TDS® Solution

Specially Prepared
for
Calhoun County
School District
Erate Funding Year 2015-2016
District Area Network Project
March 19, 2015

Erate Funding Year 2015-2016
District Area Network Project

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Tab 1

Executive Summary
Executive Summary

After careful review of each of the solutions listed in the RFP for the District Area Network Project, TDS Telecom is pleased to present our proposed solution for the Managed Ethernet Services option. As you are aware, there are six (6) locations within our service footprint. We are proposing to provide a Metro Ethernet high-speed, private connection between the following six (6) schools:

- Calhoun City Elementary School
- Calhoun City High School
- Calhoun City Middle School
- Calhoun County Career & Tech Center
- Vardaman Elementary School
- Vardaman High School

This Managed Ethernet solution will provide a secure LAN network service for interoffice communications. It will also provide 1G connectivity between all six locations in the TDS Telecom service area. Connectivity would be provided via fiber transport with fiber to copper transceivers. TDS Telecom uses Cisco Metro-Ethernet switch infrastructure with private ELAN configured for private customer communication. On the next page, you will find a diagram visually displaying our proposed solution.

Because we understand that one of the goals for CCSD is to have private, district-wide, high-speed connectivity, we are also willing to explore partnering with the Bruce Telephone Company, should both companies win the bids for the locations within their respective service footprints.
Calhoun County School District

TDS Territory

1 Gbps TDS Co.

506 East Seamans
Calhoun City

201 N. Beadle St
Calhoun City

207 Jackson
Calhoun City

302 N. Madison
Calhoun City

106 W.B. Gregg
Vardaman

114 W.B. Gregg
Vardaman

Catalyst 2960 Series
PoE-8
SYST DUPLX SPEED MODE COC I S
POWER OVER ETHERNET
13X 14X
11X 12X
23X 24X
STAT RPS PoE
1X 2X
1 2 3 4
5 6 7 8
9 10 11 12
13 14 15 16
17 18 19 20
21 22 23 24

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Tab 2

RFP Response
V. E-Rate Requirements

a. Universal Service Fund (USF) - As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to “establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries.” The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the approximate $5 billion (annual) program known as E-Rate. Schools and libraries must apply for eligible services from eligible service providers every year. The eligible services fall into the following categories:

i. Category 1: Telecommunications, Telecommunications Services & Internet Access

ii. Category 2: LAN and WLAN Internal Connections & Basic Maintenance of Internal Connections

TDS acknowledges Section V.a. in its entirety.

b. General E-Rate Requirements

i. The Vendor must comply with the requirements of the Universal Service Fund (USF) program. E-Rate entities utilizing the contract(s) resulting from this RFP reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USF funding commitments.

ii. All services and products requested within this RFP will be made available to the schools identified in the Attachment C and therefore must meet all E-Rate guidelines for eligible services and products, service providers, and contracts.

   Acknowledge. Please note that our references to ineligible items/services in the bid are based upon our understanding of the Eligible Services List, and upon interpretations provided directly from the Schools & Libraries Division. According to our interpretation, the services and products outlined in this RFP meet E-Rate guidelines.

iii. The Vendor must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN).

   Our SPIN for the CCSD is 143001605.
iv. The Vendor must commit to meet all required participation guidelines.
   Acknowledged
v. Price markups to standard provider pricing are not allowed for K-12 schools.
   Acknowledged

c. Service Provider Responsibilities
   i. The Vendor must specify the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Vendor’s company. The Vendor must also commit to provide updated information should that contact information change, and must commit to do so within 7 days of the change.
   Our E-Rate contact is:
   Ms. Kay Midthun
   Associate Manager – Strategic Vertical Marketing
   P: (608) 664-5233
   F: (608) 664-5250
   kay.midthun@tdstelecom.com
   ii. The Vendor must provide its Service Provider Identification Number (SPIN) (FCC Form 498). Acquiring a SPIN Number:
   http://www.usac.org/sp/about/obtain-spin/default.aspx
   Our SPIN for the CCSD is 143001605.
   iii. The Vendor must agree to maintain the Service Provider Annual Certification Form (FCC Form 473)
   Acknowledged
   iv. The Red Light Rule states that the FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the FCC. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified.
   Acknowledged
   v. The Vendor must agree to notify the CCSD in the event the Vendor/Service Provider has been subjected to the “Red Light Rule”.
   Acknowledged
   vi. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) for that service provider (or applicant) and no invoices will be paid.
   Acknowledged
vii. The Vendor must commit that to the best of its ability they will ensure that all services for which E-Rate discounts are being requested under the contracts resulting from this RFP, are indeed eligible services as described in the Eligible Services List (ESL) which can be found at the link provided below: http://www.universalservice.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx. Any ineligible products or services that are proposed as part of the vendor’s response to this RFP, must be clearly identified. Acknowledge. Please note that our references to ineligible items/services in the bid are based upon our understanding of the Eligible Services List, and upon interpretations provided directly from the Schools & Libraries Division. According to our interpretation, the services and products outlined in this RFP meet E-Rate guidelines.
viii. The Vendor must agree to abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For a complete program overview the Vendor can visit the following link: http://www.universalservice.org/sl/default.aspx Acknowledged
ix. The Vendor must agree, that in the event of an E-Rate audit or Program Integrity Assurance (PIA) review, they will respond within 3 business days to any and all questions associated with its contracts, proposals, or processes. Acknowledged
x. The Vendor and its subcontractors must maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, and other data relating to the Vendor’s services to the CCSD eligible entities. All such records must be retained for ten (10) years after last date of service or whatever retention period is required by the rules in effect at the time that services are delivered and shall be subject to inspection and audit by the customer. Acknowledged
xi. The Vendor must have an internal audit process in place to ensure compliance with E-Rate program rules and regulations. Acknowledged
d. The Vendor must provide eligible entities the “Lowest Corresponding Price” (LCP) for services (refer to FCC 47 CFR § 54.500(f) and 47 CFR § 54.511(b)).
i. Rule 47 CFR § 54.500(f) states that the lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services.
ii. Service providers shall offer schools and libraries services at the lowest corresponding prices throughout its geographic service areas. The “geographic service area” shall be the area in which a service
provider vendor is seeking to serve customers with any of its E-Rate services.

iii. Service providers shall not avoid the obligation to offer the lowest corresponding price to schools and libraries for interstate services by arguing that none of its non-residential customers are identically situated to a school or library or that none of its service contracts cover services identical to those sought by a school or library.

iv. The FCC will only permit service providers to offer schools and libraries prices above prices charged to other similarly situated customers when those vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service – volume, mileage from facility, and length of contract.

v. Similar services shall include those provided under contract as well as those provided under tariff.

