Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE BROADBAND SERVICES

Date:	December 17, 2015
Contract #:	VA-151015-CTC
Authorized Users:	All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia.*
Contractor:	Citizens Telephone Cooperative 220 Webbs Mille Road, N Floyd, VA 24091
FIN:	54-0169578
Contact:	Robert Weeks Phone: (540) 745-9559 Fax: (540) 745-3791 Email: robertweeks@citizens.coop
Term:	December 4, 2015 – June 30, 2017
Payment:	Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase products or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-151015-CTC

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date

VA-151015-CTC

Broadband Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Citizens Telephone Cooperative

CONTRACTUAL TERMS AND CONDITIONS
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CONTRACTUAL TERMS AND CONDITIONS
BROADBAND SERVICES CONTRACT

THIS BROADBAND SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Citizens Telephone Cooperative ("Supplier") to be effective as of the date in set forth on the signature page of this Contract ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide delivery and installation of broadband services and other related services awarded to Supplier to VITA; or to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia or any eligible private institution of higher education, who is authorized by VITA as a Direct Service Plan (DSP) Participant for the Services the Supplier has been awarded under this Contract.

2. DEFINITIONS

A. **Acceptance**
Acceptance shall take the form of successful performance of the Services at the designated location, or completed Acceptance testing in conformance with the Requirements of the Contract and as determined by VITA or the Direct Service Plan (DSP) Participant in the applicable order.

B. **Authorized User**
VITA, any other public body on whose behalf VITA has placed an order with Supplier, or any DSP Participant

C. **Confidential Information**
Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party, or (iv) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

D. **Direct Service Plan (DSP) Participant**
Any public body, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia; or any private institution of higher education which are listed at http://www.cicv.org/Our-Colleges/Profiles.aspx who VITA prequalifies and grants written authority to participate in the DSP.

E. **E-rate**
The universal service "Schools and Libraries Program" administered by the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC), or successor program.

F. **Eligible Entity**
Any school or library meeting the USAC definition of an "Eligible Entity" under the universal Schools and Libraries Program.

G. **Eligible Services**
Products and Services that are eligible for E-rate funding.

H. **Party**
Supplier, any Authorized User.

I. **Service**
Any work performed or service provided by Supplier under this Contract for the benefit of an Authorized User.

J. **Supplier**
Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

K. **Telecommunications Service Order (TSO)**
An order for internet services issued by VITA to a supplier of internet services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

L. **VITA**
Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

M. **Warranty Period**
All Services purchased under this Contract remain under warranty for the time period commencing after Acceptance by VITA or a DSP Participant and continuing through expiration of the Contract or discontinuance of the Services at the discretion of VITA.

3. TERM AND TERMINATION

A. **Contract Term**
This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2017. VITA, at its sole option, may extend the term of this Contract for up to three (3) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Orders may be issued against this contract at any time during the contract term.

B. **Termination for Convenience**
VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, (and a DSP Participant may terminate its order, in whole or in part) upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience") without any additional liability except for Services received. VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any DSP Participant, shall have any future liability except for (i) Services rendered by Supplier prior to the termination date of the Contract or order and (ii) costs associated with circuit or service de-installation, if any, for services installed prior to termination. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

C. **Termination for Breach or Default**
VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, may terminate an order, in whole or in part, (and a DSP Participant may terminate its order, in whole or in part) for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA or the DSP Participant, solely in relation to its order, deems the Supplier to be in breach and/or default, VITA or the DSP Participant shall issue a "Show Cause Notice" identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or the DSP Participant may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any DSP Participant, shall have any future liability except for Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or the DSP Participant for Services that were not accepted by VITA.

The failure of VITA to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

D. **Termination for Non-Appropriation of Funds**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. **Transition of Services**

Prior to or upon expiration or termination of this Contract, Supplier shall provide adequate information and all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. Upon VITA's request, Supplier shall continue to provide Services for up to 24 months, on a month-to-month basis, following the expiration or termination date of the Contract. All rates, service level agreements, and terms and conditions of the Contract will apply during that period. The Supplier agrees that no material decrease in the Supplier's level of performance and support will occur during the transition period.

F. **Contract Kick-Off Meeting**

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Exhibit B, "Service Requirements," and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager

G. **Contract Closeout**
Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SERVICES

A. **Nature of Services and Engagement**
Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's rights to obtain Supplier's Services under this Contract, neither VITA nor any other Authorized User is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all Authorized Users may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier.

