



Magnolia Public Schools

Special Board Meeting

Date and Time

Thursday March 18, 2021 at 6:00 PM PDT

Location

<https://zoom.us/j/94206611101?pwd=WXU2OHJvQ09sckFwNVBLMFQ0blhwdz09>

Meeting ID: 942 0661 1101 **Passcode:** 903173

One tap mobile: +16699009128,,94206611101# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. For members of the public who would like to speak, we have speaker cards to be filled out prior to the beginning of the meeting. For teleconference meetings you can email us your request for public comment. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email contact@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Board Members:

Mr. Haim Beliak, Chair
Dr. Umit Yapanel, Vice-Chair
Dr. Salih Dikbas
Ms. Diane Gonzalez
Ms. Sandra Covarrubias
Mr. Mekan Muhammedov

CEO & Superintendent:

Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			5 m
E. Announcements from MPS CEO & Superintendent		A. Rubalcava	10 m
II. Action Items			6:18 PM
A. Approval of Updated Health & Safety Policy	Vote	D.Hajmeirza	10 m
B. Approval of Covid-19 Testing Vendors Selection for all Magnolia Public Schools	Vote	D.Hajmeirza	10 m
C. Approval of RFP award for MPS Internet Services	Vote	R.Monoshev	5 m
III. Closing Items			6:43 PM
A. Adjourn Meeting	Vote		1 m

Coversheet

Approval of Updated Health & Safety Policy

Section: II. Action Items
Item: A. Approval of Updated Health & Safety Policy
Purpose: Vote
Submitted by:
Related Material: Updated Health & Safety Policy.pdf



Board Agenda Item #	II A: Action Item
Date:	March 18, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, Director of Human Resources
RE:	Updated MPS Health and Safety Policy

Proposed Board Motion

I move that the board approve the updated Health and Safety Policy.

Introduction

- The policy has been updated based on the guidance provided by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), and several county public health officials. The policy is intended for organization-wide implementation at each facility that will be operated by MPS.

Background

- The board had approved the MPS Health and Safety policy during August and September 2020, and February 2021 board meetings. In accordance with the most updated health orders, the Home Office COVID-19 Response Team updated the policy.

Analysis (If applicable)

- This policy is provided and updated by Young, Minney & Corr, LLP and conform to the standards and practices in the latest guidance (i.e., CDPH and Cal-OSHA).

MPS Health and Safety Policy for COVID-19 updates in the following sections:

- Limited campus access
 - Campus tours for prospective students are permitted if the tour is limited to one family or household unit only; the tour is held outside of regular hours with all the safety measures are in place.
- Wellness checks and temperature screenings
 - Students who fail the screening at home should stay home. If the student tests negative for COVID-19, he/she should stay home until fever free without fever reducing medication for 24 hours and improved symptoms.
- Testing and Reporting
 - In the seven (7) days prior to the reopening of the school, all students and employees who will be returning to campus must test as a baseline test. After that, all students and employees will test every two weeks for asymptomatic testing.
- Exposure management planning and response to suspected or confirmed cases and close contacts

- The schools will notify all staff and families in the school community of any positive case while maintaining confidentiality as required by state and federal laws.
- Close contact who tests negative can return to school after quarantining for 10 days from the last exposure to the infected person.

- Cohorts and stable groups
 - The school will allow teachers to be assigned to no more than three different stable group during the day or school week.

- Physical distancing (students)
 - Youth sports and physical education: the school conduct sports and physical education classes only when physical distancing of at least six (6) feet and a stable group or cohort.

- Use of face coverings
 - All student age two and older who are not prevented from doing so by a breathing problem or disability will wear face covering at all times.
 - A face shield may be acceptable for children who cannot wear a mask due to a documented disability or who can't wear a mask properly. There may be accommodations for those students.

- COVID-19 vaccination
 - Pursuant to CDPH guidance, the school will strongly recommend that all person eligible to receive the vaccine at the first opportunity.
 - Employees who voluntarily vaccinate for COVID-19 are not to provide any proof of vaccination information to the school, but should retain the proof if the school's status changes at a later date.

- Communications to the community:
 - Beginning March 15, 2021, every campus will report information about its operation to the CDPH on the second and fourth Monday of each month.

Budget Implications

- To be determined at a later date.

Exhibits (attachments):

- Updated Health and Safety Policy for COVID-19



Updated on 03/16/2021

HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when the Charter School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), and several county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health order. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with any potential resumption or expansion of in-person instruction on the Charter School campus. Any reopening of Charter School campuses will use a thoughtful, phased return to in-person instruction.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

CELEBRATING 15 YEARS OF EXCELLENCE IN EDUCATION

250 E. 1st Street Suite 1500, Los Angeles, CA 90012 | www.magnoliapublicschools.org

School Name	Staff Members	Phone Number
Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634

	MSA-SA Compliance Task Force Team	714-479-0115
Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

The Charter School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit distance learning.

1. Limited campus access:

- The Charter School will allow only necessary visitors and volunteers on the Charter School campus and limit the number of students and staff with whom they come into contact.
- Charter School parents are highly encouraged to conduct any necessary business with Charter School personnel virtually, whenever possible.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms shall be provided with distance learning opportunities to support their academic success to the greatest extent possible during exclusion.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify their teacher or the principal, respectively, and the Charter School will work with them to ensure that CDC-recommended precautions are followed.
- Pursuant to local guidance, the Charter School will not currently allow use of Charter School facilities for non-school purposes.
- If allowed on campus, any community groups and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions.
- Pursuant to current guidance, Campus tours for prospective students are permitted if the

tour is limited to one family or household unit only; the tour is held outside of regular school hours (evening or weekend) when enrolled students and staff are not present; and all social distancing strategies are observed including proper physical distancing, face coverings worn by all parties at all times, and other infection control measures as applicable.

- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- The Charter School will minimize close contact between students, staff, families, and the broader community at arrival and departure through one or more of the following methods:
 - Designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.
 - Instruct drivers to remain in their vehicles, to the extent possible, when dropping off or picking up students. When in-person drop-off or pick-up is needed, only a single parent or caregiver should enter the facility to pick up or drop off the child.
 - Require adults entering campus for in-person pick-up or drop-off to wear a face covering.
 - Provide supervision to disperse student gatherings during school arrival and departure.
 - Maximize space between students and between students and the driver on school buses and open windows to the greatest extent practicable. The Charter School will ensure each bus is equipped with extra unused face coverings on school buses for students who may have inadvertently failed to bring one.
 - Minimize contact at school between students, staff, families and the community at the beginning and end of the school day. The Charter School will prioritize minimizing contact between adults at all times.
 - Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
 - Designate routes for entry and exit, using as many entrances as feasible.
 - Implement health screenings of students and staff upon arrival at school (see Section 2).
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
 - Non-parental visitors will be allowed on campus via appointment only.
 - Non-parental visitors must pre-register in a visitor's log, which includes the visitor's name, email address, and phone number.
 - Non-parental visitors will only be allowed to enter specific areas to conduct their

business. Non-parental visitors will not be allowed to interact with any cohorts.

