement

Virginia Tech, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.

4.16 Indemnification

Contractor agrees to indemnify, defend and hold harmless Virginia Tech, Ordering Parties, and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or Ordering Party or failure of Virginia Tech or Ordering Party to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

4.17 Virginia Tech Liability

To the extent permitted by the laws of the State of Virginia, Virginia Tech shall be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed as an express or implied waiver of the sovereign immunity of the Commonwealth.

5. Special Agreement Terms and Conditions

5.1 Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

5.2 Availability of Funds

It is understood and agreed between the parties herein that Ordering Parties shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

5.3 Contract Documents

This Agreement shall consist of this Broadband Network Services Agreement, the Request for Proposal, the signed proposal submitted by Contractor in response to the RFP and any amendments thereto, all of which shall be referred to collectively as the Contract Documents. In the event of a conflict among the Contract Documents, the order of precedence shall be: (i) This Broadband Network Service Agreement; (ii) the Terms and Conditions contained in the general and special terms and conditions in the RFP and amendments thereto; and (iii) Contractor's response to the RFP and any amendments thereto.

5.4 Contract Administration

Upon award of the Agreement, the University shall designate in writing the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable project administration plans. Other University personnel may be designated by the Contract Administrator to assist in the administration of this Agreement.

The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality, and acceptability of the work and shall decide all other questions in connection with the work.

All orders from the University shall be transmitted through the Contract Administrator. However, he/she shall have no authority to approve or order changes in the work which alter the concept or which call for an extension of time or a change in the contract price. Orders from other Ordering Parties will be transmitted through a designated representative of the Ordering Party.

5.5 Drug Free Workplace

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited:

I. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

II. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by Virginia Tech in addition to any criminal penalties that may result from such conduct.

5.6 Conflict of Interest

The Contractor represents to the University that its entering into this agreement with the University does not entail any violation of the Virginia Conflict of Interests Act.

5.7 Certifications

Contractor hereby certifies its compliance with the following:

5.7.1 Virginia Conflict of Interests Act

5.7.2 Virginia Freedom of Information Act

5.7.3 Virginia Fair Employment Contracting Act

5.7.4 Virginia Procurement Act

5.7.5 Federal Immigration Reform and Control Act of 1986.

5.8 Independent Contractor

The Contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this Agreement should be construed as authority for the Contractor to make commitments which shall bind the Ordering Party, or to otherwise act on behalf of the Ordering Party, except as the Ordering Party may expressly authorize in writing.

5.9 Default

In the event Contractor is in breach or default of any of the material terms or conditions of this Agreement and has not taken steps to cure such breach or default within ten (10) days after written receipt of notice from Virginia Tech or other Ordering Party as applicable, then Virginia Tech or other Ordering Party as applicable may during the period in which the default remains uncured (or, if longer, the period of the alternative procurement contract, provided that it is as short as commercially practicable under the circumstances), procure from other sources substantially similar services and hold Contractor responsible for any resulting additional reasonable and necessary purchase and administrative costs; provided, however, that Virginia Tech or other Ordering Party as applicable shall first consult in good faith with Contractor. This remedy shall be in addition to any other remedies which Virginia Tech or other Ordering Party as applicable may have. If Virginia Tech or other Ordering Party as applicable terminates hereunder, the Ordering Party shall promptly pay Contractor for Services performed and which have been accepted by Ordering Party prior and up to the date of termination. Contractor shall not be in default of this Agreement so long as the default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of both Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

5.10 Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission or through a program of self insurance. during the period of the Agreement, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

I. Worker's Compensation - Statutory requirements and benefits.

II. Employers Liability - \$100,000.00

III. General Liability - \$500,000 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to

goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

IV. Automobile Liability - \$500,000.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

5.11 Viability Offeror

Evidence of the continued solvency and viability of the Contractor may be required by the University. At any point during the contracting process the University may seek assurances of the Contractor's solvency.

5.12 Inspection/Latent Defects

All Products are subject to inspection and test. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after acceptance has occurred. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

5.13 Infringement Actions

5.13.1 Contractor, at its own expense, shall defend any suit brought against Virginia Tech or an Ordering Party for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's, or Virginia Tech or an Ordering Party's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify

Virginia Tech or an Ordering Party, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

5.13.2 The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Ordering Party may, at its option and expense, participate in the defense of the suit.

5.13.3 The Contractor shall not be required to indemnify Virginia Tech or an Ordering Party for liability arising solely out of Virginia Tech or an Ordering Party's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

5.13.4 If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to Virginia Tech or an Ordering Party, or at Contractor's option and expense, may obtain the right for Virginia Tech or an Ordering Party to continue the use of such Product or Service.