B. **Subcontractors**
If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

C. **Supplier Performance Reporting**
Supplier will provide management reporting related to service performance. Reporting will conform to the template and requirements in Exhibit G, Quarterly Performance Report. Supplier shall be responsible for submitting the report every quarter to: scminfo@vita.virginia.gov within fifteen days of the end of the quarter. The first report is due the fifteenth day of the fourth month after contract execution, and will cover the previous three-month service period. If there were no outages for the reporting period it should be indicated on the report.

D. **Substitution of Services**
During the term of this Contract, the Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA. Violation of this condition may be considered grounds for termination of the Contract.

5. SUPPLIER PERSONNEL

A. **Selection and Management of Supplier Personnel**
Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the Authorized User's site security,

information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The Authorized User on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. **Supplier Personnel Supervision**
Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extend required by law) health care and other benefits for and terminate the employment of Supplier personnel. Neither VITA nor any other Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. **Subcontractors**
If an order issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

The Supplier will (i) be responsible for all work performed by subcontractors, (ii) be responsible for its (and their) compliance with the Contract, and (iii) guarantee the performance of any services provided by the Supplier's subcontractors (including, but not limited to, paying service credits associated with outages, liability for all subcontractors working in support of the Contract's requirements and those of any order placed thereunder, and adherence with all technical and operational specifications). The Supplier will be responsible for payment of its subcontractors and will indemnify the Commonwealth's Indemnified Parties against any claims resulting from Supplier's failure to pay, including discharging (at Supplier's expense) any liens obtained by the subcontractor.

6. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. **Ownership**
Supplier has the right to provide the Services and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. **Performance**

1. All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
2. The Services are pursuant to a particular solicitation, and therefore such Services shall be fit for the stated purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Services and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Services;
3. The Services shall meet or exceed the stated requirements in the order and in Exhibit B;
4. Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

C. **Services Warranty and Remedy**
Throughout the Contract term, including any extensions thereto, Supplier shall respond to and resolve reports of interruption of Service in compliance with the Services Levels specified in Exhibit B.

D. **Supplier's Viability**
Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

E. **Supplier's Past Experience**
Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. ORDERS AND COMPENSATION

A. **Direct Service Plan**
Only VITA may, at its sole discretion, qualify and grant to one or more Commonwealth public bodies and eligible private institution of higher education the authority to participate in the DSP. VITA will notify Supplier in writing of the qualified "DSP Participants" and their designated ordering officers. DSP Participants shall have the right to place orders to Supplier pursuant to this Contract and shall be billed directly by Supplier. If VITA grants a DSP Participant other than full access to all Contract Service types, VITA shall so notify Supplier.

As a condition for granting authority to participate in the DSP, each DSP Participant agrees to allow Supplier to release Customer Proprietary Network Information, as defined by the Federal Communications Commission, related to Services provided under this Contract to VITA. Such CPNI shall be provided by Supplier to VITA for the administration of this Contract. The DSP Participant or VITA shall provide documentation of the DSP Participant's release of CPNI information upon request.

The Parties agree and understand that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of a DSP order shall be the sole responsibility of Supplier and the DSP Participant.

Should VITA partially or entirely revoke or otherwise suspend any DSP Participant's participation in the DSP, the suspension or termination of ordering privileges will be considered effective upon written notice to Supplier and the affected DSP Participant. Direct billing for Services may continue unless otherwise revoked. VITA will give Supplier sixty (60) days advance written notice of any complete suspension or termination of DSP participation. During this period, VITA and Supplier will take appropriate action to transfer ordering and billing functions back to VITA.

Should VITA at any time cancel the DSP, with respect to this Contract, in whole or in part, VITA will provide Supplier sixty (60) days advance written notice of such cancellation, and VITA and Supplier will take appropriate action to transfer ordering and/or billing functions back to VITA.

B. **E-rate**
Supplier agrees to make available all E-rate Eligible Services as listed and priced herein to any DSP Participant which is an Eligible Entity. Supplier agrees to provide the Services directly to the Eligible Entity, and to bill each Eligible Entity directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Service problems as well as administration of this Contract for E-rate participation shall be the sole responsibility of Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to Eligible Entities on behalf, and for the benefit, of those Eligible Entities. The Supplier also agrees to maintain those qualifications, and to assist Eligible Entities in applying for and receiving these allocations/disbursements.

C. **Telecommunications Service Orders**

VITA and any DSP Participants shall have the exclusive authority to order Services. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth or the DSP Participant; and (iii) identify the Service(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

i). Verification that the TSO is technically correct;
ii). Date Services will commence;
iii). Notification if the standard installation interval will not be met;
iv). Verification of the charge for each item (Service) to be provided, and;
v). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C. A DSP Participant may use a TSO or other similar form when placing orders for Service.