- In the event that any Charter School campuses do not offer in-person instruction, all employees will be allowed to work on-campus, where feasible, and where consistent with this policy, public health guidance, and applicable law.

2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms*. Currently, the CDC has identified the following as potential symptoms of COVID-19:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
- In-person wellness checks administered under this Policy shall:
 - Confirm that the subject has not experienced COVID-19 symptoms in the prior 24 hours or potentially been exposed to COVID-19, by soliciting the following information:
 - Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting

- Diarrhea
 - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the person is isolated.¹
 - Be conducted safely and respectfully, and in a manner that maintains physical distancing within lines, by providing multiple screening entries into the campus if possible.
- In-person wellness checks do not need to be performed by a nurse or other health professional.
- *Home Screening (Students)*. Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms, including a new cough, diarrhea, or vomiting.
 - Any student who has a fever of 100.4 degrees Fahrenheit or greater, a new cough, diarrhea, or vomiting upon a home screening should remain home, isolate, and consult with a medical provider for further evaluation and possible COVID-19 testing. Should the student test negative for COVID-19, the student should stay home until fever free without fever reducing medication for 24 hours~~3 days~~ and improved symptoms. If the student tests positive, the student stays isolated at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset. If a student exhibits symptom consistent with COVID-19 upon home screening does not test for COVID-19 or consult with a medical professional, the student must still isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.
- *Home Screening (Staff)*. All employees who report to work (in-person) are required to perform a self-administered wellness check for COVID-19 symptoms before leaving home for work.

¹ The CDC's updated definition of "close contacts" includes the following additional clarification: "Individual exposures added together over a 24-hour period (e.g., three 5-minute exposures for a total of 15 minutes) . . . 15 cumulative minutes of exposure at a distance of 6 feet or less can be used as an operational definition for contact investigation. Factors to consider when defining close contact include proximity (closer distance likely increases exposure risk), the duration of exposure (longer exposure time likely increases exposure risk), whether the infected individual has symptoms (the period around onset of symptoms is associated with the highest levels of viral shedding), if the infected person was likely to generate respiratory aerosols (e.g., was coughing, singing, shouting), and other environmental factors (crowding, adequacy of ventilation, whether exposure was indoors or outdoors)."

Active symptom screening shall be conducted at the worksite if required by local order.

- Any employee who has a fever of 100.4 degrees Fahrenheit or higher and/or any of the COVID symptoms is directed to remain home, notify his or her supervisor and await instructions.
- If symptoms are secondary to an underlying condition (i.e., allergies or asthma) and have not worsened, then the employee can report to work and follow hygiene practices.
- The Charter School may initiate temperature checks for all staff entering campus.
- *Campus Screening (Students)*. Staff shall actively monitor students for COVID-19 symptoms when the student enters the school site, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.
 - Complete an in-person wellness check for signs and symptoms of COVID-19.
 - If student answers “no” to all questions and appears well, student will be allowed to proceed onto campus.
 - If the student answers “yes” to any question or upon visual check, and the screener feels the student may be exhibiting signs and symptoms of illness, the student’s temperature should be taken, preferably using a touchless infrared thermometer.
 - If the student’s temperature is 100.4 or above or they have verbally confirmed symptoms, have them don a surgical facemask and go to the isolation area; have office staff contact the parent to pick up the student.
 - If a student has had close contact with an individual who has screened positive for COVID-19 symptoms, the student will be accompanied to a preselected quarantine space until they can safely return home. This quarantine space should be separate and apart from the space set aside for symptomatic students.
 - Screening for Charter School students of middle-school and high-school age should include a question about close contact with anyone at home, school, or elsewhere that the student has been told has tested positive for COVID-19.
- *Campus Screening (Staff and Visitors)*. Each employee and visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
 - Per San Diego Public Health Order: Ask employees about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test. Complete temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.
 - The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:

- If the visitor answers “no” to all questions, he or she may enter the school.
 - If the visitor answers “yes” to any of the questions, he or she may not enter the school.
- Screening for adult visitors and staff should include a question about close contact with anyone at home, school, or elsewhere that the student has been told has tested positive for COVID-19.
 - Adult visitors and staff who have had close contact with an individual who has screened positive shall return home to self-quarantine as per CDPH and local guidance.
- *Bus Screening (Students)*. The bus operator, a staff member or a volunteer shall conduct a wellness check of each student prior to entering the bus, which should include a temperature check using a no-touch thermometer, if possible. In the event that a temperature or wellness check confirms that a student is exhibiting symptoms of COVID-19, the student shall not be permitted to ride.
- To prevent stigma and discrimination in the school setting, student and employee health screenings should be kept as private as possible to maintain the confidentiality of student and employee medical and student records. Race, nationality, country of origin and other protected characteristics should never be used as a basis for particularized health screening.
- Consult the local county health order to determine whether temperature checks are required.
- To the extent feasible and when required, a no-touch thermometer should be used for temperature checks if possible.
 - If a thermometer requiring a touch method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected and caution is taken by temperature screeners such as gloves, eye protection, and mask.
 - Thermometers must be properly cleaned and disinfected after each use.
- The Charter School will not penalize students and families for missing in-person instruction due to COVID-19.
- Any student or staff member who develops any COVID-19 signs or symptoms shall stay home, unless and until all conditions have been met pursuant to CDPH and local guidance. These may criteria include but are not limited to a negative PCR COVID-19 viral test.²

² For San Diego Charter School locations, please specifically refer to the San Diego County Public Health Services’ (“SDPHS”) “COVID-19 Decision Tree”:

https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/cahan/communications_documents/Decision%20Tree%20chart.pdf

3. COVID-19 Compliance Task Force and Compliance Officer

- The Charter School will comply with and implement the “Protocol for COVID-19 Exposure Management Plan in K-12 Schools,” promulgated by the Los Angeles County Department of Public Health (“LAC DPH”)
- The Charter School will establish a Compliance Task Force (“CTF”). The CTF is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all CTF members are referenced above on pages one and two of this policy.
- The Charter School will designate a “COVID-19 Compliance Officer,” to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak³ at the Charter School. The name and contact information for the Charter School’s COVID-19 Compliance Officer is referenced above on pages one and two of this policy.

