



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract Number: C1300023

This Contract entered into this 8th day of May, 2013, by Citizens Telephone Cooperative Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Radford University, called the "Purchasing Agency".

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

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

**PERIOD OF PERFORMANCE:** From May 8, 2013 through May 7, 2028 with two (2) five-year renewal options.

The Contract Documents shall consist of:

- 1) This signed Contract form;
- 2) The following portions of the Request for Proposal (RFP R13-050) dated March 29, 2013:
  - a. The Statement of Needs,
  - b. The General Terms and Conditions,
  - c. The Special Terms and Conditions
- 3) The Contractor's Proposal dated April 16, 2013 and the following negotiated modifications to the Proposal:
  - a. Revised Pricing
  - b. Revised Commercial Services Agreement
  - c. Revised Service Level Agreement
- 4) The Summary of Negotiations

All of which documents are incorporated herein.

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

**CONTRACTOR:** Citizens Telephone Cooperative Inc.

**PURCHASING AGENCY:** RADFORD UNIVERSITY

Print Name: Robert Weeks

Print Name: ~~Teresa Anders~~ Pamela P. Simpkins

Title: EVP Business Development

Title: Associate Director, Procurement and Contracts

Signature: Robert Weeks

Signature: Pamela P Simpkins

Date: 5/8/13

Date: 5/10/2013

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**Attachment B – Contractor Proposal dated April 16, 2013**

**Contract # C1300023**

**Awarded from RFP # R13-050 for Broadband Internet**



Proposal to

## Radford University

April 16, 2013  
(Pricing good for 60 days)

Prepared by:  
**Robert Weeks**  
EVP Business Development  
(540) 745-9559  
robertweeks@citizens.coop



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**REQUEST FOR PROPOSAL  
RFP # R13-050**

**ISSUE DATE:** March 29, 2013

**TITLE:** Radford University Broadband Internet  
**COMMODITY CODE:** 83800; 91551; 91579;  
**ISSUING AGENCY:** RADFORD UNIVERSITY  
 Procurement and Contracts  
 David E. Armstrong Complex, 501 Stockton St.  
 Post Office Box 6885  
 Radford, VA 24142-6885

**AGENCY WHERE WORK  
WILL BE PERFORMED:** Radford University, Radford, VA.

**PERIOD OF PERFORMANCE:** Two years upon execution of contract with an additional 8 one- year renewal options

**SEALED PROPOSALS DUE DATE/TIME:** April 11, 2013 up to 2:00 PM. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.

All Questions should be received by the Department of Procurement and Contracts no later than April 9, 2013, 2:00pm:

**QUESTIONS/INQUIRIES:** E-mail all inquiries for information to: obussey@radford.edu

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in SECTION XI, Pricing Schedule.

Legal Name and Address of Firm (Please Print):

Citizens Telephone Cooperative		Date: 4/16/2013	
P.O. Box 137		Signature: <i>Robert Weeks</i>	
220 Webbs Mill Road		Print Name:	Robert Weeks
Floyd, VA 24091		Title:	Executive VP Business Development
FEI/FIN/SS No.:		Telephone:	540-745-9559
eVA Vendor ID or DUNS No.:	VS0000058759	Fax:	540-745-3791
		Email:	robertweeks@citizens.coop

Check all that apply:  Corporation  Partnership  Proprietorship  Individual  
 Woman-Owned  Minority-Owned  Small Business  
 Department of Minority Business Enterprise (DMBE) Certification No. and Expiration Date:  
 ([www.dmbc.virginia.gov](http://www.dmbc.virginia.gov)) for additional information.

*Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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.*

RFP # R13-050  
Broadband Internet

**ADDENDUM NO. 001 TO ALL OFFERORS:**

Reference – Request For Proposal:	RFP # R13-050
Commodity:	Radford University Broadband Internet
Dated:	March 29, 2013
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	April 11, 2013 Changed to 4/16/13; 2:00pm

**DUE DATE AND HOUR HAVE BEEN CHANGED TO: APRIL 16, 2013; 2:00PM**

The following questions have been asked concerning the subject RFP.

- Question:** Section III.A – Statement of Needs, Detailed Needs: Can you provide the specific address for the diverse connection between Radford and VT?  
**RU Reply:** RU intends to establish a connection to Virginia Tech network. If the vendor is able to provide a connection to the Andrews Information System Building (1700 Pratt Drive, Blacksburg VA) this would be preferred. If the vendor is unable to provide a direct connection to this location, RU would like a connection to a location at the edge of the Virginia Tech campus that is accessible by existing VT fiber. Any of the listed locations at RU would be acceptable with 501 Stockton Street being the preferred location
- Question:** Section III.B – Statement of Needs, Possible Connection Locations: any of the 3 locations are feasible for delivery of the 500 Mbps Internet service – any preference?  
**RU Reply:** The preferred location for the Internet connection is:  
 Jefferson Hall, Radford VA 24142 (Verizon Address Location: AHN:1, Radford University, Radford, VA 24142, Radford University, TAR CODE: 610 244)

**Note:** A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,  
  
 Orlena Bussey VCO  
 Senior Contract Officer  
 Phone: (540) 831-5634  
 Fax: (540) 831-5946  
 Email: OBUSSEY@RADFORD.EDU

Name of Firm: <i>Citizens Telephone</i>	
Signature: <i>Robert Weeks</i>	Title: <i>EVP Business Development</i>
Print Name: <i>Robert Weeks</i>	
Date: <i>4/16/13</i>	

## **Business Ethernet Services**

### **History**

Citizens is a regional full-service communications cooperative serving ten counties in Southwest Virginia. Citizens provides VoIP (Voice over IP), video, web and e-mail hosting, DSL, landline telephone, and FTTP (Fiber to the Premise: Business Ethernet) and FTTH (Fiber to the Home).

Additionally, Citizens operates a 248-mile regional open access fiber network in 6 Virginia counties including 8 industrial parks. An additional 184 miles of open access fiber will be completed in Spring of 2013. Along this Open Access Network, Citizens provides wholesale transport and Internet bandwidth to a variety of service providers. Citizens is partnering with other open access networks in Virginia like Mid Atlantic Broadband Cooperative (MBC) and Bristol Virginia Utilities (BVU) to provide high-capacity optical transport services that are necessary to assist in the economic revitalization efforts of Southwest and Southside Virginia.