D. **Ordering Officer(s)**

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

E. **Purchase Price and Price Protection**

Exhibit A, Pricing, sets forth the allowable contract fees. No -Authorized User will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforereferenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA may pursue any remedies available at law or in equity with regard to such failure to comply.

F. **Service Offering Updates**

Suppliers may submit changes to the awarded zip code coverage area to VITA for the services identified in Exhibit A, Pricing, at any time during the contract period.

Supplier may submit proposed changes to technologies, and contract pricing to VITA once per year, June 1 – June 30, during each year of the contract term. Proposed changes will be reviewed solely by VITA, and may be implemented at the sole discretion of VITA, Proposals must include written documentation demonstrating the additional value to the Commonwealth.

G. **Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, for those services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

VITA expects the Supplier to deliver to VITA one consolidated monthly invoice in a "flat" data format that can be electronically manipulated (e.g. Excel, CSV) for all services ordered by and billable to VITA pursuant to this Contract. Files should not be submitted in a format that cannot be manipulated (e.g. PDF, or any relational database file). Supplier shall also deliver a hard copy of the monthly invoice for payment remittance. VITA shall not be obligated to pay against an invoice that is not readable or not verifiable. All services shall be in the same billing cycle, and the billing file shall be delivered within 8 business days from the close of the billing cycle.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA, shall provide VITA with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

H. **Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which -Authorized User is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)

ii). Applicable order date

iii). This Contract number and the applicable order number

iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other Authorized User.

8. CONFIDENTIALITY

A. **Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any other Authorized User recipient

of Supplier's Services, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such Authorized User that are bound by non-disclosure agreements with VITA or such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. **Exclusions**
The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. **Return or Destruction**
Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA, or the Authorized User recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

9. SMALL BUSINESS PROCUREMENT AND SUBCONTRACTING REPORTING

In addition to all reports identified in the Requirements, Supplier is required to submit to VITA the following monthly reports:

- Small Business Procurement and Subcontracting Report

This report must be submitted using the instructions and further detailed requirements and templates found at the following URL: http://www.vita.virginia.gov/scm/default.aspx?id=97

Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

In conjunction with the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA within 30 days of the date of expiration of the contract an accompanying statement certifying that Supplier has fully complied with the Contract's Small Business (SWaM) Procurement Plan, and if Supplier has not fully complied, provide a written explanation of any variances between such Plan and the actual participation. The Supplier's compliance confirmation and/or written explanation of variance shall be maintained by VITA, in the contract file.

Failure by Supplier to comply with its contractually obligated Small Business (SWaM) Procurement Plan may prohibit or delay any renewals of the Contract. Also, Supplier's failure to comply with its Small Business (SWaM) Procurement Plan or to explain any variance between the proposed Plan and actual SWaM subcontracting spend may result in the withholding of any final payment due Supplier.

Failure to comply with all reporting requirements may result in default of the Contract.

10. SUPPLIER'S REPORT OF SALES AND INDUSTRIAL FUNDING ADJUSTMENT

Supplier shall submit the "Monthly Sales Information" and Industrial Funding Adjustment (IFA) payments using the instructions and further detailed requirements and templates found at the following URL:. http://www.vita.virginia.gov/scm/default.aspx?id=97.

Compliance with this Section is material to this Contract. Failure to comply with reporting, payment and distribution requirements of this section may result in breach of the Contract.

11. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, or any other Authorized User recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized Users) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized Users to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public Authorized Users may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services,, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected Authorized Users for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative service in the event such Authorized User cannot use the affected Services.

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi)

Supplier's security compliance obligations, Supplier's liability for direct damages shall be limited to twice the aggregate value of the Services and Deliverables provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

12. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then current security procedures of VITA (found at https://www.vita.virginia.gov/library/default.aspx?id=537)or a successor URL(s)), as are pertinent to Supplier's operation and have been supplied to Supplier by VITA or such Authorized User and further agrees to comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the end user Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold VITA, the Commonwealth, and any other Authorized User recipient of Supplier's Services, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Commonwealth, and any other Authorized User recipient of Supplier's Services, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

13. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

14. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an

executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

15. GENERAL PROVISIONS

A. **Relationship between VITA, other Authorized Users, and Supplier**
Supplier has no authority to contract for VITA or any other Authorized User or in any way to bind, to commit VITA or any other Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any other Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any other Authorized User, and neither VITA nor any other Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any other Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any other Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. **Licenses and Permits**
Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

C. **Incorporated Contractual Provisions**
The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/uploadedfiles/vita_main_public/scm/statutorilymandatedtsandcs.pdf,

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedfiles/vita_main_public/scm/evatsandcs.pdf, also incorporated by reference.