TDS acknowledges Section V.d. in its entirety.

e. Rule 47 CFR § 54.511(b) states that the provider of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the Lowest Corresponding Price (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory.

Acknowledged

f. The Vendor, regardless of the size of the company, must provide LCP for a school or library. A service provider’s obligation to provide the LCP shall not be tied to a response to an FCC Form 470 or this RFP.

Acknowledged
g. The E-Rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue all Funding Commitment Decision Letters (FCDL), before the July 1st start date. Therefore, service providers may be unable to get USAC reimbursements until sometime later in the year; in some cases even in the last quarter. Many applicants simply do not have the budgets to pay full, undiscounted prices for services, especially recurring services, until the time they get notification of funding approval. Therefore, it is preferred that service providers use the Service Provider Invoice (SPI) method for invoicing the applicant.

h. The CCSD reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the contract term coincide with an E-Rate “program/funding year” or an extended service end date for an E-Rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the FCC and/or USAC.

TDS is not aware of any familial conflict, but cannot sign the affidavit because with over 5,000 employees Nationwide it is not possible to make a concrete determination given the timeframe of this RFP.
VI. Telecommunications/Network Requirements

a. Construction of Private Network
   i. Direct building to building private district owned fiber. This would be a closed network connecting all district buildings together. The specifications for fiber construction are provided in Attachment A and the site address information in Attachment C.

   TDS is not providing a solution or cost proposal for the construction of a private network.

b. Construction of Private Fiber Network with Local Telco Connection
   i. Direct building to building private district owned fiber, but the fiber will also be terminated in the local incumbent telephone company’s central office. The specifications for fiber construction are provided in Attachment A and the site address information in Attachment C.

   TDS is not providing a solution or cost proposal for the construction of a private network with local telco connection.

c. Dark Fiber lease
   i. Dark Fiber leased from a telecommunication’s company or an Internet Service Provider that provides fiber infrastructure that meets TIA/EIA standards and is terminated in all school sites as well as the local incumbent telephone company’s central office.

   TDS is not providing a solution or cost proposal for a Dark Fiber lease.

d. Managed Ethernet Services
   i. The Vendor must propose Managed Ethernet Services that include 1) equipment configuration, management, troubleshooting, and maintenance, 2) transport configuration, management, troubleshooting, and maintenance, 3) maintaining a service desk that coordinates trouble tickets associated with the CCSD network, 4) reporting on trouble tickets, utilization statistics, and monthly network trends, and 5) coordinating network upgrades, performance adjustments, and corrective actions in the network.

   Our proposed solution includes all these services.
ii. The Vendor must provide the equipment at both the provider edge and the customer edge to facilitate a fully functional service to hand-off Ethernet connectivity to the customer LAN at the customer site.

Acknowledged

iii. The Vendor must own the problems associated with the telecommunications services from the hand-off at the customer site to the provider core equipment in its network.

It is TDS policy to be accountable for problems with telecommunications services from the customer hand-off location all the way back to our network.

iv. The Vendor must propose high-speed packet transport that is based on Ethernet transmission parameters that meet the most current IEEE standards. Vendor must propose fiber-based Ethernet services in 100Mbps, 500Mbps, and 1Gbps options.

For details of the TDS proposed solution, please see the Executive Summary.

v. The Vendor must provide multipoint bridging capabilities for aggregating Ethernet Connectivity.

Acknowledged

vi. The Vendor must clearly identify the customer’s responsibilities for termination of this service at the customer location.

This will be covered in installation meetings.
VII. Installation Requirements

a. The vendor must provide standard procedures for ordering and installing the proposed services. Installation coordination must include, at minimum, a planning meeting to determine responsibilities, scheduling the installation dates for each school, addressing any transition issues that might arise, addressing any facility issues with CCSD (rooms, cooling, power, etc.) and providing a complete inventory of the fiber resources or circuit information to the customer.

After bid award, a Project Consultant from TDS will meet with CCSD to conduct this meeting. Each of these points will be addressed at the meeting, and site surveys scheduled.

b. The Vendor must specify its standard installation intervals for the proposed services.

Here are standard installation intervals for our Managed Ethernet solution. Actual time of completion may vary depending on permitting, geographical issues or weather events.