### **Service Description**

#### **Citizens Ethernet**

Citizens Ethernet Service is very similar to Metro-E (Metro Ethernet). We are able to offer symmetrical upload and download speeds to businesses, carriers, ISP's, and asymmetrical speeds to residential customers. Our primary delivery method is fiber to the premise (FTTP). We offer Internet service as well as Point-to-Point and Point-to-Multi-Point connections. Also we offer redundant and alternate/diversified routing to carriers, ISP's, and businesses where their data connectivity is critical to their business.

### **Types of Service**

- Point to Point or Point to Multi-Point Ethernet Services
  - Base Services are 100Mbps and 10Gbps (10,000 Mbps) connectivity. *Other speeds can be quoted as needed.*
  - IP based service that allows you to control your own network
    - File sharing between multiple locations
      - Increased efficiency by sharing POS, inventory, images, engineering and legal documents, and more
    - Video Conferencing
    - Closed Circuit TV
    - Shared telephone system (VoIP or PBX)
    - Shared Internet connection
      - Share one firewall (or set of firewalls)
      - Share mail server(s)
- Internet Services
  - Base Services starting at 3Mbps up to 10Gbps (10,000 Mbps)
  - Symmetrical upload and download speeds
    - Fast upload and download speeds
    - Send and receive large files in seconds, instead of minutes
- Redundant and Diversified Connectivity
  - If connectivity (to Internet or another location) is critical, then we can provide you a backup connection for redundancy and/or diversity.
  - Our fiber network interconnects with several other larger fiber networks which can provide a diverse route for your connectivity; this provides additional assurance that your connection is maintained even during a fiber cut, network outage, or service time.

**Service Availability:**

Citizens owns and operates fiber facilities in the counties/cities listed below. Also listed are the industrial parks that we pass and/or provide service to. In conjunction with our partners, Citizens can facilitate connections to virtually anywhere. We can help connect your local business to other locations whether they are local, regional, national or even global. Please contact us for more information or if you have questions about service availability.

<b>Counties/Cities</b>	<b>Industrial Parks</b>
Floyd	Commerce Center Floyd Industrial Park
Carroll Wythe	Carroll County Industrial Park Progress Park Fairview Industrial Park
Grayson Montgomery	Grayson Industrial Park Falling Branch, Christiansburg Industrial Parks
Patrick Galax	Mid Atlantic Co-Location in Stuart Glendale Industrial Park

**Terms and Conditions:**

<http://citizens.coop/terms/index.shtm> has terms and conditions that may apply to this service

For example: Commercial Services Agreement, Acceptable Use Policy, Privacy Policy, and Delinquent Account Policies are among those that would apply to this service.  
(See Attachment "B")

**Pricing:**

Based upon our discussions with you we have quoted the following symmetrical internet connections. We guarantee that we will beat our local competitors' total price per Mbps, while providing you the quality service and excellent customer care.

<b>FIBER IRU: 15-Year IRU, 2 fibers strands per segment (4 Fibers)</b>			
Location "A"	Location "B"	Route Miles	IRU Price
Radford Univ / 600 Tyler Ave	735 Peppers Ferry Rod*	12	\$ 30,000.00
Radford Univ / 600 Tyler Ave	840 Plantation Road*	26	\$ 65,000.00
<b>Totals</b>		<b>47</b>	<b>\$ 95,000.00</b>

*Fiber Available May 31, 2013*

See Attachment "A"

<b>FIBER IRU "Annual" Operation and Maintenance Cost 2 fiber strands per segment (4 Fibers)</b>			
Location "A"	Location "B"	Route Miles	IRU Price
Radford Univ / 600 Tyler Ave	735 Peppers Ferry Rod	12	\$ 3,000.00
Radford Univ / 600 Tyler Ave	840 Plantation Road	26	\$ 6,500.00
<b>Total Annual Operating and Maintenance Payment</b>			<b>\$ 9,846.00</b>

<b>Internet Bandwidth</b>			
Location "A"	Location "B"	Bandwidth	Bandwidth Price (Per Month)
Radford Univ / 600 Tyler Ave	Floyd via (Rd 8)*	500Meg	\$ 15,000.00
<b>Totals</b>	Internet Bandwidth		<b>\$ 15,000.00</b>

\*See below route description

\*See Attachment "A"

Internet Bandwidth			
Description			Cost
One time & Installation /Setup Fees			\$ -
Monthly Transport	Route		
Monthly Bandwidth 200Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 5,000.00
Monthly Bandwidth 300Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 7,500.00
Monthly Bandwidth 400Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 10,000.00
Monthly Bandwidth 500Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 11,000.00
Monthly Bandwidth 600Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 13,200.00
Monthly Bandwidth 700Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 15,400.00
Monthly Bandwidth 800Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 17,600.00
Monthly Bandwidth 900Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 19,800.00
Monthly Bandwidth 1000Mbps	600 Tyler Ave to Floyd via Rt 8*		\$ 18,000.00
Monthly Bandwidth Above 1000Mbps	600 Tyler Ave to Floyd via Rt 8*		ICB
Optional: Monthly SIP Circuit Over Connection	Pricing depends on type of services requesting		
Optional: Pricing for per end for a 1Gb/VAN connection within your network (Note a VLAN from RU to VT would require 2 ends. One at RU one at VT	Can provide if necessary		\$1,000.00 \$500.00 Per End Per Month

\* See attached "A" Fiber Route

**Contract Term**

- Above pricing for dark fiber Indefeasible Right of Use (IRU) term 15 years.
- Pricing for Internet Bandwidth term 2 years with an additional 8 one-year renewal options.

**IRU Dark Fiber Route**

Citizen will provide two (2) dark fiber routes from 600 Tyler Avenue, in Radford to 735 Peppers Ferry Road connecting to Virginia Tech and one to 840 Plantation Road connecting to Virginia Tech.