The contractual claims provision at §2.2-4363 of the Code of Virginia is also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

D. **Compliance with the Federal Lobbying Act**
Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

E. **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. **Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body or a private institution of higher education, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

G. **Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any other Authorized User or refer to VITA or any other Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or any other Authorized User without receiving the prior written consent of VITA or such Authorized User.

H. **Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

I. **No Waiver**
Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

J. **Assignment**
This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

K. **Captions**
The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

L. **Severability**
Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

M. **Survival**
The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

Performance of an order issued during the term of this Contract for E-rate Eligible Services for which an Eligible Entity has applied for funding shall, at the Eligible Entity's request, survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until the completion of the E-rate funding year for which such funding has been requested.

Performance of an order issued during the term of this Contract for a three year service term may survive the expiration of the term of this contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until the completion of the three year service term.

N. **Force Majeure**
No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this

section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

O. **Remedies**
The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

P. **Right to Audit**
VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract, whether provided to VITA or a DSP Participant. VITA's right to audit shall be limited as follows:

- Three (3) years from Service performance date;
- Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any other Authorized User.

Q. **Taxes—Federal, State, and Local**
The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at: http://www.tax.virginia.gov/ Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

R. **Acceptable Use Policy**
If Supplier has an acceptable use policy, it will provide a copy of its Acceptable Use Policy (AUP) to be included as an exhibit to this Contract prior to execution. Supplier's AUP is, with the exceptions noted below, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

a) In the event of a conflict between this Contract and the AUP, the Contract shall control;
b) In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
    i. Request that the revision be rescinded;
    ii. Request that the revision be waived as to VITA or other Authorized Users receiving Services under this Contract;
c) If Supplier fails to a grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

S. **Travel**

Any travel expenses incurred by Supplier pursuant to this Contract shall be pre-approved by VITA and shall be reimbursable by VITA at the then-current per diem amounts as published by the Virginia Department of Accounts: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics_Cardinal/20335-2015.pdf or a successor URL(s)). If the Authorized User is a private institution which are listed at http://www.cicv.org/Our-Colleges/Profiles.aspx, such private institution of higher education may have its own per diem amounts applicable to Supplier's pre-approved travel expenses.

T. **Contract Administration and Account Management**

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

U. **Entire Contract**

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A	Pricing
Exhibit B	Service Requirements
Exhibit C	Telecommunications Service Order (TSO) Example
Exhibit D	Certification Regarding Lobbying
Exhibit E	Individuals Authorized to Order Services
Exhibit F	Not Applicable
Exhibit G	Quarterly Performance Report

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit C, Exhibit D, Exhibit E, Exhibit G, and then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

VITA

By: Nelson P. Moe

(Signature)

Citizens Telephone Cooperative

By: Robert Weeks

(Signature)

Name: Nelson Moe

(Print)

Title: CIO

Date: 12/3/2015

Address for Notice:

_____

_____

_____

Attention: _____

Name: Robert Weeks

(Print)

Title: EVP Business Development

Date: 11/4/2015

Address for Notice:

Citizens

P.O. Box 137

Floyd VA 24091

Attention: Contract Administrator

EXHIBIT A – PRICING

All prices are inclusive of all applicable taxes, surcharges, and fees.

Citizens Telephone	
Voice Installation Fee	N/A
Unlimited Voice Monthly Fee	N/A
Hourly Time & Materials fee	65.00
First Static IP Fee	0.00
Additional Static IP Fee	5.00