Where fiber infrastructure exists:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Survey</td>
<td></td>
</tr>
<tr>
<td>Testing of Fiber for integrity of lines</td>
<td></td>
</tr>
<tr>
<td>Installation of equipment at Schools</td>
<td>10 (10) Business Days</td>
</tr>
<tr>
<td>Installation of equipment at TDS CO</td>
<td></td>
</tr>
<tr>
<td>TDS build of circuit from CO to Schools</td>
<td></td>
</tr>
<tr>
<td>Initial provisioning, programming</td>
<td>15 (15) Business Days</td>
</tr>
<tr>
<td>Turn up equipment (for testing purposes)</td>
<td></td>
</tr>
<tr>
<td>Build remainder of circuit</td>
<td></td>
</tr>
<tr>
<td>Test circuit</td>
<td></td>
</tr>
<tr>
<td>Resolved and transmission issues</td>
<td></td>
</tr>
<tr>
<td>Make Managed Ethernet Live</td>
<td></td>
</tr>
</tbody>
</table>
Where fiber infrastructure does not exist:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Survey</td>
<td>Fifteen (15)</td>
</tr>
<tr>
<td>Engineering Plans drawn</td>
<td>Business Days</td>
</tr>
<tr>
<td>Build out of fiber network</td>
<td>Fifteen (15)</td>
</tr>
<tr>
<td>(Permitting issues will delay build out, as well as any geographical</td>
<td>Business Days</td>
</tr>
<tr>
<td>issues encountered, and weather events)</td>
<td></td>
</tr>
<tr>
<td>Installation of equipment in schools</td>
<td>Fifteen (15)</td>
</tr>
<tr>
<td>Installation of equipment in TDS CO</td>
<td>Business Days</td>
</tr>
<tr>
<td>Turn up fiber, test integrity</td>
<td></td>
</tr>
<tr>
<td>Build remainder of circuit from TDS CO to Schools</td>
<td></td>
</tr>
<tr>
<td>Test circuit</td>
<td></td>
</tr>
<tr>
<td>Resolved and transmission issues</td>
<td></td>
</tr>
<tr>
<td>Make Managed Ethernet Live</td>
<td></td>
</tr>
</tbody>
</table>

c. The Vendor must be capable of extending the fiber or circuit to the desired location behind the minimum point of entry at the schools. The additional cost or this service must be clearly identified along with the identification of whether the Vendor or a subcontractor will be providing this extension.

TDS will extend the fiber or circuit to the desired location behind the minimum point of entry at the schools. The additional cost for this service would be an estimate based on time and materials.

d. The Vendor’s installation services must include all required products and services needed to install a functional service. This includes planning/engineering, termination, cross-connects splices, terminating hardware setup, programming, mounting, and related services.

Acknowledged
e. The Vendor must comply with all applicable codes, licenses, certifications, and standards, in the State of Mississippi as it relates to the proposed installation services.

Acknowledged

f. The Vendor must agree to perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The Vendor may be required to provide documentation of test results if so requested.

Acknowledged
VIII. Support Requirements for Private Fiber

a. The Vendor must provide a telephone support number that is available 24 x 7 for support of fiber related problems (i.e. fiber cuts, breaks, bad connectors, etc.).

   TDS has 24x7x365 customer repair and support team. Upon calling the repair number, customers are prompted to specify the specific service they are calling about. This will be the point in time where Calhoun School District will be able to choose that they are calling regarding a Data issue, and the call will be routed to the appropriate team members with expertise in resolving issues for that particular product set.

b. The Vendor must maintain an inventory of the installed resources that includes all pertinent site information.

   TDS has multiple internal customer management systems that require all inventory of services per customer, and by location, to be updated and fully accurate prior to proceeding with installation. This information will remain updated with any moves, adds, or changes, and is easily accessible by the dedicated Account Manager to monitor and address any questions that the customer may have.

c. The Vendor will be required to participate in regular customer status meetings during the installation and implementation phases of the resulting contracts. The Vendor may be requested to attend meetings to review performance or service issues with the fiber resources or to discuss, plan and coordinate additional network growth after initial installation is completed.

   The Project Consultant will be available to remotely attend and help coordinate status meetings throughout the installation process, and following installation of the services Calhoun School District’s dedicated Account Manager will also remotely be available as a resource throughout the life of the contract. Both will have a hand in coordinating specialized product resources for TDS if and when needed.
IX. Support Requirements for Telecommunications Services

a. The Vendor must provide a telephone support number that is available 24 x 7. The support center must 1) be familiar with the CCSD account and network, 2) be staffed with resources that are proficient in spoken and written English, and 3) maintain and own trouble tickets reported by CCSD until those troubles are resolved.

For issues regarding TDS service, our Customer Repair team can be contacted at 877-483-7142. The Customer Repair team is highly skilled, and is available to help you 24x7x365. Our Commercial Repair call center is located in Madison, Wisconsin. All of our staff is proficient in spoken and written English. TDS routinely maintains and owns trouble tickets reported by our customers until those troubles are resolved.

b. The Vendor must provide telephone response to customer problems in one (1) hour or less and provide onsite support (if required) in four (4) hours or less.

Our contact center answers 70 percent of calls within 30 seconds or less. More than 65 percent of our service calls are resolved on first contact when you call in, which equates to a faster resolution time. For problems that require onsite support, please see the chart in Part d of this section for response times (which are dependent on the Severity Level).

c. The Vendor must have network engineering support 24 hours per day, 365 days per year. Though the CCSD operates like most K12 schools and is typically open Monday – Friday between 7 am and 5 pm, the schools do have extracurricular activities that may require network access in the evenings and on weekends. Additionally given that much of the future curriculum and testing will require network and Internet Access, should problems occur after hours, support may be necessary to restore services prior to normal operating hours.

For issues regarding TDS service, our Customer Repair team can be contacted at 877-483-7142. The Customer Repair team is highly skilled, and is available to help you 24x7x365.

d. The severity of the issue/support problem shall determine the average problem resolution response time under the contract as follows:

   i. Severity Level 1 shall be defines as an urgent situation, where the customer’s services are down and the customer is unable to
use/access the services. The Vendor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed four (4) business hours.

ii. Severity Level 2 shall be defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc.). The Vendor shall resolve Severity Level 2 problems as quickly possible, which on average shall not exceed eight (8) hours.

iii. Severity Level 3 shall be defined as a minor problem that exists with the service but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor shall resolve Severity Level 3 problems as quickly as possible which on average shall not exceed forty (40) business hours.