5.13.5 If the use of such equipment or software by Virginia Tech or an Ordering Party is prevented by permanent injunction or by Contractor's failure to procure the right for Virginia Tech or an Ordering Party to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount Virginia Tech or an Ordering Party has paid Contractor under this Agreement, less one and one half (1 1/2) percent of the total paid for each month of use by Virginia Tech or an Ordering Party. This obligation is in addition to the obligations in the foregoing paragraphs of this Section.

5.14 Breach

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the University) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails

to provide a written response to the University's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement so long as its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the University may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. No waiver of, or consent to, any breach shall be effective unless expressly made in writing and signed by the waiving or consenting party's duly-authorized representative.

5.15 Buy Outs - Third Party Acquisition

Contractor shall promptly notify the Computer Purchasing Office in the event that the intellectual property in or business associated with any Product or Service covered by this Agreement is acquired by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related services shall not be affected in such event identified above even if the successor or assignee already has an agreement with the University covering products and services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the University's benefit the assignee's agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment.

5.16 Negotiated Procurement - Multiple Contracts

New services may be added at any time during the Agreement at mutually agreeable prices, terms, and conditions.

Sprint agrees that for Phase I (18 Months), the pricing provided covers the ability to upgrade the backbone in bandwidth and switching equipment to the required capacity without a change of price in Appendix B. At the end of Phase I either party may petition the other for upgrading the backbone for the period from the eighteenth (18th) to the twenty fourth (24th) month.

After twenty four (24) months and continuing at intervals of twelve (12) months throughout this Agreement, either party may petition the other for the amendment of rates, terms, and conditions described in this Agreement including a possible transition from the private network solution to Sprint's public ATM. Sprint shall be obligated to provide a continual and good faith effort to ensure that the services and obligations described herein are provided in a timely, reliable fashion, and that the rates are at or below competitive and comparable rates for comparable services.

Virginia Tech may consider an offer for statewide end-to-end services from Sprint, including network management, carrier access, local access, and related services and may designate Sprint as the service provider if the offer is better than the offer for equal services as determined by Virginia Tech, in its sole discretion, from the then current provider of these services. Failure to reach closure on any such amendments does not terminate or abbreviate the rates, terms, and conditions herein.

5.17 Orders

Under this arrangement, the contract will be held by Virginia Tech. Any and all institutions of higher education, public and private schools, private educational sites, agencies, and localities of the Commonwealth of Virginia, up to and including those political subdivisions as recognized in the Code of Virginia, Section 8.01-385(3)iii, are eligible to purchase services under this Agreement at the rates, terms, and conditions contained herein.

Ordering Parties may order services by issuing a purchase order against this Agreement so long as the purchase order requests services covered by this Agreement and Contractor's response to the RFP. Invoices resulting from such ordered services shall be submitted directly to the Ordering Party. Virginia Tech shall not be held liable for payment for services ordered by other Ordering Parties. Each such Ordering Party shall be bound by the terms and conditions of this Agreement.

New sites may be added to this agreement prior to system acceptance if mutually agreed to by the Contractor and Virginia Tech.

Any Ordering Party may cancel an order after thirty six (36) months of service with no cancellation fee. Any Ordering Party may cancel an order before the end of this Agreement term after twenty four (24) months of service. Should an Ordering Party terminate after twenty four (24) months of service but before the end of thirty six (36) months of service, the Ordering Party shall pay a cancellation fee equivalent to the rate of three (3) months of the service then subscribed to.

5.18 Limitations of Liability

Sprint's liability for any losses or damages which arise out of or in connection with the products or services to be provided under this Agreement, whether the claim is in contract or otherwise, shall not exceed the gross amount paid by all users to Sprint during the preceding twelve (12) month period. Notwithstanding the foregoing, nothing contained herein shall limit Sprint's liability for injury and damage, to person or property caused by Sprint's negligence or tortious acts while on the premises of Ordering Party.

6. System Acceptance

6.1 Overview

System acceptance by the Ordering Party will be constituted by approval following completion of the scope of work contained in RFP Section 1.2, "Scope of Work" by the CONTRACTOR.

A system acceptance test will be performed no sooner than 14 days after the initial 5 sites identified in the RFP are fully interconnected and operational and will be completed within 30 days from commencement. This 14 day delay will enable the Ordering Party to differentiate between initial system operational problems resulting from insufficient experience and legitimate system problems which will necessitate attention, correction, and resolution.

Acceptance will not be unreasonably withheld nor unreasonably denied and notice of acceptance or non-acceptance will be given to the CONTRACTOR within 15 days after completion of the acceptance testing.