Tiered Technology	***Tier***	**Standard Installation Fee**	**Monthly Service Fee (No Term)**	**Monthly Service Fee (3-Year Term)**	**Minimum Upload Speed**
Cable Modem	*1*	99.00	19.95	N/A	.384MB
Cable Modem	*2*	99.00	39.95	N/A	.765MB
Cable Modem	*3*	99.00	59.95	N/A	.765MB
Cable Modem	*4*	99.00	99.00	N/A	.765MB
Cable Modem	*5*	99.00	179.95	N/A	.765MB
Cable Modem	*6*	99.00	299.95	N/A	.765MB
DSL	*1*	99.00	39.95	N/A	.765MB
DSL	*2*	99.00	39.95	N/A	.765MB
DSL	*3*	99.00	59.95	N/A	.765MB
DSL	*4*	99.00	99.95	N/A	.765MB
DSL	*5*	99.00	179.95	N/A	.765MB
DSL	*6*	99.00	299.95	N/A	.765MB
Fiber To Premise	*2*	1000.00	400.00	N/A	5MB
Fiber To Premise	*3*	1000.00	750.00	N/A	10MB
Fiber To Premise	*4*	1000.00	1160.00	N/A	20MB
Fiber To Premise	*5*	1000.00	1520.00	N/A	40MB
Fiber To Premise	*6*	1000.00	2600.00	N/A	100MB
Fiber To Premise	*7*	1000.00	4800.00	N/A	200MB
Fiber To Premise	*8*	1000.00	6400.00	N/A	400MB
Fiber To Premise	*9*	1000.00	7800.00	N/A	600MB
Fiber To Premise	*10*	1000.00	8800.00	N/A	800MB
Fiber To Premise	*11*	1000.00	9000.00	N/A	1000MB
Ethernet Private Line, Point to Point, Premium	*3*	800.00		90.00	10MB
Ethernet Private Line, Point to Point, Premium	*4*	800.00		135.00	20MB
Ethernet Private Line, Point to Point, Premium	*5*	800.00		225.00	40MB

Ethernet Private Line, Point to Point, Premium	*6*	800.00		360.00	100MB
Ethernet Private Line, Point to Point, Premium	*7*	800.00		675.00	200MB
Ethernet Private Line, Point to Point, Premium	*8*	800.00		1012.00	400MB
Ethernet Private Line, Point to Point, Premium	*11*	1000.00		20250.00	1000MB
Ethernet Private Line, Point to Point, Premium	*16*	1000.00		4500.00	10000MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*3*	800.00		90.00	10MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*4*	800.00		135.00	20MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*5*	800.00		225.00	40MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*6*	800.00		360.00	100MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*7*	800.00		675.00	200MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*8*	800.00		1012.00	400MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*11*	1000.00		2025.00	1000MB
Ethernet Private Line, Multipoint to Multipoint, Premium	*16*	1000.00		4500.00	10000MB

Description	Standard Installation Fee	Monthly Service Fee (No Term)	Monthly Service Fee (3-Year Term)	Usage Charge	Usage Charge Type
Television					
Crest (Digital)	99.00	64.95			
Signature (Digital)	99.00	49.95			
Standard (Analog)	99.00	39.95			
Basic (Analog)	99.00	15.95			
Contact Supplier for Channel Line-up					
PRI - Flat Rate					
PRI - Flat Rate (does not include long distance)	750.00	650.00			

Zip	Cable Modem	DSL	Fiber to Premise	Ethernet Private Line, Point to Point, Premium	Ethernet Private Line, Multipoint to Multipoint, Premium	Television	PRI - Flat Rate
24325		Y	Y	Y	Y	Y	Y
24072		Y	Y	Y	Y	Y	Y
24079		Y	Y	Y	Y	Y	Y
24091		Y	Y	Y	Y	Y	Y
24105		Y	Y	Y	Y	Y	Y
24380		Y	Y	Y	Y	Y	Y
24138		Y	Y	Y	Y	Y	Y
24149				Y	Y		Y
24076	Y		Y	Y	Y	Y	Y
24120		Y	Y	Y	Y	Y	Y
24312	Y		Y	Y	Y	Y	Y
24313	Y		Y	Y	Y	Y	Y
24350	Y		Y	Y	Y	Y	Y
24360	Y		Y	Y	Y	Y	Y
24127	Y			Y	Y	Y	Y
24141			Y	Y	Y		Y
24162			Y	Y	Y		Y
24175			Y	Y	Y		Y
24134			Y	Y	Y		Y
24153			Y	Y	Y		Y
24301			Y	Y	Y		Y
24084			Y	Y	Y		Y
24087			Y	Y	Y		Y
24019			Y	Y	Y		Y
24172			Y	Y	Y		Y
24073			Y	Y	Y		Y
24060			Y	Y	Y		Y
24378			Y	Y	Y		Y
24343			Y	Y	Y		Y
24381			Y	Y	Y		Y
24348			Y	Y	Y		Y
24363			Y	Y	Y		Y
24171			Y	Y	Y		Y
24312			Y	Y	Y		Y

24382			Y	Y	Y		Y
24368			Y	Y	Y		Y

EXHIBIT B – SERVICE REQUIREMENTS

1. DESCRIPTION OF SERVICES

A. Broadband Technologies

Broadband technologies include: DSL, Fiber To premise, Ethernet Private Line inclusive of Point-to-Point and Multipoint-to-Multipoint (premium), and Cable Modem.