Our contact center answers 70 percent of calls within 30 seconds or less. More than 65 percent of our service calls are resolved on first contact when you call in, which equates to a faster resolution time. If a reported issue is not resolved on first contact, it is dispatched to the appropriate team for advanced or field troubleshooting. These troubles are triaged and worked based on the severity of the issue that is reported. Severity level categories are:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Target Resolution Times for Troubles Reported During Business Hours (Monday-Friday 8 a.m. -5 p.m.)</th>
<th>Troubles Reported Outside of Business Hours</th>
<th>Examples (not inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Severity (Level 1)</td>
<td>4 Hours</td>
<td>8 Hours</td>
<td>All services are unavailable</td>
</tr>
<tr>
<td>High Severity (Level 2)</td>
<td>8 Hours</td>
<td>16 Hours</td>
<td>Data service is in a degraded state (intermittent service or data down)</td>
</tr>
<tr>
<td>Low Severity (Level 3)</td>
<td>24 Hours</td>
<td>36 Hours</td>
<td>Service impacting but not impacting IP stability</td>
</tr>
</tbody>
</table>

*Resolution commitment times are only if TDS is responsible for the trouble from end to end. We do not offer any guarantees or credits if these commit times are not met.
e. The Vendor must provide written notification of any planned upgrades, modifications, etc. to the Vendor’s infrastructure that may affect CDS services.

Acknowledge

f. The Vendor must maintain an inventory of the services provided that includes all pertinent site information

Acknowledge

g. The Vendor will be required to participate in regular customer status meetings during the implementation and migration phases of the resulting contracts as well as ongoing monthly contract management meetings to review new service issues, plan and coordinate network upgrades, and report on progress related to active network issues.

Acknowledge
X. Service Level Objective Requirements

The Vendor must provide a complete list of their standard service level objectives and related remedies for any telecommunications services proposed and must commit to negotiate service level objectives and related reporting requirements.

Please see the following page for our Addendum – TDS Internet Access Service Level Agreement (SLA).
ADDENDUM NUMBER
to the
TELECOMMUNICATIONS SERVICE AGREEMENT
between
TDS AND
DATED

This Addendum Number ("Addendum"), is made and entered into , by and between TDS and ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated , the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement.

The Addendum is effective as of the first day of the second month after initial installation of Internet Service, and is only applicable to Customer’s Internet Service.

Customer and TDS agree to modify the Agreement as set forth below:

<table>
<thead>
<tr>
<th>Component</th>
<th>Goal</th>
<th>Actual Measurement</th>
<th>Remedy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AVAILABILITY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goal</td>
<td>Availability/Remedy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>99.999%</td>
<td>Each cumulative hour of Network Downtime or Circuit Downtime during a calendar month qualifies the Customer for one day's charges pro-rated from the MRC of the Affected Service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LATENCY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goal</td>
<td>Actual Latency/Remedy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 ms</td>
<td>41-50 ms = 10% of MRC</td>
<td>51-70 ms = 25% of MRC</td>
<td>Greater than 70 ms = 50% of MRC</td>
</tr>
<tr>
<td>** PACKET DELIVERY**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goal</td>
<td>Actual Packet Delivery/Remedy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>99.50%</td>
<td>99.49% - 99.01% =10% of MRC</td>
<td>99.00% - 90.00% =25% of MRC</td>
<td>Less than 90.00% = 50% of MRC</td>
</tr>
</tbody>
</table>

**COMPONENTS INCLUDED:** Network Availability, latency, and packet delivery are 15 minute average measurements taken between head end routers.

**MEASUREMENT:**

**Availability:** Circuit Downtime: exists when a particular Customer circuit (the "Affected Service") is unable to transmit and receive data and TDS records such failure in the TDS trouble ticket system. Circuit Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again able to transmit and receive data. Network Downtime: exists when the TDS IP Network is not available to route customer packets to the TDS edge routers. Network Downtime will be measured on an ongoing basis every 15 minutes to adequately determine a consistent average monthly performance level for availability.

**Latency:** The average roundtrip network delay ("Latency") will be measured on an ongoing basis every 15 minutes to adequately determine a consistent average monthly performance level for Latency at the head end router.
Packet Delivery: Packet Delivery will be measured on an ongoing basis every 15 minutes to adequately determine a consistent average monthly performance level for packets actually delivered between head end routers.

REMEDIES: Upon Customer's request to TDS Repair made within five (5) business days of the last day of the month in which the relevant SLA was not met, and TDS's confirmation that the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to charges for the month in which the event giving rise to the credit occurred. The maximum, cumulative SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Affected Service with respect to Availability; or (ii) 50% of the MRCs of the Affected Service with respect to Latency and Packet Delivery. In no event shall the total credits, in the aggregate for all SLAs issued in one month, exceed the equivalent of 50% of the relevant MRCs for the Affected Service. These credits shall be TDS's sole liability and the Customer’s exclusive remedy under this service level agreement Addendum and shall be in lieu of, and not in addition to, the remedy set forth in Section 9 of the Agreement (Interruption of Services).

SERVICE CREDIT EXCEPTIONS:
Service credits shall not be issued where the Service is unavailable as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by TDS; (iii) Force Majeure events; or (iv) scheduled service maintenance, alteration, or implementation.

MAINTENANCE:
Normal Maintenance. "Normal Maintenance" refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this Addendum. Normal Maintenance shall be undertaken only on mornings between the hours of 10:00 PM and 6:00 AM Local Time.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct network conditions that are likely to cause a material Service outage. Such effects related to Urgent Maintenance shall not entitle Customer to service credits as set forth in this Addendum. TDS may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum.