- Route 1: 600 Tyler Avenue to 2<sup>nd</sup> Ave to 6<sup>th</sup> Street to Walker Street turning left onto Route 11, right onto Route 114 to 735 Peppers Ferry Road. Approximately 12 miles, of which, 3.25 miles are aerial, 8.75 are buried.
- Route 2: 600 Tyler Avenue, left on Childress Road to Route 8, left on Moose Drive, right on College Street, left on Depot Street, left on Route 460, left on Merrimac Road to Plantation Road. Approximately 26 miles of which, 10.75 miles are aerial, 15.25 are buried.

**500 Meg Internet Route**

- 600 Tyler Avenue left on Childress Road, right on Route 8 to Citizens headquarters in Floyd. Approximately 27 miles, of which 1 mile aerial, 26 miles are buried.

**Citizens Network**

- Diverse routes to Tier 1 providers in Ashburn VA
- Floyd to Roanoke

- Floyd to Stuart
- Peering between Virginia Tech and New River Community College

**Scaleable Broadband**

- IP services can be turned up in as little as 4 hours or less with a simple phone call or email.

**Fiber Construction and Monitoring Team**

- 24/7 network monitoring
- Priority Customer dispatch number 888-657-3506
- On staff fiber construction crew on call 24/7
- On staff fiber Splicers
- On staff IP/WAN network technicians
- On staff engineering team

**Citizens Personal and Years of Service**

- Dennis Reece COO and Assistant General Manager 17 yrs.
- Robert Weeks Executive VP of Business Development 17 yrs.
- Terry Martin Network Supervision 32yrs.
- Danny Vaughn Executive VP of Network Operations 34yrs.
- Michael Herring Network Systems Technician 11 yrs.
- Jason Vaughn WAN Technician 8 yrs.

**Vendor Data Sheet**

**Vendor's Primary Contact: Robert Weeks**

P.O. Box 137  
 220 Webbs Mill Road  
 Floyd, VA 24091  
 Phone: 540-745-9559  
 Cell: 540-239-8252  
 Years in the Business: 17 yrs.

**References:**

**Virginia Tech**

Contact: Jeff Crowder  
 Email: crowder@vt.edu  
 Phone: 540-231-3900  
 Address: 1770 Forecast Drive, Blacksburg VA 24061  
 Project: 10 Gig Circuits to Ashburn VA  
 \$ Value: \$600K (+)  
 Date of Service: 2011/2013

**Wythe County Public Schools**

Contact: Keith Cochran  
 Email: kcochran@wythe.k12.va.us  
 Phone: 276-228-6829  
 Address: 1570 West Reservoir Street, Wytheville, VA 24382  
 Project: 1Gig WAN/80Meg IP  
 \$Value: 510K (+)

Date of Service: 2008

**Mount Rogers Community Services**

Address: 770 West Ridge Road, Wytheville VA 24382

Contact: Jason Pennington

Email: jasonpennington@mrcsb.state.va.us

Phone: 276-223-3238

Address: 1570 West Reservoir Street, Wytheville, VA 24382

Project: 100Meg WAN/100Meg IP

SValue: 900K (+)

Date of Service: 2008

**Montgomery County Schools Systems**

Contact: Harvey Goodwin

Address: 1180 N. Franklin Street, Christiansburg VA 24073

Email: hgoodwin@mcps.org

Phone: 540-381-6165

Project: 1Gig WAN/200Meg IP

SValue: 600K (+)

Date of Service: 2013

Thank you very much for the opportunity to quote your business. Should you need any clarification or have questions concerning this proposal please don't hesitate to contact me at 745-9559.

Sincerely,

Robert Weeks  
EVP Business Development



**ATTACHMENT "B"**



**Commercial Services Agreement**

Customer Account Number:	System Address:
Federal Tax ID Number:	Site:
Contract Number:	
Contract Date:	Activation Date:

Customer Information	Authorized Customer Representative Information
Legal Company Name:	Name:
Service Street Address:	Business Phone Number:
City/State/Zip:	Business Fax Number:
<b>Requested Service Date:</b>	Additional Contact Number (optional):
Billing Street Address:	E-mail Address (optional):
Street Address: :	
City/State/Zip:	

Citizens shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

Service Description	Quantity	Term	Total Service Charges	
			Monthly Recurring /Access Charge	Non Recurring/One-time Activation and Set-up Fees
<b>Total</b>				

Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment

**Telephone/Voice/Access** (Customer Initials)

Business Telephone Numbers:	
1.	
2.	
<b>Dedicated Services - Point to Point</b>	
Address of Origination Point A	Address of Termination Point B

**Internet Services** (Customer Initials)

POP Mail Boxes	Domain Name Registration
1.	1.
2.	2.

**Video** (Customer Initials)

Set Top Box	Converter:
	Remote:

**Special Conditions**

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Services are provided by Citizens Telephone Cooperative, Inc and its subsidiaries (<http://citizens.coop/terms/subsidiaries.shtm>) collectively referred herein as 'Citizens'. Customer understands that regulated services selected above are provided by Citizens and that such services are generally subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Virginia State Corporation Commission and/or the Federal Communications Commission, and that such regulations may change from time to time. If Customer subscribes to or uses State-to-State and/or International telecommunications services, such services shall be provided pursuant to the Citizens, Customer Service Agreement, which may be found at our web site at [www.citizens.coop/terms](http://www.citizens.coop/terms). All Services are subject to the Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web Hosting and/or Web Conferencing, Citizens E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies located at [www.citizens.coop/terms](http://www.citizens.coop/terms) and Customer acknowledges receipt of these by signing below. This Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges. Until this CSA is executed by Citizens, the CSA serves as a proposal, which may be withdrawn or changed at anytime by Citizens. Citizens will honor the prices in this proposal provided Customer delivers a signed contract to Citizens within thirty days from the contract date above.