4. COVID-19 Testing and Reporting:

- Consistent with California’s “Safe Schools for All” Reopening Plan, ~~and~~ Current CDPH Guidance, AB 86, and applicable legal authority, the Charter School will test both employees and students based entering campus for any period. Testing ~~will depend on local disease trends~~ ~~and~~ will be implemented on symptomatic⁴, response⁵, and asymptomatic⁶ bases.

³ The Charter School will apply the definition of outbreak as stated by the LAC DPH: “At least 3 laboratory-confirmed cases with symptomatic or asymptomatic COVID-19 within a 14- day period in a group with members who are epidemiologically linked, do not share a household, and are not a close contact of each other outside of the campus. School groups include persons that share a common membership at school (e.g., classroom, school event, school extracurricular activity, academic class, sport teams, clubs, transportation). Epidemiological links require the infected persons to have been present at some point in the same setting during the same time period while infectious.”

⁴ Symptomatic testing “is used for individuals with symptoms of COVID-19, either at home or at school.”

⁵ Response testing “is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2.”

⁶ Asymptomatic testing is "used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions

- Currently, testing will occur on the following cadences:
 - In the seven (7) days prior to the reopening of the Charter School, all students and employees who will be returning to campus must test for COVID-19 as a baseline test,
 - Thereafter, all students and employees continuing to be present on campus or otherwise interacting with Charter School student and employees must undergo for COVID-19 every two weeks, and
 - All students and employees must undergo symptomatic and response testing for COVID-19, as needed.
- Should local disease trends or other conditions change, the Charter School will consider changing testing cadences to align with current CDPH testing cadences, which are as follows: Pursuant to current guidance, testing will be in accordance with the following cadences:
 - **If the Charter School's County is in the Yellow or Orange Tiers:** Symptomatic and response testing.
 - **If the Charter School's County is in the Red or Purple Tiers:** Symptomatic testing, response testing, and asymptomatic testing every two weeks.
 - **If the Charter School's County's case positivity rate is greater than 14 per 100 population per day:** Symptomatic testing, response testing, and asymptomatic testing every week if using PCR testing, or twice weekly if using Antigen testing.
- When testing students or employees for COVID-19, the Charter School will require PCR testing.
- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance.
 - For staff and student-wide testing, all staff and students shall be tested, other than any staff and students who have no contact with others and do not report to campus. However, the ability to test all staff and students may not be possible if laboratory capacity is limited (see below).
- The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.

about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission.”

- If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- **Student consent for testing:**
 - **Students age 12 and under:** For Charter School Students age 12 and under, the Charter School will require parental consent for COVID-19 testing.
 - **Students age 13 to 17:** Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students ages 13 to 17 may consent to COVID-19 testing on their own.
 - **Students age 18 and older:** Charter School students age 18 and older do not need parental consent for COVID-19 testing.
- Staff and students who refuse to take a test or to report the test results to the Charter School will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority:-
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of either remote work or in-person instruction as an accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee's medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students' privacy and confidentiality, consistent with FERPA and all relevant legal requirements.
- The families of students and staff who will return to in-person instruction at the Charter School campus are highly encouraged to be tested for COVID-19 before their student or family member returns to campus, and regularly thereafter.

- Visitors to the Charter School campus are highly encouraged to undergo COVID-19 testing prior to entering the Charter School campus.
- In the event of a positive test result of a student or family member:
 - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
 - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 5 below.
- Follow the process set forth in Section 5 upon receipt of test results.

- **Vendors**

- All vendors' employees who regularly enter the Charter School Campus must comply with this entire Policy, including any and all COVID-19 testing and screening requirements.
- For the purposes of this Policy, vendors include but are not limited to the Charter School's contracted partners who provide limited and specialized services on Charter School campuses.

Consistent with this Policy, any vendor's employee who either refuses to test for COVID-19 or refuses to provide COVID-19 testing results will be excluded from the Charter School campus, to protect the health and safety of all Charter School students, employees, and the community. Similarly, any vendor's employee who screens or tests positive for COVID-19 prior to campus entry must follow all protocol in this Policy, including but not limited to temporary campus exclusion, COVID-19 testing, and any other protocol required by public health guidance. Vendor's employees who test negative must still follow all protocol in this Policy, and consistent with public health guidance.

5. **Exposure Management Planning and Response to Suspected or Confirmed Cases and Close Contacts:**

- The Charter School will comply with the “Protocol for COVID-19 Exposure Management Plan in K-12 Schools”, as promulgated by the LAC DPH, in response to suspected or confirmed cases and close contacts. In the event that local guidance provides more stringent directives in response to suspected or confirmed cases and close contacts, the Charter School will follow such local guidance. In addition, the Charter School will follow the following protocols, except to the extent they conflict with the EMP, in which case the EMP will prevail.
- Potential Exposure: In the event of notice of potential exposure,⁷ the Charter School will take the following actions within one (1) business day of the notice of potential exposure:
 - Provide a written notice to all employees who were on the premises in the same worksite⁸ as the qualifying individual⁹ within the infectious period¹⁰ that they may have been exposed to COVID-19.¹¹

⁷ Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School’s testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)

⁸ The “worksite” does not include buildings, or floors within multistory buildings, that a qualifying individual did not enter. If the Charter School operates multiple worksites, the Charter School must only notify employees who worked at the same worksite as the qualified individual. (Labor Code § 6409.6, subd. (d)(5).)

⁹ A “qualifying individual” means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) an individual who has died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

¹⁰ The “infectious period” means the time a COVID-19-positive individual is infectious, as defined by the State Department of Public Health. (Labor Code § 6409.6, subd. (d)(2).)

¹¹ Written notice will be provided in the same manner that the Charter School ordinarily uses to communicate employment-related information. Written notice may include, but is not limited to, personal service, email, or text

- Provide a written notice to the exclusive representative, if any, of the above employees.¹²
- Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding COVID-19-related benefits to which employees may be entitled under applicable federal, state, or local laws.
 - Information regarding COVID-19-related benefits includes, but is not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, Charter School sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections applicable to employees.
- Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, on the disinfection and safety plan that the Charter School plans to implement and complete per the guidelines of the CDC.
- Records of the above notices shall be retained for a minimum of three (3) years.
- If the event of a suspected COVID-19 case(s):
 - The Charter School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
 - Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH **and local public health guidance for Reopening K-12 Schools guidance**, including implementation of the following practices:
 - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student or employee who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.

message if it can reasonably be anticipated to be received by the employee within one (1) business day of sending and shall be in both English and the language understood by the majority of the employees.

¹² Written notice to the exclusive representative must contain the same information as required in an incident report in a Cal/OSHA Form 300 injury and illness log unless the information is inapplicable or unknown to the Charter School. This requirement does not apply if the Charter School's employees do not have an exclusive representative.

- Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
- The notification to the local public health department must include:
 - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
 - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
 - 3) The full name, address, and telephone number of the person making the report.
 - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at www.coronavirus-sd.com. The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.
 - For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its "Protocol for COVID-19 Exposure Management Plan in K-12 Schools,"¹³ and either by:
 - 1) Using the LACDPH reporting portal, or:
 - <http://www.redcap.link/lacdph.educationsector.covidreport>
 - 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to ACDC-Education@ph.lacounty.gov.
 - For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at epi@ochca.com.
- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.

¹³

This document may be found at:

http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

- Close off areas used by any sick person and do not use before cleaning and disinfection. Follow cleaning and ventilation procedures in Section 7 and 8.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
- Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
- Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
- Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Maintain regular communications with the local public health department.
- Recommend testing for all students and employees in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
- ~~Where stable classroom cohorts have been maintained: All students and staff should be instructed to get COVID-19 testing and remain quarantined at home for 14 days.~~
- ~~Where stable classroom cohorts have not been maintained: Utilize class seating rosters and consultation with teachers/staff to identify close contacts to the confirmed COVID-19 case in all classrooms and on-campus activities.~~
 - ~~A “close contact”¹⁴ is someone who has been within six feet of the person who tested positive for a prolonged period of time (at least 15 minutes) 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the is isolated, regardless of face covering use, or someone who had direct physical contact or shared eating or drinking utensils with that person, or if that person sneezed, coughed, or somehow got respiratory droplets on you.¹⁵~~
 - ~~Close contacts should be instructed to get COVID-19 testing and should remain quarantined at home for 14 days.~~

¹⁴A close contact also includes a situation in which a person provided care at home to someone who is sick with COVID-19.

¹⁵Recently updated CDC Guidance provided numerous investigation factors to consider in a “close contacts” analysis. Please refer to either Footnote 1 in this policy, or CDC Guidance: <https://www.cdc.gov/coronavirus/2019-nCoV/php/contact-tracing/contact-tracing-plan/appendix.html#contact>

- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
- ~~In accordance with state guidance regarding closing schools in response to confirmed cases,¹⁶ and in consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the number of cases at the school and the risk level within the specific community as determined by the local public health officer.~~
- If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using distance learning. Consistent with the Charter School's adopted Distance Learning Policy and Procedures, distance learning shall include all of the following:
 - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
 - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
 - Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
 - Special education, related services, and any other services required by a student's individualized education program, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment;
 - Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
 - Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness in the form of internet or telephonic communication, or by other means permissible under public health orders; and

¹⁶ California Department of Public Health: COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year (July 17, 2020).

- Continuing to provide school meals.
- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- If a Charter School student or employee was exposed at the Charter School, all persons within that student or employee's classroom or cohort are considered exposed and require quarantine and isolation procedures pursuant to CDPH and applicable local guidance.
- If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 10 days from COVID-19 symptom onset, or if asymptomatic, 10 days from the date the specimen was collected for the positive COVID-19 test.
- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.¹⁷
- In the event of an outbreak or cluster at a Charter School:
 - The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.¹⁸
 - The Charter School will notify students, families, employees, and stakeholders that the **Charter** School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
 - The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of SARS-CoV2 at the school or in the general community.

¹⁷ In the event of a "cluster," Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at ACDC-Education@ph.lacounty.gov or by calling (888) 397-3993.

¹⁸ In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf. In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

- The Charter School will identify absenteeism among those in affected classes or stable groups and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the cases infectious period.
- Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.
- Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.
- Identify absenteeism among affected classes or stable groups and contact those absentees to screen for COVID-19 symptoms.
- Close contacts to laboratory confirmed COVID-19 case(s):
 - Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, and instructed to get COVID-19 testing five (5) to seven (7) days from the last exposure. Even if they test negative, they should remain in quarantine for a full 10 4 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
 - No actions need to be taken for persons who have not had direct contact with a confirmed COVID-19 case, and instead have had close contact with persons who were in direct contact.
 - Those who test positive should not return until they have met county health department criteria to discontinue home isolation.
- Returning to school after home isolation:
 - Symptomatic individuals who test negative for COVID-19 can return 24 hours~~3 days~~ after resolution of fever (if any) and improvement in symptoms.
 - Documentation of a negative test result should be provided to school administrators.
 - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
 - Symptomatic individuals who test positive for COVID-19 can return 10 days after the symptom onset, are fever free for 24 hours without the use of fever reducing medication and have improved symptoms.

- Symptomatic individuals who neither test for COVID-19 nor consult with a medical professional must isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.
 - Individuals who test positive for COVID-19 test but who remain asymptomatic must still follow all public health guidance before returning to campus, including a full 10-day quarantine following the date of the positive test result.
 - Asymptomatic individuals who test positive for COVID-19 and who later develop symptoms should follow all applicable quarantine and isolation guidelines, including quarantining for 10 days after the onset of symptoms, 24 hours with no fever without the use of fever-reducing symptoms, and when symptoms have improved.
 - Close contacts to confirmed COVID-19 cases who test positive can return to school after isolating at home until fever free without fever reducing medication for 24 hours, improved symptoms, and 10 days from beginning of symptoms (or 10 days from test date if no symptoms).
 - Close contacts to confirmed COVID-19 cases who test negative can return to school after quarantining for 10 4-days from the last exposure to the infected person.
- **Subsequent School Closure Criteria:**
 - Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
 - 1) An outbreak has occurred in 25% or more stable groups at the Charter School in 14-day period,
 - 2) 3 outbreaks have occurred in a 14-day period AND 5% of school population is infected, or
 - 3) As determined by the local health department
 - After closure, the Charter School may reopen after 14 days, cleaning, disinfection, public health investigation, and local health department consultation.

6. Sanitizing/hygiene materials and practices:

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.

- The Charter School will schedule frequent, mandatory handwashing breaks for younger students at regular intervals, including but not limited to: Before and after eating, after toileting, after outdoor play, as well as before and after any group activity.
 - Sanitation routines will enable students and staff to regularly wash their hands at staggered intervals to avoid congregating in restrooms.
 - Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
 - The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
 - If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.
 - The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
 - Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
 - Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
 - The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
 - Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.
7. **Routine cleaning and disinfecting:** The Charter School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.
- Custodial staff will perform thorough cleaning when students are not present. When cleaning, the space will be aired out before children arrive.