TDS

________________________  ________________________
Signature                 Signature

________________________  ________________________
Print Name                 Name

________________________  ________________________
Title                     Title

________________________  ________________________
Date                      Date
XII. Contract Terms

a. The contract that is awarded as a result of this RFP will be a 5 year contract with no extensions. This is to allow CCSD to be able to take advantage of the Simplified Application Process (SAP) that the FCC has implemented for E-Rate. The FCC has determined that a contract that is more than 5 years in length, including any and all extensions is not eligible for SAP.

i. CCSD reserves the right to reject any and all proposals, including those with exceptions, prior to and at any time during negotiations. Where the vendor has taken an exception to a requirement, the exception(s) will be accepted or rejected at the sole discretion of CCSD.

ii. CCSD reserves the right to waive any defect or irregularity in any proposal.

iii. A vendor may propose services to all sites listed in Attachment C, or a vendor may propose services to any subset of those sites.

iv. CCSD reserves the right to award these services to a single vendor or multiple vendors.

v. The award of a contract(s) as a result of this RFP does not obligate CCSD to go forward with the purchase of any products or services.

vi. The issuance of a funded FCDL (Funding Commitment Decision Letter) by USAC (Universal Service Administration Company) does not obligate CCSD to go forward with the purchase of any products or services.

vii. CCSD will issue a Purchase Order (PO) when the decision has been made to purchase any of the contracted products and/or services that result from this RFP.

viii. The first day of the contract will be July 1, 2015 and will be designated as the Contract Award Date, regardless of when the vendor is selected and the contract is signed.

ix. The Contract End Date will be June 30, 2020.

x. Eighteen months into the contract, starting in January of 2017 and ending May 1, 2017, CCSD will perform a Price Redetermination in which current (at that time) market pricing will be examined. If that examination determines that the current market pricing is significantly lower than the CCSD contract pricing, CCSD will ask the vendor to lower pricing to match or better current market pricing. If the vendor is unable to or unwilling to match or better the pricing then CCSD reserves the right to terminate the contract without penalty with a termination date of June 30, 2018.

TDS acknowledges Section XII – Contract Terms in its entirety.
Attachment A – Fiber Construction Specification

I. General Scope of Work

a. The Vendor must provide all labor, materials, equipment, cable, permits, supervision and other items noted in this RFP, that are necessary to provide a complete operable and tested system as defined.
Acknowledged

b. The Vendor must provide materials, equipment, cable and connectors that meets TIA/EIA Industry standards.
Acknowledged

c. The Vendor must secure all permits, inspections, and authorizations required to complete its work associated with this RFP. Any costs associated with these services must be bundled into the proposal cost proposed by the vendor.
Exception – TDS cannot bundle the permit costs into the proposal at this time. A site survey needs to be completed to determine all the permits necessary for build out.

d. The Vendor is responsible for all site surveys and must verify cable paths, building entry points, hub-closet locations, etc.
Acknowledged

e. The Vendor is responsible for confirming the location of existing utilities prior to commencing work. The Vendor must agree to repair and restore any utilities damaged during construction.
Acknowledged

f. The Vendor must terminate 6 strands at each school location and 6 strands for each relative site at the incumbent central office.
Exception – Our quote covers the termination of 2 strands at each school. We can terminate 6 strands, however, we cannot guarantee that all 6 would be able to come live in the future. This would depend upon fiber availability at the location.

g. The CCSD desires for this construction to allow for access by other entities in their area to this infrastructure for services not currently available. The Vendor must propose a multi-strand cable to be buried for the school services and for future use by other entities. The evaluation will include consideration of the total number of strands proposed by the Vendor.
Exception – TDS can do a point-to-point connection, however, other entities will have to purchase co-location services from us.

h. The CCSD Central Office will be the main hub for all connections in a Star Topology.
Exception – TDS is willing to investigate the possibility of working with Bruce Telephone Company to connect to their proposed Managed Ethernet network (should both companies be awarded the locations within our respective footprints) to provide connectivity between the six (6) locations.
within the TDS footprint and the CCSD Central Office (located within the Bruce Telephone Company footprint).

i. Every fiber run from school to CCSD Central Office must run through one of the two local incumbent telephone company’s central office(s). See Attachment D for Site Address Information.

Acknowledged

j. The Vendor must propose a buried fiber solution. Aerial fiber is not considered a valid alternative. If there is an issue with a buried fiber installation and aerial fiber must be considered, the Vendor must clearly define the issue and the reasoning for considering an aerial solution. This should only be considered as a last resort alternative.

Acknowledged

k. The Vendor must detail how their proposed solution will allow for adding additional fiber in the future should the initial resources be consumed. Exception – TDS will ensure fiber for future use for the locations where we have to perform builds (Calhoun City Elementary, Calhoun County Career and Tech Center, Calhoun City Middle School), however we cannot ensure additional future use on the existing fiber network at Calhoun City High School, Vardaman High School and Vardaman Elementary School beyond present capacity.

II. Cable Installation Specifications

a. The mechanical stress placed on the cable during and after installation shall not exceed the cable manufacturer's recommended level or bending radius, and shall not cause the cable to twist, kink, or stretch.

Acknowledged

b. All buried fiber optic cable must be buried with an associated locator wire.

Acknowledged

c. All fiber optic cables must meet generally accepted industry standards and specifications.

Acknowledged

d. Any exposed conduit must be metal conduit.

Acknowledged

e. Buried installations shall be at least 36” below grade.

Acknowledged

f. Fiber optic warning tape must be placed 24” above conduit/inner duct.

Acknowledged

g. All conduits and inner ducts must be properly sealed to prevent water intrusion.

Acknowledged

h. All site MDF locations must be left clean, free of debris and wire scraps, and properly labeled and marked when installation is completed.