Customer - Authorized Signature: _____	Citizens Telephone Cooperative, Inc.
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**A. Terms and Conditions for Regulated Services.**

1. **Tariffs** The terms and conditions of regulated service provided to Customer under this Agreement are contained in tariffs on file with state and/or federal regulatory authorities. These tariffs shall govern the provision of regulated service, and Citizens may amend such tariffs and regulated service shall be subject to such tariffs, as amended. Customer must disclose to Citizens if Customer intends to use the Services in connection with payphone service.
2. **Telephone Numbers** The Customer has no property right in the telephone number associated with the telephone service provided by Citizens; provided, however, if Customer ports a telephone number from another carrier to Citizens, Citizens will use such number with Customer's telephone Service. Any telephone number designated by Citizens in advance of the activation of Citizens telephone service is subject to change by Citizens. Additional terms and conditions regarding telephone numbers are contained in Citizens tariff(s) on file with regulatory authorities.
3. **State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telecommunications Services from Citizens, such Services shall be provided pursuant to the terms and conditions contained in Citizens Customer Service Agreement which may be found at our web site: [www.citizens.coop/terms](http://www.citizens.coop/terms).
4. **PBX Usage and Modem Equipment.** If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. If the modem installed by Citizens is disconnected or the battery is not charged, or if a Customer moves the modem to another address, telephone services including 911 emergency services will not be available.

**B. Terms and Conditions of Data, Internet, Web Hosting, Web Conferencing, Video and unregulated Services.**

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Citizens may change video and music Service prices periodically during the Term of this Agreement. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits.
2. **Service and Installation** Citizens shall provide Customer with the Services and Equipment identified on the first page of this Agreement; provided, however, if Citizens determines that Customer's location is not serviceable under Citizens' normal installation guidelines, Citizens may terminate this Agreement. Customer is responsible for damage to any Citizens equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Citizens network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment, which are not expressly authorized in writing by Citizens or permit tampering, altering or repair of the equipment by any person other than Citizens' authorized personnel. Unless provided otherwise herein, Citizens shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Citizens shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. For Citizens Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal bandwidth speeds and Citizens network management needs may require Citizens to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Citizens AUP and the AUP is available online [www.citizens.coop/terms](http://www.citizens.coop/terms). The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Citizens is not responsible for the networks or facilities of third parties, which may be necessary to provide Service. For video and music Services, Citizens reserves the right to change channel line-up at any time.
3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Citizens shall use reasonable efforts to make the Services available by the requested service date. Citizens shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.
4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Citizens within the Customer's premises, including space for cables, conduits, and equipment as necessary for Citizens-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Citizens. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Citizens' equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Citizens, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Citizens network.
5. **Equipment** Unless otherwise provided herein, Customer agrees that Citizens shall retain all rights, title and interest to facilities and equipment installed by Citizens thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Citizens shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Citizens or install any other equipment, including servers in connection with data/Internet without the prior written consent of Citizens. For Citizens-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Citizens in good condition, Customer shall be responsible for the value of such equipment. Citizens shall repair any equipment owned by Citizens at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.
6. **Resale of Service** Except for Web Hosting, Customer may not resell any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.
7. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Citizens, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.
8. **IP Address and Domain Name Registration** Citizens will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Citizens must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Citizens will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time. Customer is responsible for payment and maintenance of domain name registration.
9. **Termination** Customer may terminate video, data, Internet, web hosting and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Citizens), or Citizens terminates Services for Customer's breach of this Agreement or the AUPs, Customer may be subject to a termination liability. The termination liability shall equal 50% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment and is due upon termination. After the initial term, this Agreement shall automatically renew on a month-to-month basis and shall be subject to terms of this Agreement. Any termination by Customer must be in writing.
10. **LIMITATION OF LIABILITY.** CITIZENS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL CITIZENS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. CITIZENS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL

OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF CITIZENS. UNDER NO CIRCUMSTANCES WILL CITIZENS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. CITIZENS' MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

11. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Citizens, which consent may be withheld in Citizens' discretion. Citizens may assign this Agreement and Service may be provided by one or more legally authorized Citizens affiliates.

12. **WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND CITIZENS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. CITIZENS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.**

13. **INDEMNITY** Customer shall indemnify and hold Citizens and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Citizens AUPs.

14. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Citizens may disclose Customer information to law enforcement or to any Citizens affiliate.

15. **Miscellaneous** This Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Citizens and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Citizens may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the Commonwealth of Virginia. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed.

16. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

17. **Software License.** Citizens grants Customer a limited, nonexclusive, nontransferable and non-assignable license to install and use as provided herein (i) Citizens access software, as well as software from our licensors that Citizens incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Licensed Software, including associated intellectual property rights, are and will remain with Citizens and Citizens' licensors. Customer may not decompile, reverse engineer, distribute, translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

18. **Web Hosting Servers.** Citizens reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Citizens may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Citizens to relocate its web site. If the Customer refuses to comply with this Section, then Citizens has the right to terminate the Services. Citizens will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Citizens shall not be liable to customer for such outages or server downtime.

19. **Digital Millennium Copyright Act.** Citizens is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Citizens is violating your rights under U.S. copyright law, you may file a complaint with Citizens' designated agent. Please contact DMCA@Citizens.coop for information necessary to file your complaint with Citizens.

20. **E-Rate Customers.** This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Citizens as its provider of Services. Customer shall also provide Citizens with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Citizens may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Citizens may terminate the Agreement without further liability to Citizens or the Customer. Additionally, if full E-Rate funding is not received and Citizens elects to terminate the Services during the contract term, then Customer may be subject to termination liabilities.

## ATTACHMENT C

### CITIZENS SERVICE LEVEL AGREEMENT

**Service Description:** Citizens Telephone Cooperative (Citizens) provides wavelength services using the Infinera DTN system to provide robust connectivity from regional to long haul and long haul to long haul locations.

**CITIZENS Service Level Commitment:** Citizens' network offers a service level agreement on all Citizens network services. Citizens reserves the right to review and deny any credits under the section claimed by Customer, should Customer's claim, in Citizens reasonable judgment, not meet the criteria established for such claim.

Citizens' Service Level Commitment is limited to only those on-net services being provided under this agreement and applies to each service individually.