B. Broadband Speed

Suppliers are required to classify their offered technology type according to the following bandwidth tiers:

Tier	Min. Download Speed
1	<1 Mbps
2	<5 Mbps
3	10 Mbps
4	20 Mbps
5	40 Mbps
6	100 Mbps
7	200 Mbps
8	400 Mbps
9	600 Mbps
10	800 Mbps
11	1,000 Mbps
12	2,000 Mbps
13	4,000 Mbps
14	6,000 Mbps
15	8,000 Mbps
16	10,000 Mbps

C. PRI Services

Suppliers must provide all features proposed in the same format in which they would be billed.

D. Standard Installation

All Services are to be installed to a location accessible to the users' equipment (e.g. router or computer). The provider installed equipment is to provide an Ethernet or fiber connection for customer's use. Standard installation includes activation, testing, and customer verification that the requested services are working.

E. Time and Materials Hourly Rate

If additional work is needed outside of the standard installation process to complete the install; the work will be completed as a time and materials expense. The customer must be provided an

estimate in advance and given the option to proceed or cancel the order and the charges must be billed directly to the eligible end user.

F. Special Construction Charges

Special construction charges are allowed on an individual case basis. The customer must be provided an estimate in advance and given the option to proceed or cancel the order and the charges must be billed directly to the eligible end user.

G. Monthly Service

Monthly service pricing may be available in two options 1) month to month service pricing (no minimum service terms), and 2) three year fixed term pricing with the goal of reducing investment risks for suppliers and to reduce costs for the commonwealth. See Exhibit A, Pricing, for the applicable monthly service pricing.

All monthly charges for services are to include use and service for all supplier provided equipment. All equipment needed to install the service shall be provided, maintained, and supported by the supplier.

H. Static IP Address

Static IP addresses are available as a separate feature to the customer if not included in the standard service offering. See Exhibit A, Pricing, for the applicable Static IP address pricing.

I. Optional Unlimited Voice Service

Voice services are not available.

J. Optional Television Services

Customers will be allowed to order the business television services as a standalone service option. Television charges must be billed directly to the eligible end user.

K. Locations

See Exhibit A, Pricing, for a list of zip codes where the Supplier has reported service availability.

L. Installation Date

The Supplier shall install Services within ten (10) business days of its receipt of a valid order from VITA or a designated DSP Participant.

If Supplier will not be able to complete installation within ten (10) business days of its receipt of the order, Supplier shall propose a firm installation date no later than three (3) business days after its receipt of the order. VITA or the DSP Participant may, in its sole discretion accept the proposed installation date or rescind its order without liability by giving Supplier notice within three (3) business days of its receipt of the proposed alternative installation date.

Supplier's failure to comply with the identified time frames shall be deemed a default, and VITA may, at its sole discretion and in addition to all other available remedies, exercise its rights pursuant to the Term and Termination section of this Contract. Supplier shall not be deemed in default if its failure to comply is a result of the failure of the public body which is to receive Supplier's Services to provide any necessary access or support as identified in the applicable order.

M. Installation

Unless otherwise authorized in writing by VITA or the DSP Participant, Supplier shall not, in performing installation Services, interfere with the any existing telecommunications cabling systems of the public body which is the recipient of Supplier's Services in a manner that causes operational outages. Notwithstanding the foregoing, in the event that temporary modifications to the existing telecommunications cabling systems become necessary to complete the installation of the new service, the Supplier shall notify the on-site point of contact for the public body which is the recipient of Supplier's Services of such need and shall schedule a mutually agreeable time for such modifications to be completed.

N. Acceptance

Service(s) shall be deemed accepted when VITA or the DSP Participant determines that the Services ordered meet the requirements or written criteria set forth herein and/or the applicable order. VITA or the DSP Participant shall commence Acceptance testing within a reasonable time period after commencement/performance of the Service or within such longer time period mutually agreed upon by the Parties to the order. VITA shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the DSP Participant, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's Services fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the DSP Participant may require the Supplier to re-perform such Services.

Supplier agrees to provide to VITA such assistance and advice as VITA may reasonably require, at no additional cost, during such Acceptance testing. Any travel expenses not included in the fixed price of an order must be pre-approved by VITA or the DSP Participant and shall be reimbursable by VITA or the DSP Participant at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics_Cardinal/20335-2015.pdf, or a successor URL(s)). DSP Participants who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

Acceptance shall be effective for the purpose of making payment for Services, as applicable, provided, however, Acceptance by VITA or the DSP Participant following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or the DSP Participant after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default".