The billing period will commence 48 hours after Sprint's official notification to the Ordering Party that the network is ready for system acceptance of the equipment and services listed in Section 8.1 of this Agreement. Interoperability of these components with

hardware or software not supplied by Sprint will not be the basis for non-acceptance or conditional acceptance. Payment will be contingent upon successful system acceptance or determination that the failure is not attributable to Sprint provided services. For Phase I, interoperability problems specifically associated with the FORE Systems ATM switches will not be attributable to Sprint.

The outcome of the system acceptance process can be any of the following:

- Acceptance
- Non-acceptance
- Conditional Acceptance

Conditional Acceptance is defined as an acceptance of the system by the Ordering Party pending resolution of a number of insignificant problems within a time frame mutually agreed upon by both parties. If the problems are corrected within the specified time limit, the system is accepted; otherwise it is rejected. At the option of the Ordering Party, a second conditional acceptance may be engaged.

6.2 Acceptance Criteria

The services contracted for will not be accepted if any portion fails to meet all the acceptance criteria described below at the time of system acceptance, unless Ordering Party) determines in its sole discretion that the deviations from these criteria are so minor that Ordering Party may grant a conditional acceptance.

For additional circuits, acceptance will begin upon the installation, interconnection and operation on a per circuit basis. A period greater than 14 days and less than 30 days will be used for acceptance testing. Billing begins on the Sprint order completion date.

Testing will be conducted to measure system conformance to ATM Forum and other specifications which have been generally accepted and implemented by the industry. Sprint and the Ordering Party will certify full standards based interoperability. Initially the following standards based capabilities of the FORE Systems ASX-200BX ATM switch will be supported:

- UNI 3.0
- PNNI-0 (IISP)
- PVCs - point to point
- PVCs - point to multipoint
- PVPs - virtual path switching

- SVCs - point to point
- SVCs - point to multipoint

Additional circuits will continue to maintain standards based interoperability.

Acceptance tests will include verification of maintenance methods and procedures.

6.3 Treatment of Non-Acceptance

Within 15 days after the completion of the acceptance testing, the Ordering Party will provide notification of acceptance, conditional acceptance, or non-acceptance to the CONTRACTOR.

In case of conditional acceptance or non-acceptance, the Ordering Party will provide the reasons for conditional acceptance or non-acceptance of the system.

In the event of non-acceptance, the CONTRACTOR will initiate corrective action and present the network for full acceptance testing once the identified deficiencies have been corrected. The Ordering Party may elect to retest only the failed parameters or require a full retest of the network. The Ordering Party will attempt to schedule this activity no later than 30 days after presentation by Contractor for retesting.

In the event of a conditional acceptance, the CONTRACTOR will initiate corrective action and present the network for acceptance testing once the identified deficiencies have been corrected. The Ordering Party will retest only the failed parameters. The Ordering Party will attempt to schedule this activity no later than 30 days after presentation by Contractor for retesting.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement effective as of the day and year first above written.

**VIRGINIA POLYTECHNIC INSTITUTE AND
STATE UNIVERSITY**

SPRINT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A
Description of Service for Virginia Tech
(Adapted from Section 8 of Sprint Response to RFP)

8.0 Scenario for WAN Private Network Infrastructure

Sprint will provide a private network solution for the initial phase of the Virginia Broadband Network. Sprint's solution will deliver interlata ATM connectivity, ATM accessible Internet gateway services, a public ATM network gateway service, and alternative access options for connectivity.

8.1 Private Network Description

Sprint's proposed private backbone network includes the following components:

- FORE Systems ASX-200BX Backbone Switches Located in Sprint POPs in a Mesh Configuration with Diverse Routing
 - Roanoke POP
 - Richmond POP
 - Washington DC POP
 - Interface cards as required for the backbone links and the local access connections
 - Latest release, (or release specified by Virginia Tech), of FORE Systems software and firmware
 - Switches and associated equipment located at Sprint POPs will be provided with UPS, environmental control, and physical security.
- Private ATM Gateway to Sprint Public IP Network
 - DS-3 bandwidth
 - Cisco 7000 Series Router Located in the Washington DC POP
 - AIP Interface card
 - HSSI Interface card
 - IP software for 7000 series router
 - Sprint will provide Class C addresses to those locations requiring IP address changes
 - Upon request from VCCS, Sprint will maintain subnet routes for VCCS within SprintLink so that VCCS may take advantage of dual homing the private ATM gateway with their existing connection to SprintLink. VCCS will use BGP-4 peering configuration in consultation with SprintLink Engineering to allow this multi-homing arrangement.
 - Sprint will provide primary DNS, secondary DNS, newsfeed, and support MBONE feed services