**Customer Eligibility:** The customer must open a trouble ticket with Citizens' 24/7 Network Operation Center directly at 888-657-3506 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question.

#### CITIZENS OBLIGATIONS

**1.1. General Citizens Obligations:** Citizens will provide a design of the overall network with agreement on interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs etc.).

Citizens will provide Citizens Supplied Equipment as specified in the applicable Service Agreement. Citizens will provision all agreed to network service parameters. Citizens will maintain in good working order the network and all Citizens Supplied Equipment. In the event it is determined that any Service Outage or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay Citizens for its costs incurred in responding to such Service Outage or alarm.

**1.2. Citizens Obligations as a Result of a Service Outage:** After receiving notification of the Service Outage, Citizens shall restore the Service as follows:

**(i) Electronic Restoration.**

In the event of an electronic failure, Citizens shall use reasonable commercial efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

**(ii) Citizens Fiber Network Restoration.**

In the event of a failure of the Citizens fiber optic network, Citizens shall begin restoration within four (4) hours after Citizens is notified about the fiber optic network outage.

**(iii) Emergency Reconfiguration.**

If the Customer's network architecture and MPE has the capability to support route reconfiguration to maintain Service, Citizens will provide reconfiguration if other means of restoration will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. Citizens shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for Customer to report to Citizens network troubles.

**1.3. Service Outage Exclusions:** All calculations of Service Outage duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the Service to Citizens or its agents for maintenance, testing or repair.
- The Customer's applications, equipment, or facilities including any third party equipment unless otherwise provided in Exhibit.
- Citizens or Customer-scheduled maintenance.
- Labor strikes.
- Force Majeure events as defined in these Terms.
- Service Outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

**1.4. Credit Allowances and Customer Remedies for Service Outages:** In the event that Citizens is unable to restore a portion of the Service under a Service Agreement as required hereunder, or in the event of a Service Outage, Customer shall be entitled to a credit against the monthly recurring charges for the Service Agreement prorated for the affected circuits for all unplanned Service Outages in excess of fifteen (15) minutes ("Credit Allowances") up to a maximum of 30 days of Credit Allowance. Citizens will deduct any Credit Allowances from future charges payable by the Customer.

A Service Outage begins when Citizens is notified or becomes aware of the interruption of Service, whichever occurs first. A Service Outage ends when the affected line and/or associated Citizens Supplied Equipment is operational, subtracting any delay time associated with Citizens or its agent's inability to access the equipment at the Customer's site. If the Customer reports Services or a facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

- (A) Credit Allowances do not apply to Service Outages caused by:

- i. The negligence or acts or omissions of Customer and/or end user or its agents.
  - ii. Failure of power.
  - iii. Failure or malfunction of non-Citizens equipment or systems, third party circuits or alternate access arrangements unless otherwise provided in the applicable exhibit.
  - iv. Circumstances or causes beyond the control of Citizens or its agents;
  - v. During any period in which Citizens or its agents are not given access to the Service facility at the Customer site;
  - vi. A planned service outage, unscheduled emergency maintenance, scheduled maintenance, (alteration or implementation as described herein).
- (B) Customer must request a Credit Allowance for a Service Outage within thirty, (30) days after the Service Outage occurs or any claim for an allowance is waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the Credit Allowance.
- (C) Service Outage Credit per Circuit and or Service is calculated according to the Exhibit for the particular service.

**NOTICES**

**NOTICES:** All notices and communications concerning these Terms shall be in writing and addressed as follows:

**If to CITIZENS:**

Citizens Telephone Cooperative  
 220 Webbs Mill Road  
 P.O. Box 137  
 Floyd, Virginia 24091  
 Attention: Mr. Dennis Reece  
 Phone: (540) 745-2111  
 Fax: (540) 745-3791

**If to Customer:**

Street Address
City, State, Zip
Attn:
Title:
Phone:
Fax:
Email:

Invoices shall be delivered to Customer at:

Street Address
City, State, Zip
Attn:
Title:
Phone:
Fax:
Email:

Or at such other address as may be designated in writing to the other party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
 Name:  
 Title:  
 Company:  
 Date:

\_\_\_\_\_  
 Name: Dennis Reece  
 Title: Assistant General Manager  
 Company: Citizens Telephone  
 Cooperative  
 Date:

ATTACHMENT "D"

SUBSTITUTE W-9 FORM

Name of Company or Individual: Citizens

Business Name (if different than above): \_\_\_\_\_

Check appropriate box:  Individual/Sole Proprietor  Corporation  
 Partnership  Other

Address: 220 Webbs Mill Rd P.O. Box 137

City, State, Zip: Floyd VA 24091

Taxpayer Identification # (or social security #): 

Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am writing for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

  
Authorized Signature

4/11/13  
Date





**Attachment C – Contractor Revised Pricing,  
Commercial Services Agreement, Service Level Agreement**

**Contract # C1300023**

**Awarded from RFP # R13-050 for Broadband Internet**

RFP # R13-050 Citizens Revised Pricing Table

<b>Internet Broadband</b>					
<b>Description</b>		<b>2-Year Term Cost</b>		<b>3-Year Term Cost</b>	
One time & Installation /Setup Fees		\$0.00 Full Waiver		\$0.00 Full Waiver	
Monthly Internet in Mbps	Route	Total	Cost/Meg	Total	Cost/Meg
200	600 Tyler Ave to Floyd via Rt 8	\$5,000.00	\$25.00	\$4,400.00	\$22.00
300	600 Tyler Ave to Floyd via Rt 8	\$7,500.00	\$25.00	\$6,600.00	\$22.00
400	600 Tyler Ave to Floyd via Rt 8	\$10,000.00	\$25.00	\$8,800.00	\$22.00
500	600 Tyler Ave to Floyd via Rt 8	\$11,000.00	\$22.00	\$9,000.00	\$18.00
600	600 Tyler Ave to Floyd via Rt 8	\$13,200.00	\$22.00	\$10,800.00	\$18.00
700	600 Tyler Ave to Floyd via Rt 8	\$15,400.00	\$22.00	\$12,600.00	\$18.00
750	600 Tyler Ave to Floyd via Rt 8	\$15,000.00	\$20.00	\$13,500.00	\$18.00
800	600 Tyler Ave to Floyd via Rt 8	\$16,000.00	\$20.00	\$14,400.00	\$18.00
900	600 Tyler Ave to Floyd via Rt 8	\$18,000.00	\$20.00	\$16,200.00	\$18.00
1000	600 Tyler Ave to Floyd via Rt 8	\$18,000.00	\$18.00	\$16,500.00	\$16.50
>1000	600 Tyler Ave to Floyd via Rt 8		Individual Case Basis		Individual Case Basis
Optional: Monthly SIP Circuit Over Connection	Pricing depends on type of services requesting				
Optional: Pricing per-end for a IGb/VAN connection within our network (Note: VLAN from RU to VT requires 2 ends, 1at RU, 1at VT)	Can provide if necessary		\$500 per End per Month		\$500 per End per Month