Acknowledged
i. The specified six (6) strands of fiber at each site and within the local incumbent telephone company’s central office(s) must be properly terminated. The Vendor must use industry standard connectors that will support the projected future capacity requirements for CCSD (1G to 10G Ethernet). The connectors must be consistent across the entire installation. **Acknowledged**

j. At least 30 feet of slack must be coiled and neatly fastened to a wall at all locations. **Exception – TDS does not typically leave 30 feet of slack.**

k. Detailed test results and documentation for each fiber must be provided. **Acknowledged**

l. All disturbed ground must be appropriately addressed and any damage to site facilities, utilities, etc. must be repaired. **Acknowledged**

m. The Vendor is responsible for any and all “make-ready” costs associated with this project and should include such expenses with their proposal. **Exception – TDS cannot give “make-ready” costs without the completion of site surveys.**

n. The Vendor must place hand holes in front of each school, library, public health institution, and public safety institution that are passed along the fiber path. The Vendor must otherwise place hand holes on every city block within city limits and at every major intersection and every 1500 feet in the county. The Vendor must leave 50 ft of fiber coiled within each hand hole. **Exception – TDS will place hand holes for each school, however not for each public building we pass along the way. Any further use of our fiber build will have to be purchased from TDS by either the entity utilizing it or the company providing connectivity.**

### III. Network Equipment and Management Specifications

a. The Vendor must provide the customer premise equipment for each school site that is necessary to light the fiber, hand-off 1 Gbps Ethernet services to the school LAN, and route between CCSD locations. **Acknowledged**

b. The Vendor must provide the carrier grade equipment necessary to provide Ethernet switching and bridging between, at minimum, the schools sites to be installed at the local incumbent telephone company’s central office(s). **Acknowledged**
c. The Vendor must provide the software, configuration, and installation of a monitoring system to capture data from the network equipment at each of the school district locations and the local incumbent telephone company’s central office(s) for alerting the CCSD on errors or failures and for monitoring utilization and trends on the network. The Vendor must propose the management services associated with managing the networking equipment and the monitoring system defined above. These management services must include 1) equipment configuration, management, troubleshooting, and maintenance, 2) maintaining a service desk that coordinates trouble tickets associated with the CCSD network, and 3) reporting on trouble tickets, utilization statistics, and network trends monthly.

The core of the TDS network has several performance measurements that are monitored. Based on predefined performance thresholds alarms are generated which alert our network monitoring team. The network monitoring team uses Netexpert for storing and displaying network alarms, the team is staffed 24/7/365. This system is also used for historical reporting and trending. While network utilization reports are available for individual customer connections TDS does not monitor or report troubles based on customer circuits.
Tab 3

Cost Proposal
# ATTACHMENT B – COST EVALUATION TABLE

## Option A – Private Fiber Network

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Construction Cost</th>
<th>Miscellaneous Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bruce Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce Upper Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun County School District Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun City Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun City High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun City Middle School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun County Career &amp; Tech Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vardaman Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vardaman High School</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Option B – Private Fiber Network with terminations in Incumbent COs

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Construction Cost</th>
<th>Miscellaneous Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bruce Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce Upper Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun County School District Office</td>
<td></td>
<td></td>
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<tr>
<td>Calhoun City Elementary School</td>
<td></td>
<td></td>
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<tr>
<td>Calhoun City High School</td>
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<tr>
<td>Calhoun City Middle School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun County Career &amp; Tech Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vardaman Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vardaman High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDS Central Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce Telco Central Office</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Option C – Dark Fiber Leased from Telecomm Provider

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Construction Cost</th>
<th>Miscellaneous Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bruce Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce Upper Elementary School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun County School District Office</td>
<td></td>
<td></td>
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<tr>
<td>Calhoun City Elementary School</td>
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<tr>
<td>Calhoun City High School</td>
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<tr>
<td>Calhoun City Middle School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun County Career &amp; Tech Center</td>
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<td></td>
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<tr>
<td>Vardaman Elementary School</td>
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<td></td>
</tr>
<tr>
<td>Vardaman High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDS Central Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce Telco Central Office</td>
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<td></td>
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</table>
## Option D – Managed Ethernet Services

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Monthly Recurring Charge</th>
<th>Non-Recurring charges</th>
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<tbody>
<tr>
<td>Bruce Elementary School</td>
<td>$600.00</td>
<td>$42,875.73</td>
</tr>
<tr>
<td>Bruce High School</td>
<td>$600.00</td>
<td>$1,832.47</td>
</tr>
<tr>
<td>Bruce Upper Elementary School</td>
<td>$600.00</td>
<td>$16,014.18</td>
</tr>
<tr>
<td>Calhoun County School District Office</td>
<td>$600.00</td>
<td>$32,155.46</td>
</tr>
<tr>
<td>Calhoun City Elementary School</td>
<td>$600.00</td>
<td>$1,832.47</td>
</tr>
<tr>
<td>Calhoun City High School</td>
<td>$600.00</td>
<td>$1,832.47</td>
</tr>
<tr>
<td>Calhoun City Middle School</td>
<td>$600.00</td>
<td>$1,832.47</td>
</tr>
<tr>
<td>Calhoun County Career &amp; Tech Center</td>
<td>$600.00</td>
<td>$1,832.47</td>
</tr>
<tr>
<td>Vardaman Elementary School</td>
<td>$600.00</td>
<td>$1,832.47</td>
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<tr>
<td>Vardaman High School</td>
<td>$600.00</td>
<td>$1,832.47</td>
</tr>
</tbody>
</table>
Tab 4

Vendors Background, Experience, and Qualifications
ATTACHMENT D – VENDOR INFORMATION RESPONSE

I. Vendor Information and References

Vendor Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>TDS Telecommunications Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address</td>
<td>525 Junction Road, Madison Wisconsin 53717</td>
</tr>
<tr>
<td>Sales Contact Name</td>
<td>Tim Dentz</td>
</tr>
<tr>
<td>Title</td>
<td>Senior Account Manager</td>
</tr>
<tr>
<td>Phone</td>
<td>(865) 218-1397</td>
</tr>
<tr>
<td>Fax</td>
<td>(877) 239-4538</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:timothy.dentz@tdstelecom.com">timothy.dentz@tdstelecom.com</a></td>
</tr>
<tr>
<td>Technical Contact Name</td>
<td>Rick McGill</td>
</tr>
<tr>
<td>Title</td>
<td>Sales Engineer</td>
</tr>
<tr>
<td>Phone</td>
<td>(865) 218-1374</td>
</tr>
<tr>
<td>Fax</td>
<td>(865) 966-4721</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:rick.mcgill@tdstelecom.com">rick.mcgill@tdstelecom.com</a></td>
</tr>
<tr>
<td>E-Rate Contact Name</td>
<td>Kay Midthun</td>
</tr>
<tr>
<td>Title</td>
<td>Associate Manager - Strategic Vertical Marketing</td>
</tr>
<tr>
<td>Phone</td>
<td>(608) 668-5233</td>
</tr>
<tr>
<td>Fax</td>
<td>(608) 664-5250</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kay.midthun@tdstelecom.com">kay.midthun@tdstelecom.com</a></td>
</tr>
</tbody>
</table>

Provide the following information for the proposing company:

1. A brief history of your company, number of years in business, and location of company headquarters and any offices in Mississippi.
   **Vendor response:** Please see following pages

2. State the year your company was established and the year it began providing telecommunications and/or Internet services. If different, please specify when your company began providing these services in Mississippi.
   **Vendor response:** Please see following pages.