- Sprint will support BGP-4 parameters to allow a multihomed customer to select a preferred link. These customers will use BGP-4 peering configuration in consultation with SprintLink Engineering to allow this multi-homing arrangement.
 - This private ATM Internet Gateway will be dedicated for use by the Virginia Broadband Network. Virginia Tech will establish an Acceptable Use Policy for this Internet Gateway.
- Private ATM Gateway to Sprint's Public ATM Network
 - DS-3 bandwidth
 - Initial Backbone Links Between FORE Switches
 - DS-3 between Washington DC and Richmond
 - DS-3 between Washington DC and Roanoke
 - OC-3 between Roanoke and Richmond
 - All links are provisioned over the Sprint Network's SONET OC-48 four-fiber bi-directional line switched ring
 - Initial Links Between FORE Switches and POPs Serving LEC Hubs
 - DS-3 between Washington DC and LATA 236
 - DS-3 between Roanoke and LATA 927
 - OC-3 between Richmond and LATA 252 (Norfolk POP)
 - OC-3 between Roanoke and LATA 244
 - Sprint will provide links between FORE backbone switches and Sprint POPs in each LATA for purposes of connecting LEC ATM Hubs or direct customer connections. These will be provided as required statewide and will be sized to match the access links of the LEC ATM Hubs or direct connections.

Minimum POP Locations

LATA	City	Street Address	NPA	NXX	ZIP	Access	CLLI
928	CHARLOTTESVILLE	845 ESTES ST.	804	971	22903	OC3c	CHVLVAXADS0
929	EDINBURG	124 S. MAIN ST.	540	984	22824	DS3	EDBGVAXADS0
246	FREDERICKSBURG	433 SUMMIT ST.	540	371	22401	OC3c	FRBGVAFBDS0
246	WINCHESTER	799 FAIRMONT AVE.	540	667	22601	DS3	WNCHVAWCCG0
927	HARRISONBURG	105 NEWMAN AVE.	540	432	22801	DS3	HRBGVAXADS0
250	LYNCHBURG	375 W. RUTHERFORD ST.	804	522	24501	OC3c	LYBGVACHCG0
236	MANASSAS	9505 MADISON AVE.	703	257	22110	OC3c	MNSSVAXADS0
252	NEWPORT NEWS	403 UNION ST.	804	244	23607	OC3c	NWNWVAHUCG0
252	NORFOLK	203 GRANBY MALL	804	455	23510	DS3	NRFLVABLDS0
252	NORFOLK /COX	TBD	804			OC3	
236	RESTON	11876 SUNRISE VALLEY RD.	703	391	22090	DS3	RSTNVAFMCG0
248	RICHMOND	1021 N. 17TH ST.	804	782	23119	OC3c	RCMDVAGRCG0
244	VINTON	330 HIGHLAND AVE	540	342	24179	OC3c	RONKVALKCG0
236	Washington, D.C.	1050 Connecticut Ave NW	202	872	20036	OC3c	WASHDCMTDS0
956	WYTHEVILLE	175 S. FIRST ST.	540	228	24382	DS3	WYVLVAXADS0

- ATM Access Methods

- T-1 UNI/NNI
- 6 Mb (4xT-1) UNI/NNI
- DS-3 UNI/NNI
- OC-3 UNI/NNI

Sprint will work with Virginia Tech to set up the initial configuration of all network components based upon user requirements.

- Sprint will supply sufficient interface cards at the backbone switch locations to terminate all required connections. The following interfaces are available:

<u>Interface Card</u>	<u>Number of Ports</u>
OC-3	4
DS-3	4
6 Mb (4 T-1s)	4
T-1	6

- Sprint's offer also provides for the use of alternate access methods. The following outlines the access methods available:
 - Frame Relay
 - Dedicated Connection
 - Dial Connection (SW56 or ISDN)
 - IP Access
 - Dedicated SprintLink connection
 - Sprint public dial IP access
 - SprintLink on Campus

- Sprint will be responsible for the monitoring and maintenance of all backbone links including equipment located in Sprint POPs. Sprint will contract with FORE and Cisco for all hardware maintenance for equipment located in Sprint POPs.

8.2 Network Capacity Management

Virginia Tech has specified the Virginia Broadband Network will be used to carry voice, video, and data. The three Fore backbone switches will be under Virginia Tech's control for the duration of Phase I or until it is jointly agreed that it is advantageous to the project to relocate the switch management. Sprint will use the following methodology to size the backbone links between these switching nodes and the switch components.