**Fiber IRU for 15-Year IRU, 4 fibers total ( 2 fiber strands each for routes 1 & 2, 4 fiber strands for route 3)**

Pricing remains as originally proposed (rate of \$1,250/fiber/mile)

Route	Location "A"	Location "B"	Route Miles	# Fibers	IRU Price (miles*fibers*rate)
1	Radford Univ at 600 Tyler Ave	840 Plantation Rd. via Rt. 11, Rt. 114	20.28	2	\$50,700.00
2	Radford Univ at 600 Tyler Ave	840 Plantation Rd. via Childress Rd., Rt. 8	26.00	2	\$65,000.00
3	840 Plantation Rd, Bbg	Virginia Tech AISB at 1700 Pratt Dr	2.74	4	\$13,700.00
		<b>TOTALS</b>	<b>51.76</b>		<b>\$129,400.00</b>

**Fiber IRU "Annual" Operation and Maintenance Cost, 4 fibers total**

1) Full proposal price (10% of Fiber IRU pricing) if Broadband purchase is below 500Mbps.

Route	Location "A"	Location "B"	Route Miles	# Fibers	Maintenance Price (10% of IRU)
1	Radford Univ at 600 Tyler Ave	840 Plantation Rd. via Rt. 11, Rt. 114	20.28	2	\$5,070.00
2	Radford Univ at 600 Tyler Ave	840 Plantation Rd. via Childress Rd., Rt. 8	26.00	2	\$6,500.00
3	840 Plantation Rd, Bbg	Virginia Tech AISB at 1700 Pratt Dr	2.74	4	\$1,370.00
		<b>TOTALS</b>	<b>51.76</b>		<b>\$12,940.00</b>

2) 50% discount off proposal price only for Routes 1 and 2 if Broadband purchase is minimum of 500Mbps.

Route	Location "A"	Location "B"	Route Miles	# Fibers	Maintenance Price
1	Radford Univ at 600 Tyler Ave	840 Plantation Rd. via Rt. 11, Rt. 114	20.28	2	\$2,535.00
2	Radford Univ at 600 Tyler Ave	840 Plantation Rd. via Childress Rd., Rt. 8	26.00	2	\$3,250.00
3	840 Plantation Rd, Bbg	Virginia Tech AISB at 1700 Pratt Dr	2.74	4	\$1,370.00
		<b>TOTALS</b>	<b>51.76</b>		<b>\$7,155.00</b>

3) Full waiver of maintenance cost only for Routes 1 and 2 if Internet Broadband purchase is minimum 1000Mbps.

Route	Location "A"	Location "B"	Route Miles	# Fibers	Maintenance Price
3	840 Plantation Rd, Bbg	Virginia Tech AISB at 1700 Pratt Dr	2.74	4	\$1,370.00



## Commercial Services Agreement

Customer Account Number: Radford University	System Address Radford University
Federal Tax ID Number: [REDACTED]	600 Tyler Ave, Radford, VA 24142
Contract Number: C1300023	Contract Date: 5/8/2013

Customer Information	Authorized Customer Representative Information
Legal Company Name: Radford University	Name: Ed Oakes
Service Street Address: 801 East Main St	Business Phone Number: 540-831-7515
City/State/Zip: Radford, VA 24142	Business Fax Number:
<b>Requested Service Date:</b>	Additional Contact Number (optional):
Billing Street Address: Accounts Payable	E-mail Address (optional): eoakes@radford.edu
Street Address: P.O. Box 6906	
City/State/Zip: Radford, VA 24142	

Citizens shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below: **(Customer Initials)**

Service Description	Quantity	Term	Total Service Charges	
			Monthly Recurring /Access Charge	Non Recurring/One-time Activation and Set-up Fees
Dark Fiber per Contract C1300023 and subsequent Purchase Order placed under said contract				
<b>Dedicated Services - Point to Point</b>				
Address of Origination Point A			Address of Termination Point B	

**Internet Services** **(Customer Initials)**

POP Mail Boxes	Domain Name Registration
1.	1.
2.	2.

**Video** **(Customer Initials)**

Set Top Box	Converter:
	Remote:

**Special Conditions**

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative Identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement and that the customer information is true and correct. Any agreements, terms and conditions, URL references, or other documents referenced by 'Citizens' in any portion of Contract C1300023 are only incorporated and in effect for any order placed under Contract C1300023 if they are a detailed printed document included in Contract C1300023 and they do not conflict with Radford University and Commonwealth of Virginia terms and conditions. A signed written Contract amendment is required to effect any change to Contract C1300023.

This Agreement and Contract C1300023 bind Customer to Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Services are provided by Citizens Telephone Cooperative, Inc and its subsidiaries (<http://citizens.coop/terms/subsidiaries.shtml>) collectively referred herein as 'Citizens'. Customer understands that regulated services selected above are provided by Citizens and that such services are generally subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Virginia State Corporation Commission and/or the Federal Communications Commission, and that such regulations may change from time to time. If Customer subscribes to or uses State-to-State and/or International telecommunications services and the printed detailed terms and conditions are included in Contract C1300023, such services shall be provided pursuant to the Citizens, Customer Service Agreement, which may be found at our web site at [www.citizens.coop/terms](http://www.citizens.coop/terms). All Services are subject to the edited Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web Hosting and/or Web Conferencing, Citizens E-Mail Services, if selected by Customer and printed detailed terms and conditions are included in Contract C1300023, are subject to Acceptable Use Policies located at [www.citizens.coop/terms](http://www.citizens.coop/terms). This Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges. Until this CSA or Contract C1300023 is executed by Citizens, the CSA serves as a proposal, which may be withdrawn or changed at any time by Citizens. Citizens will honor the prices in this proposal provided Customer delivers a signed contract to Citizens within thirty days from the contract date above.