3. Describe any current legal actions against your company, (pending or resolved within the past three years from date of issuance of this RFP that are or were held in a legal venue within the United States), in particular as it relates to the services you are proposing in response to this RFP, and provide the current status of any such actions.
   **Vendor response:** Any material litigation involving TDS is disclosed in public filings at the SEC.

4. Provide verification that your company is an authorized dealer, in good standing, authorized to sell, and able to deliver all services proposed within your response to the RFP and within the timeframes required by the RFP.
   **Vendor response:** Please see our Certificate of Good Standing in the next section.
**Vendor References**

Vendor must provide the following information on separate sheets for three (3) references that are using the Vendor’s services and are similar in scope, complexity, responsibility, and technologies involved.

<table>
<thead>
<tr>
<th>Reference #1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer Name:</strong></td>
<td>Omni Homestead Resort</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>7696 Sam Snead Hwy, Hot Springs, VA 24445</td>
</tr>
<tr>
<td><strong>Name of Contact:</strong></td>
<td>Doug McLaurin</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Director of Information Technology</td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:doug.mclaurin@omnimotels.com">doug.mclaurin@omnimotels.com</a></td>
</tr>
<tr>
<td><strong>Telephone Number:</strong></td>
<td>(540) 839-7955</td>
</tr>
<tr>
<td><strong>Contract or Service Period (month/year to month/year):</strong></td>
<td>12/2013 - 12/2016</td>
</tr>
<tr>
<td><strong>Types of Services Provided</strong></td>
<td>Metro - E (Managed Ethernet)</td>
</tr>
</tbody>
</table>

Please briefly describe the scope of the services provided:

TDS provides a managed ethernet connection for for locations - (1) 10Mbps and (3) 5Mbps

<table>
<thead>
<tr>
<th>Reference #2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer Name:</strong></td>
<td>Camden County Schools</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>311 South East Street, Kingsland, GA 31548</td>
</tr>
<tr>
<td><strong>Name of Contact:</strong></td>
<td>John Bailey</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Information Systems Coordinator</td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:jbailey@camden.k12.ga.us">jbailey@camden.k12.ga.us</a></td>
</tr>
<tr>
<td><strong>Telephone Number:</strong></td>
<td>(912) 729-5687</td>
</tr>
<tr>
<td><strong>Contract or Service Period (month/year to month/year):</strong></td>
<td>01/2012 - 01/2017</td>
</tr>
<tr>
<td><strong>Types of Services Provided</strong></td>
<td>Metro - E (Managed Ethernet)</td>
</tr>
</tbody>
</table>

Please briefly describe the scope of the services provided:

TDS provides a managed ethernet connection for 13 locations. There are nine (9) 1 Gig sites and four (4) 10 Gig sites in their network.
<table>
<thead>
<tr>
<th>Reference #3</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
<td>City of Kingsland</td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 250, Kingsland, GA 31548-0250</td>
</tr>
<tr>
<td>Name of Contact:</td>
<td>Bill Carreira</td>
</tr>
<tr>
<td>Title:</td>
<td>Information Technology Director</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:bcarreira@kingslandga.dot.gov">bcarreira@kingslandga.dot.gov</a></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(912) 729-5613</td>
</tr>
<tr>
<td>Contract or Service Period (month/year to month/year):</td>
<td>01/2009 - 01/2016</td>
</tr>
<tr>
<td>Types of Services Provided</td>
<td>Metro - E (Managed Ethernet)</td>
</tr>
</tbody>
</table>

Please briefly describe the scope of the services provided:

TDS manages a private, high-speed network for the City of Kingsland. This network has seven locations: one (1) 1 Gig and six (6) 100Mbps connections.
Tab 5

Qualifications and Certifications
Dedicated to Service

Customer Service and Support
TDS provides wide-ranging support and is dedicated to customer service and customer satisfaction levels. When you become a TDS customer, a Project Consultant from the local sales office is assigned to work with you during service implementation. They will assist you in identifying the appropriate department and administrative contacts to properly coordinate trainings and set target dates for installation/cut-over. In addition, they will set project milestones and create a two-way communication flow that meets the requirements and expectations of your organization.

Experience and Support of Local Personnel
In the event that TDS resources are needed, we have numerous Field Service Technicians with fully equipped vehicles in the area. TDS has an extensive number of staff who are trained and experienced in installing and delivering Managed Ethernet services.

- There are 5 trained TDS technicians available nearby

We have years of experience in providing Managed Ethernet networks, and our experienced and skilled team is available 24 hours a day, 7 days a week, and 365 days a year to support you with your network.
TDS Overview

TDS Telecom

TDS Telecom, the seventh largest local exchange telephone company in the U.S., is a wholly owned subsidiary of Telephone and Data Systems, Inc. TDS Telecom provides 1.1 million connections to high-speed Internet, phone and TV entertainment services to customers in more than a hundred rural, suburban, and metropolitan communities. TDS Telecom offers businesses the latest communications solutions, including: VoIP (managedIP Hosted) phone service, dedicated high-speed Internet, and hosted-managed services. Visit tdstelecom.com or tdsbusiness.com.