O. Service Levels and Remedies

Supplier shall provide a telephone number(s) for the reporting of technical support and service problems encountered by VITA, or the DSP Participant, which is the recipient of Supplier's Services. The technical support contact shall be staffed and available twenty-four hours per day, seven days a week, including weekends and holidays.

Supplier shall provide Services with an aggregate availability of ninety-nine percent (99%) during each three-month period during the Contract term to VITA and DSP Participants under this Contract.

VITA or the DSP Participant shall be credited twenty percent (20%) of the applicable monthly service charges for each occurrence during which VITA or the public body which is the recipient of Supplier's Services is denied use of the Service due to failure of the Supplier's Service or Supplier-provided equipment failures and disruptions for eight (8) or more consecutive hours. A separate twenty-percent credit shall apply to the each 24-hour period, of a failure or disruption, beginning with the commencement of the failure or disruption, until it is resolved.

Any performance credit due to VITA or the DSP Participant should be applied to the appropriate account on the next billing cycle after the service outage.

Supplier may have additional Service Levels and Remedies specific to the services provide under this Contract and Authorized Users of this Contract are authorized to accept any additional service levels above and beyond the minimums listed here. However, if these contain any language that is in conflict with the terms and conditional in this Contract document, the Contract document shall take precedence. Authorized Users are not required to sign any alternative agreement with Supplier and are not permitted to sign any agreements that contain terms and conditions that conflict with this Contract.

2. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers within each technology service type in order to determine the best solution for the Commonwealth.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Service(s) by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

If the answer in column B below contains any language or embedded links that introduce conflicts with the terms and conditions in this Contract, the Contract will take precedence.

A. General

No.	Requirement	A	B
A-1	Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537	Y	

	If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.		
A-2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain.	Y	
A-3	Does your proposal include multiple broadband technologies? Please describe all types of technologies (e.g. DSL, Fiber to the premise, Ethernet Private Line inclusive of Point-to-Point and Multipoint-to-Multipoint (basic and premium), Cable Modem, WISP, Satellite, other) offered in column B.	Y	
A-4	It is expected that monthly charges for services are to include use and service for all supplier provided equipment. All equipment needed for the requested service(s) to function shall be provided, maintained, and supported by the supplier. Do you agree to comply with the above statements?	Y	
A-5	Does your organization currently have existing customers for each of the services for which you are offering?	Y	
A-6	Are there any technologies that your organization anticipates providing in the future that is not being offered today? Please list any future technologies that your organization may provide in the next 6 months.	Y	SIP TRUNKING
A-7	Will your organization provide technical resources to assist customers in selecting the appropriate technology and services to fulfill their business needs? Please explain.	Y	
A-8	Is your organization registered as a Universal Service Fund (USF) Participant? If yes, please provide your SPIN number in column B.	Y	143001405
A-9	Does your proposal include an acceptable use policy (AUP) for Internet services?	N	

B. **PRI Services**

No.	Requirement	A	B
B-1	Does your proposal include PRI services?	Y	
B-2	If yes to B-1, are you proposing flat rate and/or message rate PRI? Please describe in detail.	Y	Flat Rate
B-3	Does your PRI offering include available features? Please list all proposed features in the same format in which they would be billed.	Y	See Exhibit A Pricing

C. **Other Services**

No.	Requirement	A	B
C-1	Do your proposed broadband service(s) provide the options of static IP addresses?	Y	
C-2	If yes to C-1, will your broadband service include one static IP address with your standard service offering? If no, can it be added at the customer's option?	Y	
C-3	The Commonwealth defines the unlimited voice service as a flat rate business line that includes basic voice mail features and unlimited local and domestic long distance services. Does your proposal include unlimited voice service as defined above? If yes, please list all included features for your voice service offering.	N	Basic unlimited voice service...Voice mail & Long Distance optional
C-4	Is your organization offering business television services? Please list the networks offered in each business package proposed.	Y	Where service is available See Exhibit A Pricing