Sprint will provide automatic upgrades to network components based on Sprint's continual monitoring as described below. Capacity shortages and other capacity problems identified by Virginia Tech will be received by Sprint's Service Manager who will acknowledge receipt within 24 hours and resolve within 30 days.

Because the type and volume of traffic is unknown at this time, this document will serve as a general guideline in the upgrading of the private network backbone links.

- Anomalous events such as network outages will be factored out of the calculations.
- The backbone links will not be decreased in size without explicit concurrence from VT.
- Sprint will determine when backbone links will be increased.

Sprint currently uses a sizing methodology on its public backbone data networks that uses peak utilization measurements. Sprint specifies the peak traffic will utilize no more than 70% of the backbone bandwidth.

Sprint proposes to use the same type of calculation to correctly predict when the backbone links need upgrading.

We will apply that calculation as applicable for ATM networks to the Virginia Broadband Network backbone in the following manner:

1. Sprint will be given read access to the backbone switch data to gather ongoing network traffic statistics.
2. Measurement will be on a calendar month basis. Only business days will be used for the calculation unless it is determined that the Virginia Broadband Network has significant traffic on weekends.
3. Data for peak utilization on a per link basis will be collected. Peak utilization hour will be determined using actual traffic. The peak utilization percentage will be measured.
4. The peak utilization for the calendar month will be determined by averaging the daily peak utilization across the number of business days.
5. Data for a particular day will be discarded if 1) a significant network event caused anomalies in the traffic for the peak hour, 2) a error in virtual circuit establishment caused anomalous data, 3) peak utilization could not be determined due to data collection errors or problems, 4) The weekday is a holiday, inclement weather closure, or school vacation period, or 5) any other daily event agreed to by Sprint and Virginia Tech.

6. Up to 5 days may be excluded per month before Sprint considers the sample size to be too small for reliable backbone sizing.

7. Sprint would consider peak utilization on adjacent backbone links before upgrading a backbone link. This is to ensure existing network capacity is efficiently employed before adding additional network assets.

For connections to LEC Hubs, Sprint will provide an appropriate ATM interface on a backbone switch and extend a connection to the designated Sprint POP. This interface and connection will match the scaling of the loop extensions between Sprint POPs and LEC facilities with the understanding that those extensions will be provided, sized, and managed by the Vision Alliance. Upon notification by the Vision Alliance that a loop extension will be adjusted in capacity, Sprint will acknowledge receipt of the notification within twenty four (24) hours and will complete all work necessary to perform the adjustment within 90 days. Sprint will cooperate fully with the Vision Alliance for interconnection, testing and fault resolution of loop extensions.

8.3 NETWORK MANAGEMENT

For the term of the Agreement, Sprint will maintain responsibility for performance monitoring and maintenance of the ATM, Frame Relay, and Internet services as described in Proposal sections 7.1.3.2, 7.1.3.2.1, 7.1.3.2.2, and 7.1.3.2.3. Sprint will provide a toll free 800-number for reporting network problems providing coverage twenty-four (24) hours a day, seven (7) days a week. Sprint will serve as a single point of contact for trouble reporting and service restoration coordination and will provide a four (4) hour mean time to repair objective for Sprint services.

During the private network phase, Virginia Tech will manage the configuration of the three FORE System switches located in Washington DC, Richmond, and Roanoke, and the Cisco router in Washington DC. This will include the capability to establish PVCs, SVCs, SPVCs and LAN emulation over ATM.

Sprint will supply FORE internetworking software for the ASX-200BX switches which will allow Virginia Tech to perform configuration and troubleshooting. Virginia Tech will supply the network management workstation and software running on that device. Virginia Tech will configure the ATM network in such a way as to provide in-band connections from the network management workstation to each FORE Systems backbone switch.

Sprint will provide out-of-band capabilities via modems attached to the FORE Systems switches. Sprint will provide analog modems at 28.8 kbps [Modems must be powered by the business line or the serial port of the equipment. Sprint will provide equipment that satisfies those parameters at 28.8 kbps if possible. Otherwise a 14.4 modem will be substituted.] with an associated business line at each site. Virginia Tech will configure access at each site to allow Sprint and FORE Systems unique log-ons for purposes of troubleshooting and data collection.

Sprint will provide out-of-band capabilities via modem attached to the Cisco router. Sprint will provide an analog modem at 28.8 kbps [Modems must be powered by the business line or the serial port of the equipment. Sprint will provide equipment that satisfies those parameters at 28.8 kbps if possible. Otherwise a 14.4 modem will be substituted.] with an associated business line at the site. Virginia Tech will configure access at the router site to allow Sprint and Cisco unique log-ons for purposes of troubleshooting and data collection.