OTHER AGENCIES PLACING A COOPERATIVE ORDER UNDER CONTRACT C1300023 SHOULD COMPLETE AND SIGN THIS DOCUMENT, ASSURING ALL TERMS ABOVE ARE INCORPORATED IN THEIR AGREEMENT.

Customer: Radford University  
 Authorized Signature: Pamela P. Simpkins  
 By: Teresa Anders Pamela P. Simpkins  
 Title: Assistant Director, Procurement and Contracts  
 Date: 5/10/2013

Citizens Telephone Cooperative, Inc.  
 Authorized Signature: Robert Weeks  
 By: Robert Weeks  
 Title: Executive VP, Business Development  
 Date: 5/8/13

**Commercial Services Agreement – page 2 of 3****A. Terms and Conditions for Regulated Services.**

1. **Tariffs** The terms and conditions of regulated service provided to Customer under this Agreement are contained in tariffs on file with state and/or federal regulatory authorities. These tariffs shall govern the provision of regulated service, and Citizens may amend such tariffs and regulated service shall be subject to such tariffs, as amended. Customer must disclose to Citizens if Customer intends to use the Services in connection with payphone service.
2. **Telephone Numbers** The Customer has no property right in the telephone number associated with the telephone service provided by Citizens; provided, however, if Customer ports a telephone number from another carrier to Citizens, Citizens will use such number with Customer's telephone Service. Any telephone number designated by Citizens in advance of the activation of Citizens telephone service is subject to change by Citizens. Additional terms and conditions regarding telephone numbers are contained in Citizens tariff(s) on file with regulatory authorities.
3. **State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telecommunications Services from Citizens, such Services shall be provided pursuant to the terms and conditions contained in this edited Citizens Customer Service Agreement.
4. **PBX Usage and Modem Equipment** If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. If the modem installed by Citizens is disconnected or the battery is not charged, or if a Customer moves the modem to another address, telephone services including 911 emergency services will not be available.

**B. Terms and Conditions of Data, Internet, Web Hosting, Web Conferencing, Video and unregulated Services.**

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges as detailed in Contract C1300023. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service and the Customer has not presented a tax exemption certificate, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits.
2. **Service and Installation** Citizens shall provide Customer with the Services and Equipment identified on the first page of this Agreement; provided, however, if Citizens determines that Customer's location is not serviceable under Citizens' normal installation guidelines, Citizens may terminate this Agreement. Customer is responsible for damage to any Citizens equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Citizens network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment, which are not expressly authorized in writing by Citizens or permit tampering, altering or repair of the equipment by any person other than Citizens' authorized personnel. Unless provided otherwise herein, Citizens shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Citizens shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. For Citizens Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal bandwidth speeds and Citizens network management needs may require Citizens to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Citizens AUP and the AUP is available online [www.citizens.coop/terms](http://www.citizens.coop/terms). The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Citizens is not responsible for the networks or facilities of third parties, which may be necessary to provide Service. For video and music Services, Citizens reserves the right to change channel line-up at any time.
3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Citizens shall use reasonable efforts to make the Services available by the requested service date. Citizens shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.
4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Citizens within the Customer's premises, including space for cables, conduits, and equipment as necessary for Citizens-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Citizens. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Citizens' equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Citizens, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Citizens network.
5. **Equipment** Unless otherwise provided herein, Customer agrees that Citizens shall retain all rights, title and interest to facilities and equipment installed by Citizens thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Citizens shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Citizens or install any other equipment, including servers in connection with data/Internet without the prior written consent of Citizens. For Citizens-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Citizens in good condition, Customer shall be responsible for the value of such equipment. Citizens shall repair any equipment owned by Citizens at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.
6. **Resale of Service** Except for Web Hosting, Customer may not resell any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.
7. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Citizens, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.
8. **IP Address and Domain Name Registration** If requested, Citizens will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Citizens must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Citizens will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time. Customer is responsible for payment and maintenance of domain name registration.
9. **Termination** Customer may terminate video, data, Internet, web hosting and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Citizens), or Citizens terminates Services for Customer's breach of this Agreement or the AUPs, Customer may be subject to a termination liability. The termination liability shall equal 50% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment and is due upon termination. After the initial term, this Agreement shall automatically renew on a month-to-month basis and shall be subject to terms of this Agreement. Any termination by Customer must be in writing.

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10. **LIMITATION OF LIABILITY.** CITIZENS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL CITIZENS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. CITIZENS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF CITIZENS. UNDER NO CIRCUMSTANCES WILL CITIZENS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. CITIZENS' MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

11. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Citizens, which consent may be withheld in Citizens' discretion. If mutually agreed upon in writing, Citizens may assign this Agreement and Service may be provided by one or more legally authorized Citizens affiliates.

12. **WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND CITIZENS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. CITIZENS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.**

13. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Citizens may disclose Customer information to law enforcement or to any Citizens affiliate.

14. **Miscellaneous** Contract C1300023, this Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Citizens and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the Commonwealth of Virginia. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed.

15. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

16. **Software License.** Citizens grants Customer a limited, nonexclusive, nontransferable and non-assignable license to install and use as provided herein (i) Citizens access software, as well as software from our licensors that Citizens incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Licensed Software, including associated intellectual property rights, are and will remain with Citizens and Citizens' licensors. Customer may not decompile, reverse engineer, distribute, translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

17. **Web Hosting Servers.** Citizens reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Citizens may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Citizens to relocate its web site. If the Customer refuses to comply with this Section, then Citizens has the right to terminate the Services. Citizens will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Citizens shall not be liable to customer for such outages or server downtime.