TDS Telecom, headquartered in Madison, Wis., operates OneNeck® IT Solutions LLC and TDS Baja Broadband LLC. Combined, the company employs 3,100 people. We acquired Calhourn City Telephone Company, Inc., located in Calhourn City, MS, in January 1976. We have been providing services in MS since that date.
Telephone and Data Systems, Inc

Telephone and Data Systems, Inc., (NYSE: TDS), a Fortune 1000® company, provides wireless; cable and wireline broadband, TV and voice; and hosted and managed services to approximately 5.8 million customers nationwide through its subsidiaries TDS Telecom and U.S. Cellular. Founded in 1969 and headquartered in Chicago, TDS employs more than 10,600 people. Visit teldta.com for investment information and more.
At TDS, our mission is to provide outstanding communications services to our customers and meet the needs of our shareholders, our people and our communities.

Our Companies

Wireless

U.S. Cellular

- Unmatched benefits and industry-leading innovations designed to elevate the customer experience
- J.D. Power and Associates Customer Champion
- 4.7 million customers in 23 states

uscellular.com

Wireline

TDS

- Residential services including high-speed Internet, phone and TV entertainment
- Business communication solutions, including managedIP Hosted phone service, dedicated high-speed Internet, and hosted-managed services
- 1.1 million connections in rural, suburban, and metropolitan communities

tdstelecom.com
tdsbusiness.com

Hosted and Managed Services

OneNeck

- End-to-end IT solutions for mid-market and enterprise companies
- Cloud and hosting solutions, ReliaCloud™ enterprise cloud services, managed services, ERP application management, professional services, IT hardware
- Tier 3 data centers in Arizona, Colorado (July 2015), Iowa, Oregon, Minnesota, and Wisconsin

oneneck.com

Cable

BAJA Broadband

- Residential and commercial video, high-speed Internet, voice, and data services

bajabroadband.com

bendbroadband™

- Residential and commercial broadband, fiber, video, and voice services
- TV programming and advertising services through Zolo Media

bendbroadband.com

Fast Facts
Fortune® 1000 Company
5.9 million customers nationwide
Founded in 1969
Traded on the New York Stock Exchange
Ticker symbols: TDS, USM

Exhibit C- 41 of 44
We’re investing to build our businesses for the long term, and returning value to our shareholders.

Capital Allocation Strategy

Investing for our future
Over the next several years, we expect to allocate approximately 75 percent of our available resources to build and strengthen our cable and hosted and managed services businesses through attractive acquisition opportunities.

Returning value to our shareholders
At the same time, we plan to return approximately 25 percent of our available resources to our shareholders, through cash dividends and share repurchases.

TDS Annual Dividend Per Share

40 years of consecutive dividend increases
We are proud to have increased our annual dividend for 40 consecutive years—an achievement accomplished by only a handful of companies.

Serving Customers Nationwide

- Telephone and Data Systems headquarters, Chicago
- U.S. Cellular operations
- TDS Telecom wireline operations
- OneNeck IT Solutions
- Data center
- Sales office
- Cable operations
Certificate of Good Standing

I, C. DELBERT HOSEMAN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 6th day of February, 1947, the State of Mississippi issued a Charter/Certificate of Authority to

CALHOUN CITY TELEPHONE COMPANY, INC.

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said CALHOUN CITY TELEPHONE COMPANY, INC. is in good standing at this time.

Given under my hand and seal of office the 17th day of March, 2015

C. Delbert Hosemann, Jr.
Secretary of State
**Evidence of Insurance**

<table>
<thead>
<tr>
<th>The Insured Entity</th>
<th>Casualty Ins. Broker</th>
<th>E&amp;O Ins. Broker</th>
<th>This Evidence of Insurance is for its information only. It is provided as a service of the Risk Management Department of Telephone and Data Systems, Inc. which manages insurance procurement for TDS Telecommunications Corp. This Evidence of Insurance conveys no rights of any kind.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDS Telecommunications Corp.</td>
<td>Marsh, Inc.</td>
<td>Wachovia Insurance Services</td>
<td></td>
</tr>
<tr>
<td>Telephone and Data Systems, Inc.</td>
<td>540 West Madison, Chicago, Illinois 60661</td>
<td>7 Giralda Farms, Madison, NJ 07940</td>
<td></td>
</tr>
<tr>
<td>30 North La Salle Street, Suite 4000</td>
<td>Attn.: Hal Krider</td>
<td>Attn.: Meredith Schnur</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn.: Risk Management 312/630-1900</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE OF POLICY</th>
<th>INSURANCE COMPANY</th>
<th>POLICY NUMBER</th>
<th>POLICY PERIOD</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Automobile Liability including installation damage to customers’ vehicles</td>
<td>Sentry Insurance</td>
<td>90-02578-04</td>
<td>1/1/2015-1/1/2016</td>
<td>$5,000,000 Combined Single Limit Coverage Symbol 1</td>
</tr>
<tr>
<td>II. General/Public Liability</td>
<td>Sentry Insurance</td>
<td>90-02578-11</td>
<td>1/1/2015-1/1/2016</td>
<td>$2,000,000 Each Occurrence $4,000,000 General Aggregate $4,000,000 Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td>III. Crime Insurance</td>
<td>Zurich American</td>
<td>FID 5895145 05</td>
<td>5/26/2014–5/26/2015</td>
<td>$10,000,000 Each Occurrence $10,000,000 Annual Aggregate</td>
</tr>
<tr>
<td>IV. Errors and Omissions/Professional Liability</td>
<td>Beazley Insurance Co.</td>
<td>V15T5O130601</td>
<td>5/15/2014-5/15/2015</td>
<td>$15,000,000 Per Occurrence</td>
</tr>
<tr>
<td>V. Workers Compensation/Employers Liab.</td>
<td>Sentry Insurance</td>
<td>90-02578-01 (all states except) 90-02578-02 (NY, ND, OH, WA, WI)</td>
<td>1/1/2015-1/1/2016</td>
<td>Statutory Limits $1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee</td>
</tr>
</tbody>
</table>