Sprint will supply Cisco IP software for the Cisco 7000 series router which will allow Virginia Tech to perform configuration and troubleshooting. Virginia Tech will supply the network management workstation. Sprint will supply one (1) copy of CiscoWorks from the table listed below. Virginia Tech will configure the ATM network in such a way as to provide in-band connections from the network management workstation to the Cisco 7000 series router.

<u>Description</u>	<u>Product Number</u>	
CiscoWorks 3.0.1 for	HP OpenView HP-UX	CW-3.0.1-OVH
CiscoWorks 3.01 for	HP OpenView on SunOS	CW-3.0.1-OVS
CiscoWorks 3.0.1 for	SunNet Manager (SNM)	CW-3.0.1-SNM

8.5 Ordering

Sprint will provide a single point of contact for the ordering and installation of Sprint services provided under this Agreement. All services ordered from this Agreement will be directed to the Sprint Account Manager. As mutually agreed upon by Virginia Tech and Sprint, an order may be completed by the Ordering Party and mailed, faxed or electronically communicated to the Sprint Account Manager.

Receipt of the service request will be acknowledged within twenty four (24) hours and the appropriate provisioning information will be confirmed using one of the aforementioned mediums. Information such as access line speed, due dates, installation and termination locations, charges and fees will be included in this correspondence. Upon receipt and acceptance of a complete order package the standard service intervals listed below will apply where facilities are available. Where facilities are not available, individual installation intervals may apply.

Service	Installation Interval
All services	90 days

Should Sprint ATM service previously exist at a location and an upgrade in access line speed or the addition of a new facility be requested, reduced intervals may be negotiated by the Ordering Party.

Appendix B - Pricing

To meet the customers need for flexibility relative to the number of ports that will be purchased Sprint is pleased to offer the following ATM port pricing structure:

**Table B-1 LEC Subscriber Hub
Port Fee – Per Month**

Port Speed	Less than 15	15 - 24	25 and over
DS1	\$1,625	\$825	\$650
4xT1	\$2,092	\$1,199	\$975
DS3	\$2,598	\$1,762	\$1,537
OC3	\$5,734	\$5,248	\$5,023

Quantities required to reach discounts will be aggregated across ports speeds. Once minimum quantities are met based on installation dates for the qualifying connections, all sites will be adjusted to the applicable price band. For example, if the network should expand to include two OC3 sites, ten DS3 sites, and three DS1 sites, ALL sites would be adjusted to the 15-24 price band.

Sprint's prices are submitted with the understanding that the resultant Agreement ensures that Sprint will be made aware of all end user locations by the contracting officer.

The port prices above are specifically for the Virginia Broadband Network and should not be considered applicable to Sprint's public ATM services.

At the time that the VA private network migrates to Sprint's public ATM service, Sprint will transfer the private network backbone switches (Fore system switches) to VA Tech at the net unrecovered cost. The backbone switches will be amortized over an 18 month period.

Pricing Option Menu

As outlined in our technical response, Sprint has proposed numerous options for connectivity to the wide area broadband network. Listed below is a menu of services available and their associated costs.

Internet Connectivity

Option 1. Dedicated connections from individual locations

Speed (Kbps)	Port Install	Port Monthly Charge	Local Access Install (1)	Local Access Monthly Charge (1)
9.6	Waived	\$320	Waived	*
19.2	N/A	N/A	N/A	*
56/64	Waived	\$640	Waived	*
128	Waived	\$832	Waived	*
256	Waived	\$960	Waived	*
384	Waived	\$1,088	Waived	*
512	Waived	\$1,280	Waived	*
640	Waived	\$1,536	Waived	*
T1	Waived	\$1,650	Waived	*

* Local access is determined on a location by location basis as priced by the LEC or Alternate Access Vendor

Option 2. SprintLink on Campus

Virginia SprintLink On Campus Pricing and Commission Program

1. This commission is based upon the individual campuses SprintLink On Campus revenue.

Monthly Campus Revenue	Campus Commission
\$0-\$20,000	3.0%
\$20,001-\$40,000	3.5%
\$40,001-\$75,000	4.0%
\$75,001-& Up	4.5%

2. This commission is based upon the total number of Virginia campuses that sign up for SprintLink On Campus.

Number of Campuses	Campus Bonus Commission
1-4	1.0%
5-8	1.5%
9-15	2.0%
16-20	2.5%
21	3.0%

Cost Sheet

The monthly subscription for a SprintLink On Campus account is \$13.00. This amount includes 50 free hours each month. Additional hours over the 50 free hours will be billed at \$.50 per hour. Unused hours may not be carried over to subsequent months.