18. **Digital Millennium Copyright Act.** Citizens is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Citizens is violating your rights under U.S. copyright law, you may file a complaint with Citizens' designated agent. Please contact DMCA@Citizens.coop for information necessary to file your complaint with Citizens.

19. **E-Rate Customers.** This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Citizens as its provider of Services. Customer shall also provide Citizens with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Citizens may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Citizens may terminate the Agreement without further liability to Citizens or the Customer. Additionally, if full E-Rate funding is not received and Citizens elects to terminate the Services during the contract term, then Customer may be subject to termination liabilities.

## CITIZENS SERVICE LEVEL AGREEMENT

**Service Description:** Citizens Telephone Cooperative (Citizens) provides wavelength services using the Infinera DTN system to provide robust connectivity from regional to long haul and long haul to long haul locations.

**CITIZENS Service Level Commitment:** Citizens' network offers a service level agreement on all Citizens network services. Other than as detailed in Contract C1300023, Citizens reserves the right to review and deny any credits under the section claimed by Customer, should Customer's claim, in Citizens reasonable judgment, not meet the criteria established for such claim.

Citizens' Service Level Commitment is limited to only those on-net services being provided under this agreement and applies to each service individually.

**Customer Eligibility:** The customer must open a trouble ticket with Citizens' 24/7 Network Operation Center directly at 888-657-3506 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question.

### CITIZENS OBLIGATIONS

**1.1. General Citizens Obligations:** Citizens will provide a design of the overall network with agreement on interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs etc.).

Citizens will provide Citizens Supplied Equipment as specified in the applicable Service Agreement. Citizens will provision all agreed to network service parameters. Citizens will maintain in good working order the network and all Citizens Supplied Equipment.

**1.2. Citizens Obligations as a Result of a Service Outage:** After receiving notification of the Service Outage, Citizens shall restore the Service as follows:

**(i) Electronic Restoration.**

In the event of an electronic failure, Citizens shall use reasonable commercial efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

**(ii) Citizens Fiber Network Restoration.**

In the event of a failure of the Citizens fiber optic network, Citizens shall begin restoration within four (4) hours after Citizens is notified about the fiber optic network outage.

**(iii) Emergency Reconfiguration.**

If the Customer's network architecture and MPE has the capability to support route reconfiguration to maintain Service, Citizens will provide reconfiguration if

other means of restoration will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. Citizens shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for Customer to report to Citizens network troubles.

**1.3. Service Outage Exclusions:** All calculations of Service Outage duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the Service to Citizens or its agents for maintenance, testing or repair.
- The Customer's applications, equipment, or facilities including any third party equipment unless otherwise provided in Exhibit.
- Citizens or Customer-scheduled maintenance.
- Labor strikes.
- Force Majeure events as defined in these Terms.
- Service Outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

**1.4. Credit Allowances and Customer Remedies for Service Outages:** In the event that Citizens is unable to restore a portion of the Service under a Service Agreement as required hereunder, or in the event of a Service Outage, Customer shall be entitled to a credit against the monthly recurring charges for the Service Agreement prorated for the affected circuits for all unplanned Service Outages in excess of fifteen (15) minutes ("Credit Allowances") up to a maximum of 30 days of Credit Allowance. Citizens will deduct any Credit Allowances from future charges payable by the Customer.

A Service Outage begins when Citizens is notified or becomes aware of the interruption of Service, whichever occurs first. A Service Outage ends when the affected line and/or associated Citizens Supplied Equipment is operational, subtracting any delay time associated with Citizens or its agent's inability to access the equipment at the Customer's site. If the Customer reports Services or a facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

- (A) Credit Allowances do not apply to Service Outages caused by:
- i. The negligence or acts or omissions of Customer and/or end user or its agents.

- ii. Failure of power.
  - iii. Failure or malfunction of non-Citizens equipment or systems, third party circuits or alternate access arrangements unless otherwise provided in the applicable exhibit.
  - iv. Circumstances or causes beyond the control of Citizens or its agents;
  - v. During any period in which Citizens or its agents are not given access to the Service facility at the Customer site;
  - vi. A planned service outage, unscheduled emergency maintenance, scheduled maintenance, (alteration or implementation as described herein).
- (B) Customer must request a Credit Allowance for a Service Outage within thirty, (30) days after the Service Outage occurs or any claim for an allowance is waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the Credit Allowance.
- (C) Service Outage Credit per Circuit and or Service is calculated according to the Exhibit for the particular service.

**NOTICES**

**NOTICES:** All notices and communications concerning these Terms shall be in writing and addressed as follows:

**If to CITIZENS:**

Citizens Telephone Cooperative  
 220 Webbs Mill Road  
 P.O. Box 137  
 Floyd, Virginia 24091  
 Attention: Mr. Dennis Reece  
 Phone: (540) 745-2111  
 Fax: (540) 745-3791

**If to Customer:**

Radford University, Procurement & Contracts
P.O. Box 6885
Radford, VA 24142
Attn: Orlena Bussey
Title: Senior Contract Officer
Phone: 540-831-5634
Fax: 540-831-5946
Email: obussey@radford.edu

Invoices shall be delivered to Customer at:

Radford University, Accounts Payable
P.O. Box 6906
Radford, VA 24142
Attn:
Title:
Phone:
Fax:
Email: acctspayable@radford.edu

Or at such other address as may be designated in writing to the other party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) business days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OTHER AGENCIES PLACING A COOPERATIVE ORDER UNDER CONTRACT C1300023 SHOULD COMPLETE AND SIGN THIS DOCUMENT, ASSURING ALL TERMS ABOVE ARE INCORPORATED IN THEIR AGREEMENT.



Name: ~~Teresa Anders~~ Pamela P. Simpkins  
Title: Assistant Director, Procurement and Contracts  
Company: Radford University  
Date: 5/10/13



Name: Robert Weeks  
Title: Executive Vice President,  
Business Development  
Company: Citizens Telephone Cooperative  
Date: 5/8/13