- Staff should wait twenty-four (24) hours before cleaning and disinfecting any area that was used by a person who was experiencing COVID-19 symptoms. If it is not possible to wait twenty-four (24) hours, then staff should wait as long as possible.
- The Charter School will ensure proper ventilation during cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will ensure the HVAC system is in good, working order.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Students and employees are discouraged from sharing desks, computers, books, phones, pens, art supplies, or other work tools and equipment, including playground equipment, when possible. When shared use is allowed, the items and equipment will be cleaned between uses.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions.
 - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
 - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
 - Staff shall follow label directions for appropriate dilution rates and contact times.
 - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

- Drinking fountains will not be used and replacement items (e.g., reusable water bottles) will be used instead.
- Each student's belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.

8. Facility measures: The Charter School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:

- While providing specialized services, the total on-site student population at Charter School will not exceed 25% of the School's total student enrollment number total student capacity. Upon re-opening for in-person instruction, the Charter School will comply with all state and local guidance regarding capacity of the site.
- Maintenance staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
 - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- If possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

9. Cohorts and Stable Groups

- The Charter School will implement the use of cohorts¹⁹ and stable groups²⁰ for in-person education services. Cohorts will be utilized where providing specialized services. The Charter School will utilize stable groups for in-person instruction for all elementary grade levels, and to the maximum extent possible in all middle and high school grade levels. and for any form of in-person instruction.
- **Stable Groups:**
 - Elementary Schools:
 - Stable groups in elementary schools will stay together all day with their core teacher. Any electives of counseling should be conducted virtually to the maximum extent practicable.
 - Stable groups should complete daily activities together, including lunch and recess, and should be staggered from other groups.
 - The Charter School will consider rotating groups which are present on campus at any one time, including staggering attendance on certain days, or during different parts of the day.
 - The Charter School will allow teachers in elementary settings to be assigned to no more than three (3) different stable groups during the course of a single school day or school week.
 - Middle and High Schools:
 - To the maximum extent possible, the Charter School will place students in groups that remain together all day for in-person instruction.
 - The Charter School will consider implementing the following strategies to separate stable groups:
 - Rotating teachers between stable groups,
 - Implementing block schedules to reduce the number of courses students take in any one day,
 - Offering electives virtually,

¹⁹ Cohorts are defined by the CDPH as “a cohort is a stable group of no more than 14 children or youth and no more than two supervising adults (or a configuration of no more than 16 individuals total in the cohort) in a supervised environment in which supervising adults and children stay together for all activities (e.g., meals, recreation, etc.), and avoid contact with people outside of their group in the setting.”

²⁰ A “stable group” is defined as “a group with fixed membership that stays together without mixing with any other groups for any activities.”

- Diving the school year into smaller time units, such as four (4) to eight (8) week periods, where students intensively student one or two subjects during that period.
- The Charter School will limit cohorts to 142 students.
- To enforce and promote physical distancing, no child may be part of more than one (1) cohort. However, a student may leave a cohort temporary and as needed basis to receive individualized, one-on-one services, provided that the one-on-one services are provided in a secure space, apart from other staff and students.
- Pursuant to CDPH guidance, students, and supervising adults in any one cohort must not interact with students and supervising adults in any other cohort at the Charter School. However, supervising adults may be assigned to no more than two (2) cohorts, if the supervising adult is serving children five years of age or younger or if the adult offers specialized services or support that cannot be offered by another supervising adult.
- Substitute supervising adults are permitted. However, any substitute may serve no more than one (1) cohort per day.
- To the extent possible, the Charter School will strive to provide outdoor space for 50% of cohort activities and instruction.
- The Charter School will take special precautions related to meals for cohorts, as referenced below in Section 12.
- Visitors to the Charter School will not be allowed to interact with cohorts.
- Each cohort will be assigned a designated restroom. In the event that more than one cohort is required to use the same restroom, the Charter School will implement a color-coding system to minimize student and cohort interactions in restrooms.
- During extracurricular activities such as art, music, and exercise, cohorts will be kept separate.
- During recess and playground time, cohorts will not be allowed in the same place at the same time. The Charter School may implement a schedule to ensure physical distancing during recess and playground times.
- In assigning and arranging cohorts, and to limit physical interactions between cohorts, the Charter School will use the following best practices:
 - To the extent feasible, assign children and youth who live together or carpool together, in the same cohort;
 - Avoid moving children and youth between cohorts, absent a concern for the child's overall safety and wellness.
- Staff Meetings: Meetings among staff from different cohorts must be conducted remotely, outdoors, or in a large room in which all providers wear cloth face coverings and maintain

at least 6 feet distance from other providers. Outdoor meetings and meetings in large rooms with the windows open are preferred over meetings in small rooms with windows closed.

10. Physical distancing (staff): The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:

- The Charter School will consider arranging work schedules and providing telework options to limit the total number of staff on campus each day.
- The Charter School will additionally consider implementing staggered shift schedules, where practicable, to encourage physical distancing. This includes potential staggering of break times, where practicable, to ensure physical distancing in break rooms and staff lounges.
- The Charter School will arrange desks and workspaces to create a minimum of six (6) feet between individuals, including those employed in administrative positions.
- Break rooms, staff rooms and conference rooms will have posted occupancy limits. Staff should minimize use of staff rooms, break rooms and other indoor settings. Staff are encouraged to eat meals outdoors or in large, well ventilated spaces. In such locations, the Charter School will ensure staff can maintain six (6) feet of physical distancing.
- Where possible, trainings and other meetings will be conducted virtually or in a manner that accommodates physical distancing.
- For Charter School staff employed in food service and preparation operations, the Charter School will implement, where practicable, physical distancing requirements, such as floor markings.

11. Physical Distancing (Elevator(s)):

- The Charter School will implement and enforce physical distancing in all elevators, to ensure a maximum of four (4) riders at any one time, if consistent with six (6) feet of physical distancing within that elevator. If the elevators cannot accommodate four (4) riders consistent with six (6) feet of physical distancing, the Charter School will limit the maximum number of riders to conform to six (6) feet of physical distancing.

12. Physical distancing (students): The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:

- The Charter School will consider different options for instructional scheduling models, including using a blended learning model to limit the total number of students on campus each day.
- The Charter School will establish a maximum occupancy of each classroom. Desks will be arranged to minimize face-to-face contact and maintain a minimum of six (6) feet between students and teacher.
- The Charter School will implement measures to maintain physical distancing of six (6) feet between students in the following settings, as practicable. Where six (6) feet of physical distancing cannot be maintained, the Charter School may allow no less than four (4) feet of physical distancing between students. If the Charter School determines in good faith that six (6) feet cannot practicably be maintained, the Charter School will document the reasons physical distancing is not practicable for each setting and describe the measures that will be used to maximize the space between students:
 - School bus stops
 - School buses
 - During daily symptom and temperature screening of students
 - While students are entering campus and waiting for their first class to begin
 - During meal periods
 - During recess
 - During passing periods
 - Classrooms and other instructional spaces
 - Restrooms
 - Locker rooms
 - While students are exiting the campus
 - School buses
 - Before- and after-school programs
 - Extracurricular and co-curricular programs
- To reduce possibilities for infection, students must remain in the same space and in cohorts or stable groups as small and consistent as practicable, including for recess and lunch.
 - Ensure students and staff remain in stable classroom cohorts by keeping the same students and teacher or staff together for the entire school day. Students should not mix with other stable classroom cohorts.
 - Prioritize the use and maximization of outdoor space for activities where practicable.

- Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day.
- In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
- Maximize space between seating and desks. Distance teacher desks at least six feet away from students. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks, markings on classroom floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.
- Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
- A supervising adult may be assigned to a maximum of two (2) cohorts, if the adult is serving children five years-of-age and younger, or if the adult offers specialized services or support that cannot be offered by another supervising adult.
- The Charter School will implement measures to maintain physical distancing while students move between classrooms that are easy for students to understand and are developmentally appropriate, including potentially one or more of the following recommendations. In common areas, the school will adjust schedules to ensure that only one cohort moves through common areas such as hallways and restrooms at one time. Other measures to maximize physical distancing between cohorts in common areas includes but are not limited to:
 - Hallways: The Charter School will ensure only one cohort moves through a hallway at any given time. For example, the Charter School may establish more ways to enter and exit a campus, and stagger passing times when necessary.
 - Lockers: Minimize use of lockers to avoid unnecessary mixing and congregation of students in hallways.
 - Restrooms: Stagger restroom use by groups of students to the extent practicable, and/or assign certain groups of students to use certain restrooms. Individual cohorts will be assigned a designated restroom. If more than one cohort is required to use the same restroom, the Charter School will implement a color-coding system to minimize interactions in restrooms.
 - Libraries: Stagger group use of libraries.
 - Outdoors: Consider holding recess activities in separated areas designated by class.
- The Charter School will implement physical barriers between food service workers and students, where necessary and appropriate.

- Outdoor and large format spaces (e.g., auditoriums) may be used for instructional activities where physical distancing cannot be maintained in classrooms.
- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band (i.e., wind instruments) and choir practice and performances are not permitted.
- The Charter School will implement procedures for turning in assignments to minimize contact.
- The Charter School will implement a plan to maintain physical distancing during meals, included but not limited to the following:
 - Food will be distributed in single-service meals instead of buffet, salad bar or family-style formats.
 - The Charter School will tape or measure six-foot intervals for food lines to ensure physical distancing between students while picking up meals.
 - If meals take place in the cafeteria, only one cohort will be allowed to eat in the cafeteria at any one time. Table and/or chairs will also be spaced at six-foot intervals to ensure physical distancing between students.
- The Charter School will implement appropriate physical distancing measures during physical activities.
 - Sporting Events and Gatherings: Outdoor and indoor sporting events and competitions, assemblies, dances, rallies, field trips, and other activities that require close contact or that would promote congregating are not permitted.
 - Playgrounds and Recess: The Charter School will consider holding recess activities in separated areas designated by class and/or staggered throughout the day and limiting use of shared playground equipment in favor of physical activities that require less contact with surfaces and allow for greater physical distancing.
 - Youth Sports and Physical Education: The Charter School will conduct sports and physical education classes only when the following can be maintained (1) physical distancing of at least six (6) feet, and (2) a stable group or cohort, such as a class, that limits the risk of transmission. Activities should take place outside to the maximum extent practicable.
 - If any students participate in a Charter School-sanctioned outdoor high-contact or moderate contact sport, participants (via their parent/guardian) and coaches must sign the School's Youth Sports Informed Consent Form, prior to participation,
 - If any students participate in a Charter School-sanctioned outdoor high-contact sport, the Charter School will strongly recommend COVID-19

testing,

- Both participants and coaches in football, rugby, and water polo activities are required to undergo weekly COVID-19 testing.
 - When equipment is shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.
 - Face coverings should be worn by participants during practice, conditioning, and competition, even during heavy exertion as tolerated,
 - Participants should maintain at least six (6) feet of distance from other participants to the maximum extent possible,
 - Coaches and participants should maintain six (6) feet of distance to the maximum extent possible
 - Face coverings must be worn when not participating in the activity,
 - Coaches, support staff, and observers must wear a face covering,
 - The Charter School will not allow the sharing of drink bottles nor other personal items and equipment,
 - Any indoor sports activities will comply with capacity limits indicated in CDPH guidance for gyms and fitness facilities,
 - Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with LAC DPH and CDPH restrictions.
- ~~○ Youth Sports and Physical Education: The Charter School will conduct sports and physical education classes only when the following can be maintained (1) physical distancing of at least six (6) feet, and (2) a stable cohort, such as a class, that limits the risk of transmission. Activities should take place outside to the maximum extent practicable.~~
- ~~▪ For sports that cannot be conducted with sufficient distancing or cohorting, only physical conditioning and training is permitted and only where physical distancing can be maintained. Conditioning and training should focus on individual skill building (e.g., running drills and body weight resistance training) and should take place outside, where practicable. Indoor~~

~~physical conditioning and training is allowed only in counties where gyms and fitness centers are allowed to operate indoors.~~

- ~~▪ Avoid equipment sharing, and if unavoidable, clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.~~
 - ~~▪ Consistent with guidance for gyms and fitness facilities, if indoor physical condition and training is allowed as set forth above, cloth face coverings must be worn during indoor physical conditioning and training or physical education classes (except when showering). Activities that require heavy exertion should be conducted outside in a physically distanced manner, with face coverings as tolerated. Activities conducted inside should be those that do not require heavy exertion and can be done with a face covering. Players should take a break from exercise if any difficulty in breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing. Masks that restrict airflow under heavy exertion (such as N-95 masks) are not advised for exercise.~~
 - ~~▪ Contact sports will not be permitted and all youth sports and physical education must be conducted outdoors.~~
 - ~~▪ Prior to participating in any youth sports, the Charter School will require both coaches and participants to undergo screening protocol, as stated in section 2 of this policy.~~
 - ~~▪ All youth sporting events, including tournaments, events or competitions are not permitted at this time. Practice games among players of the same team (intra-squad games, scrimmages, and/or matches) are allowed for non-contact sports only. Non-contact sports include those sports that allow all players in the game, scrimmage or match to maintain an 8-foot distance between one another during competition (for example, singles tennis matches, golf matches, some track and field events).~~
 - ~~▪ To the maximum extent practicable, players are encouraged to bring their own equipment.~~
- Locker Rooms: The Charter School will enforce physical distancing in locker rooms by offering locker room access only when staff supervision is available so as to stagger locker room access, as well as by creating alternative storage solutions for students' clothing, books, and other necessary items. All Charter School students must maintain six (6) feet of social distancing while using locker rooms.
 - College Admissions Testing on Charter School campuses:

- Charter Schools may administer college admissions testing (i.e., SAT, PSAT, ACT).
- If a Charter School administers college admissions testing, the Charter School will ensure that students are appropriately cohorted for the entire duration of the testing.
- College admissions testing cohorts will consist of no more than 142 students in each classroom, with a distance of at least six (6) feet between students and between students and teachers/test proctors.
- The Charter School will also ensure proper physical distancing and infection control throughout the duration of any college admissions testing, including:
 - All students and staff involved in college admission testing shall wear face coverings during the entire time they are present on the Charter School campus.
 - Gatherings at arrival times, dismissal times, and break times are prohibited.
- The Charter School will consider and implement where practicable any teaching methods designed to encourage and promote physical distancing.