Each participating campus may choose the length of the subscription period required for their campus provided the minimum subscription period is at least one month. Subscription periods may be tailored to match each campus quarter or semester schedule, i.e., 3 month quarters or 4.5 month semesters.

For example, the cost for 6 hours of access per day 30 days a month which equals 180 hours of usage per month is \$78.00. The cost for unlimited usage 24 hours per day for 30 days a month which equals 720 hours per month of uninterrupted usage equals \$348.00.

Campus subscriptions are available at \$11.50 per month per account which included 50 free hours of access per month and are sold in blocks of 50 accounts. Additional hours over the 50 free hours per month will be billed at \$.50 per hour. Unused hours may not be carried over to subsequent months.

	Initial 50 Hours (per month per user)	Each Additional User Hour
Campus subscription(1)	\$575.00	\$0.50
Individual subscription	\$13.00	\$0.50

(1) Campus Subscriptions are sold in blocks of 50 accounts at \$11.50 per account per month.

Option 3. Sprint Public Dial Access

Sprint is not currently offering Public Dial Access connectivity. However it is anticipated by 2nd Qtr. 1996. Pricing will be competitive with other public dial offerings.

ATM Gateway Connectivity

Flat Rate Option

Sprint's pricing consists of a flat rate for PVC's based on bandwidth. This charge applies for connectivity to other ATM networks.

PVC Bandwidth (one-way) - MRC	
64 kbps VBR	\$30
1 Mbps VBR	\$340
64 kbps CBR	\$96
1 Mbps CBR	\$864
PVC Install	Waived

VBR PVC Bandwidth Volume Discounts

Sprint is pleased to offer the following per-port volume discounts on monthly VBR Bandwidth charges:

When monthly VBR PVC Bandwidth charges per port are between:	This discount may be applied to the VBR PVC Bandwidth charges:
\$2,000 and \$3,999	7%
\$4,000 and \$6,399	12%
\$6,400 and \$9,999	18%
\$10,000 +	23%

Frame Relay Connectivity

	Access Channel Install Charge	Access Channel Monthly Charge	Local Access Install Charge	Local Access Monthly Charge
56K/64Kbps	Waived	\$163	Waived	ICB
112/128Kbps	Waived	\$284	Waived	ICB
168/192Kbps	Waived	\$344	Waived	ICB
224/256Kbps	Waived	\$396	Waived	ICB
280/320Kbps	Waived	\$472	Waived	ICB
336/384Kbps	Waived	\$564	Waived	ICB
392/448Kbps	Waived	\$620	Waived	ICB
448/512Kbps	Waived	\$688	Waived	ICB
504/576Kbps	Waived	\$752	Waived	ICB
560/640Kbps	Waived	\$792	Waived	ICB
616/704Kbps	Waived	\$820	Waived	ICB
672/768Kbps	Waived	\$856	Waived	ICB
784/896Kbps	Waived	\$1,012	Waived	ICB
896/1.024Kbps	Waived	\$1,100	Waived	ICB
1.120/1.280Kbps	Waived	\$1,276	Waived	ICB
1.344/1.536Kbps	Waived	\$1,440	Waived	ICB

Customer may select channel speeds based on Nx56K or Nx64K, depending on LEC availability. Local Access priced on an Individual Case Basis.

Frame Relay PVC

CIR (Kbps)	Monthly Charge	Installation
Burst Express		
0	\$92	Waived
Burst Express Plus		
19.2	\$120	Waived
38.4	\$144	Waived
56/64	\$168	Waived
128	\$328	Waived
192	\$488	Waived
256	\$648	Waived
320	\$808	Waived
384	\$968	Waived
448	\$1,128	Waived

512	\$1,188	Waived
576	\$1,448	Waived
640	\$1,608	Waived
704	\$1,768	Waived
768	\$1,928	Waived
832	\$2,088	Waived
896	\$2,248	Waived
960	\$2,408	Waived
1,024	\$2,568	Waived

Two types of PVC service levels allow customers to tailor services to meet their specific application requirements -- Burst Express, and Burst Express Plus. Burst Express PVC's (zero CIR) allow the customer to burst up to their access channel speed with high Data Delivery Rate. Burst Express allows customers to truly capitalize on one of Frame Relay's greatest advantages: the ability to burst data and capture bandwidth on demand. Burst Express Plus PVC's provide the same capabilities of Burst Express, except Sprint reserves a minimum committed information rate (CIR) across the network. Nineteen different Burst Express Plus CIR's are available. Burst Express Plus provides added "insurance" that mission critical information will be delivered.

Frame Relay to ATM Gateway

The Frame Relay to ATM Gateway charge equals one PVC charge at the appropriate access speed referenced in the above Frame Relay PVC table.