D. **Installation and Support Services**

No.	Requirement	A	B
D-1	VITA will utilize the TSO process to order services as described in the RFP under Section 4. Present Situation, B. Scope of this Solicitation, 12. Ordering Process. Does your organization agree to comply with the ordering process as defined?	Y	
D-2	Does your organization provide field technicians to perform installation services? If yes, please list how many field technicians support installations for your defined service areas.	Y	8
D-3	Please explain how your organization provides 24/7 technical support and list all network support center locations.	Y	Vision Net 24/7 call center, contacts on call techs
D-4	Does your organization have a process to resolve billing disputes? If yes, please describe the process.	Y	Dedicated Account Representatives handle each account
D-5	Do your proposed services include service level agreements beyond the minimums listed in Exhibit B Service Requirements of the RFP 2015-17 Broadband Services	Y	Citizens has it's own SLA

	Contract document? If yes, please describe.		
D-6	VITA is in the process of upgrading its telecommunications billing system. Will your organization work with VITA to provide electronic billing that is compatible with the new billing system?	Y	
D-7	VITA expects the Supplier to deliver to VITA one consolidated monthly invoice in a "flat" data format that can be electronically manipulated (e.g. Excel, CSV) for all services ordered by and billable to VITA pursuant to this Contract. Can your organization meet this requirement?	Y	
D-8	Does your proposal include a detailed organization chart with escalation points of contact for each service proposed?	Y	

E. **Pricing Schedule**

No.	Requirement	A	B
E-1	Is your proposed pricing schedule complete?	Y	
E-2	Does your proposed pricing reflect reasonable pricing compared to current market conditions?	Y	
E-3	Does your proposed pricing reflect any discounts from your standard price list?	Y	
E-4	Is your organization willing to adjust its prices in the future to reflect changing market conditions?	Y	Maybe...
E-5	Is your proposed rate for each technology and tier offered for all zip codes currently available?	Y	
E-6	Is your proposed rate for each technology and tier available for future zip codes offered (expansion)?	Y	

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE

PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER
*** OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED ***

VTA ORDER NO : 704805-999-VTA
ACCOUNT NO. : VTA999
VTA CONTACT : MARGARET A. MORAN
TELEPHONE : 804/371-8534
COPY TO :

PROJECT: MAM-0423
REQUESTED DUE DATE: 20070502

VTA APPROVAL : _____ DATE: _____

ACTIVITY CODE: 0136000
AGENCY LOG NO:
AGENCY : VA INFORMATION TECHNOLOGIES AGY
COORDINATOR : PAUL HOPPES, ALVIN SEAY
ADDRESS : 110 SOUTH 7TH ST.
CITY : RICHMOND
STATE: : VA
ZIP: 23219
TELEPHONE : 804/371-5580

VENDOR : VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ADDRESS : 110 SOUTH 7TH STREET
CITY : RICHMOND
STATE : VA
ZIP: 23219
REMARKS TO VENDOR:

SERVICE REP: _____

TELEPHONE : _____ DUE DATE: _____

S.O. NOS : _____ _____ _____ _____

REMARKS FROM VENDOR:

_____

_____

_____

_____

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

CONTACT: JANE DOE
SERVICE ADDRESS: 110 S. 7TH ST.
RICHMOND, VA 23219

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Robert Weeks

Printed Name: Robert Weeks

Organization: Citizens

Date: 11/4/2015

EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

The following individuals are authorized by VITA to submit orders for services:

- Linda Brown
- Margaret Moran
- Pamela Wood-Henry

EXHIBIT F – NOT APPLICALBE

EXHIBIT G – QUARTERLY PERFORMANCE REPORT

SUPPLIER QUARTERLY PERFORMANCE REPORT

BROADBAND SERVICES CONTRACTS

Date of Report:
Contract Number:
Supplier Name:
Address: **Phone Number:**
City: **State:** **Zip:** **E-mail:**

AGENCY, INSTITUTION OR CUSTOMER NAME	SERVICE INSTALLATION LOCATION	SERVICE DESCRIPTION	BROADBAND SERVICE TIER (1-16)	DATE SERVICE INSTALLED	DATE OF SERVICE OUTAGE (IF APPLICABLE)	DATE/TIME SERVICE OUTAGE REPORTED (DD/MM/YY HH:MM)	DATE/TIME SERVICE RESTORED (DD/MM/YY HH:MM)	ROOT CAUSE OF OUTAGE & CORRECTIVE ACTION	SLA SERVICE CREDIT HOURS DUE COVA	TOTAL CREDIT AMOUNT DUE/PAID TO VITA	TOTAL CREDIT AMOUNT DUE/PAID TO DSP PARTICIPANT
TOTAL SLA PERFORMANCE CREDIT DUE TO COVA										$0.00	$0.00
TOTAL DUE (When making Credit payment, please include contract number on check)											

Please submit this report to: scminfo@vita.virginia.gov