13. Physical distancing (buses): The Charter School will incorporate CDE guidance with respect to physical distancing between students on buses (if bus transportation is provided).

- The Charter School will limit the total number of students on each bus. Younger students and students with disabilities will be given highest priority.
- Seats on buses will be marked to require students to provide physical distancing on buses. Seating will be staggered in accordance with CDE guidance.
- The Charter School will allow a maximum of one child per bus seat. When feasible, the Charter School will also use alternating rows on such busses.
- All persons on Charter School busses, including students, are required to wear face masks at all times.
- If feasible, consist with air quality and ride safety, Charter School busses will attempt to keep bus windows open.

14. Use of face coverings: The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidelines and this Policy unless a person is exempt as explained in this Policy, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

- Until such time as the statewide order is lifted, all individuals two years of age and older must wear a cloth face covering at all times while on campus, except while actively eating or drinking.
 - Staff excluded from this requirement are those that require respiratory protection according to Cal/OSHA standards.
- Employees should wear a clean face mask to work every day.
- Employees should avoid touching the mask and should wash their hands frequently, including after removing the mask.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing a face covering outside of the classroom.
- The Charter School will post signs regarding the proper use, removal, and washing of face coverings.
- The Charter School will post signs to remind employees that CDC recommends maintaining social distancing of at least six (6) feet, and that the State of California currently requires face masks to be worn in public settings with certain limited exceptions.
- All student **age two and older** who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering **at all times, including:**
 - While waiting to enter the school campus.
 - In any area outside of the classroom (except when eating or drinking).
 - While leaving school.
 - While waiting for or riding on a school bus.
- ~~• Elementary school students over the age of two must wear a cloth face covering while on campus, except while actively eating or drinking.~~
- Proper use of cloth face coverings **by students** will be strictly enforced. The Charter School will exclude from campus **anyone** who refuses to wear a face mask, **and who is not prevented from doing so due to a documented disability or legally recognized accommodation, consistent with this Policy.** ~~Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.~~

- The Charter School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- For Charter School staff working with sick children or with children who are precluded from wearing a cloth face covering due to a medical condition, the Charter School will provide a medical grade face mask to that employee.
- Employees working in a cubicle must wear a face covering.
- A face shield may be an acceptable alternative for children who cannot wear a face mask due to a documented disability or who cannot wear a face mask properly.
- The Charter School will evaluate any employee's request for accommodation from the Charter School's facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- **Accommodations for Students:**
 - Any student-child who cannot wear a facial covering-mask and/or face shield due to a documented disability must provide a doctor's note which justifies the need for an accommodation from the facial covering requirement.
 - Parents/guardians who believe their student may need an accommodation from the Charter School's facial covering policy and requirement should contact the Charter School principal.
 - Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
 - For special education/504 students:
 - Appropriate determinations will be made during IEP team meetings.
 - When considering potential accommodations, SPED/504 teams will use the following criteria:
 - 1) Does the student have a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face

covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance and

- 2) When deciding if students with certain disabilities should wear a mask, determine if they can:
 - Use a mask correctly,
 - Avoid frequent touching of the mask and their face,
 - Limit sucking, drooling, or having excess saliva on the mask,
 - Remove the mask without assistance.
- Pursuant to applicable legal guidance, and for students who cannot wear a mask, the Charter School will not place them with a cohort or group of students in the classroom. A student who cannot wear a mask can receive necessary services in a one-to-one setting with staff wearing appropriate PPE. The Charter School may also accommodate such students via distance learning.

15. Use of gloves and PPE: The Charter School requires employees to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

- The Charter School will provide surgical masks, face shields, and disposable gloves for employees engaging in Wellness and Temperature Screenings.
- Workers or other persons handling or serving food must use gloves in addition to cloth face coverings.
- The Charter School will provide a clear plastic barrier or face covering and disposable gloves for front office and food service employees.
- The Charter School will provide equipment and PPE to custodial staff for cleaning and disinfecting, including:
 - For regular surface cleaning, gloves appropriate for all cleaning and disinfecting.
 - For classified staff engaged in deep cleaning and disinfecting, proper PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.
 - All cleaning and disinfecting products must be kept out of children’s reach and stored in a space with restricted access.
- As required by Cal/OSHA, the Charter School will provide training on the proper use of PPE to protect employees from the hazards of the cleaning products used.
- Employees must wash hands after removing gloves.

16. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
 - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education (“FAPE”) in the least restrictive environment (“LRE”) for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
- Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff (gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.
- Evaluations and Timelines:
 - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as possible, if not already conducted. All IEP team meetings and

504 meetings will be conducted virtually until the use of school facilities return to normal operations.

- Services:

- Students attending in-person instruction will receive services as outlined in their IEP.
 - Where possible, each student will be included into the LER. Special education teachers supporting students in the general education setting will provide services either remotely, or in person within the student's established cohort or on a one to one in-person basis.
 - Related service providers will provide services to students remotely via distance learning, or on a one to one in-person basis as appropriate.
 - Students from different cohorts will not be grouped together for pull-out services.
 - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
 - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.
 - The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.
 - Staff will be supplied with protective equipment as appropriate, including masks, shields, gloves and gowns.
 - All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
 - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - Individuals who may not be able to communicate symptoms of illness.

17. Maintaining Healthy Operations: The Charter School will follow all Orange, Los Angeles, and San Diego County Public Health Orders and CDPH Guidance for maintaining healthy operations, including the following practices.