Appendix C- A Partial List of Participating Sites

<u>Name</u>	<u>Location</u>	<u>Type</u>
SW Higher Ed Center	Abingdon	University
Virginia Highlands	Abingdon	Community College
Southside Virginia Christianna Campus	Alberta	Community College
Northern Virginia Alexandria	Alexandria	Community College
Northern Virginia Annandale	Annandale	Community College
Mountain Empire	Big Stone Gap	Community College
Virginia Tech	Blacksburg	University
Southern Piedmont Agricultural Research Center	Blackstone	University
Buckingham High School	Buckingham County	High School
Randolph Henry High School	Charlotte Courthouse	High School
Piedmont Virginia	Charlottesville	Community College
Tidewater Chesapeake Campus	Chesapeake	Community College
John Tyler Chester Campus	Chester	Community College
Christiansburg High School	Christiansburg	High School
New River CC	Christiansburg	Community College
Dabney Lancaster	Clifton Forge	Community College
Reynolds Homestead Forest Resources Research Center	Critz	University
Danville	Danville	Community College
Dinwiddie High School	Dinwiddie County	High School
New River Community College	Dublin	Community College
Greenville County	Emporia	High School
Southside CC	Emporia	Community College
NOVA Graduate Center	Falls Church	University
Longwood	Farmville	College
Prince Edward HS	Farmville	High School
Paul D. Camp Franklin Campus	Franklin	Community College
Germanna CC	Fredericksburg	Community College
Southwest Virginia Agricultural Experiment Station	Glade Spring	University
Rappahannock Glens Campus	Glens	Community College
JSR Western Campus	Goochland	Community College
Virginia Consortium of Engineering and Science Universities	Hampton	University
Virginia Seafood Agricultural Experiment Station	Hampton	University
Thomas Nelson	Hampton	Community College

Southside Virginia John Daniel Campus	Keysville	Community College
Brunswick Academy High School	Lawrenceville	High School
Marion du Pont Scott Equine Medical Center	Leesburg	University
Germanna	Locust Grove	Community College
Central Virginia	Lynchburg	Community College
Northern Virginia Manassas	Manassas	Community College
Occoquan Watershed Monitoring Laboratory	Manassas	University
Patrick Henry	Martinsville	Community College
Eastern Shore	Melfa	Community College
Middleburg Agricultural Experimental Station	Middleburg	University
Lord Fairfax Middletown Campus	Middletown	Community College
John Tyler Midlothian Campus	Midlothian	Community College
John Tyler CC	Midlothian	Community College
Old Dominion University	Norfolk	University
Tidewater Norfolk Campus	Norfolk	Community College
Nottoway Senior High School	Nottoway County	High School
Northern Piedmont Agricultural Experiment Station	Orange	University
Eastern Shore Agricultural Experiment Station	Painter	University
Tidewater Portsmouth Campus	Portsmouth	Community College
Radford	Radford	University
Southwest Virginia	Richlands	Community College
JSR/ODU/Va Tech	Richmond	Community College
JSR Parham Road Campus	Richmond	Community College
J. Sargeant Reynolds	Richmond	Community College
VCU	Richmond	University
Virginia Western Community College	Roanoke	Community College
Roanoke Valley Graduate Center	Roanoke	University
Hotel Roanoke	Roanoke	University
Shawsville High School	Shawsville	High School
Bluestone High School	Skipwith	High School
Halifax County High School	South Boston	High School
Parkview High School	South Hill	High School
Shenandoah Valley Agricultural Research Center	Steele's Tavern	University
Northern Virginia Loudoun	Sterling	Community College
Tidewater Agricultural Research Center	Suffolk	University
Paul D. Camp Suffolk Campus	Suffolk	Community College
Lunenburg Central Senior High School	Victoria	High School

Tidewater Va Beach Campus	Virginia Beach	Community College
Hampton Roads Graduate Center	Virginia Beach	University
Hampton Roads Agricultural Research Center	Virginia Beach	University
Lord Fairfax Fauquier Campus	Warrenton	Community College
Rappahannock Warsaw Campus	Warsaw	Community College
Eastern Virginia Agricultural Research Center	Warsaw	University
Blue Ridge CC	Waynesboro	Community College
Blue Ridge Community College	Weyers Cave	Community College
Thomas Nelson CC	Williamsburg	Community College
Alson H. Smith, Jr. Agricultural Research Center	Winchester	University
Northern Virginia Woodbridge	Woodbridge	Community College
Wytheville	Wytheville	Community College

NOTE: This list does not represent all of the sites and localities that will be considered as the project develops and may not reflect all the sites identified in the RFP.