- Monitor on a weekly basis, COVID-19 guidance from CDPH, and County Offices of Education.
- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.
- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.
- Implement routine COVID-19 testing of staff and students as directed by local county health officers and pursuant to CDPH guidance. Encourage students and families to receive testing from community testing sites before returning to school for in-person instruction and regularly while attending school in person.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

18. Protection of higher risk employees:

- The Charter School recognizes that older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.²¹
- Consistent with operational needs, the Charter School shall support options to telework, if available and reasonable.
- The Charter School shall attempt to limit vulnerable employees' duties to minimize their contact with visitors and other employees.

²¹ This includes employees with any one or more of the following high-risk factors: age 65 years and older, chronic lung disease, moderate to severe asthma, serious heart conditions, immune deficiency, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease undergoing dialysis, or liver disease.

19. COVID-19 Vaccinations:

- Pursuant to CDPH guidance, the Charter School will strongly recommend that all person eligible to receive COVID-19 vaccines at the first opportunity.
- **Purpose:**
 - Consistent with the Charter School’s legal duty to maintain a safe and healthy workplace and to limit the spread of COVID-19, the Charter School has adopted the following COVID-19 employee vaccination policy (“Vaccination Policy”). The purpose of this Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission (“EEOC”), Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and local health authorities.
- **Policy:**
 - Pursuant to this Vaccination Policy, the Charter School strongly encourages all employees to receive a COVID-19 vaccination at the first available opportunity. The Charter School will notify all employees upon learning of any vaccination opportunities and will regularly provide a list of local facilities offering the vaccine. Upon request, the Charter School will promptly provide any Charter School employee with an employment verification letter, as well as any other documentation required to secure vaccination pursuant to federal, state, or local law.
 - Employees who choose to get vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated during working hours may use accrued sick leave. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
 - Employees who voluntarily vaccinate for COVID-19 are not to provide any proof of vaccination information to the Charter School. However, such employees must

retain proof of vaccination should the Charter School elect to mandate vaccinations and request proof of COVID-19 vaccination status at a later date.

- **Non-Discrimination:**

- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine.

- **Disclaimer:**

- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this Vaccination Policy. Such a revision may include but is not limited to mandating all employees vaccinate for COVID-19, absent a legally-recognized accommodation. Upon any revision to this Vaccination Policy, the Charter School will provide immediate notice in writing to all employees.

Employee with any questions regarding the Charter School's Vaccination Policy may contact Human Resources Department at hr@magnoliapublicschools.org.

20. Communications to the Charter School community:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Beginning ~~March~~ ~~January~~ ~~15~~ ~~25~~, 2021, every Charter School campus shall report identifying information about its operations to the CDPH. Every Charter School campus shall thereafter report such information to the CDPH on the second and fourth Monday of each month.
- ~~• notify the CDPH whether it is serving students in person.~~
 - ~~○ The Charter School will provide and report the following information:~~
 - ~~▪ In person instruction is being provided full-time, and for specific grades,~~
 - ~~▪ In person instruction is being provided part-time (hybrid model),~~
 - ~~▪ In person instruction only being provided on cohort basis, or~~
 - ~~▪ No in-person instruction is being provided.~~
 - ~~○ Reporting must continue every other Monday. Reporting can be completed on the Safe Schools for All Hub.~~
- Prior to the start of the school year, the Charter School will communicate to staff, students,

and parents about new, COVID-19-related protocols, including:

- Enhanced sanitation practices
 - Physical distancing requirements and recommendations
 - Proper use, removal and washing of face coverings.
 - Screening practice.
 - How COVID-19 is spread.
 - COVID-19 specific symptom identification.
 - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19, including pertinent isolation and quarantine policies.
 - Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
 - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
 - Guidelines for families about when to keep students home from school.
 - Systems for self-reporting symptoms.
 - Criteria and plan to close schools again for physical attendance of students.
 - Changes in Charter School extracurricular, academic, and meal programs to help prevent the spread of COVID-19.
 - Charter School policies regarding parental visits to Charter School campuses, reiterating options for contacting the school remotely.
 - Contact information at the Charter School for students who may have been exposed to COVID-19.
 - Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.
- The Charter School will train staff and students on protocols for physical distancing for both indoor and outdoor spaces.
 - The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
 - COVID-19 protocol will be posted at all public entrances to the Charter School campus.
 - Communications will be targeted to the most vulnerable members of the Charter School community.
 - The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School’s charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

Coversheet

Approval of Covid-19 Testing Vendors Selection for all Magnolia Public Schools

Section: II. Action Items
Item: B. Approval of Covid-19 Testing Vendors Selection for all Magnolia Public Schools
Purpose: Vote
Submitted by:
Related Material:
COVID-19 Testing Vendor Selection.pdf
COVID Testing Vendor Comparison - Data & Analysis (Updated as of 3.18.21).pdf



Board Agenda Item #	II B: Action Item
Date:	March 18, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, Director of Human Resources
RE:	COVID-19 Testing Vendor Selection

Information Item:

I move that the board approve the staff recommendation to enter into a service agreement for COVID-19 testing program with PMH Laboratory for MSA 1, 6, 7, Santa Ana, San Diego and with Los Angeles Unified Schools District for MSA 2, 3, 4, 5 and 8.

Introduction

Based on the board resolution adopted on July 23, 2020, the Board of Directors directed the following:

- The CEO is authorized to develop and implement a plan for reopening schools (the “Plan”) in Fall 2020 in accordance with guidance and/or directives from the chartering authority, and local, state or federal government officials, including, but not limited to, Relevant Authorities.
- The CEO or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the CEO deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19.

Based on this, Mr. Rubalcava, MPS CEO and Superintendent, made the executive decision to not conduct a Request for Proposal (RFP) process for COVID testing vendor services. However, Home Office staff members compared and evaluated each vendor based on their services and cost.

Background

The COVID-19 testing vendor analysis was presented to the MPS Board on March 11, 2021 as an information/discussion item. MPS Home Office discussed these potential vendors with the MPS Principals. Principals have provided feedback and approved the recommended suggestion mentioned above.

Consistent with the board approved MPS Health & Safety Policy, the California “Safe Schools for All” Reopening Plan, and the current CA Department of Public Health (CDPH) guidance, and AB 86, MPS plans to conduct COVID-19 testing for both employees and students.

MPS anticipates to start the testing program in April 2021 on the following cadences:

- In the seven (7) days prior to the reopening of the school, all students and employees who are returning to campus will do a baseline testing, which is the initial testing before the return to campus.
- Thereafter, all students and employees continuing to be present on campus must undergo asymptomatic testing every two weeks.
- The frequency of testing will depend on the tier that the county is in and the recommendation of the school’s authorizing agencies.

Analysis

Staff recommends for LAUSD authorized schools to use LAUSD’s testing vendor due to the logistical benefits for MPS families, staff members, and school sites. LAUSD will do most of the logistical work behind the testing for the stakeholders. The school compliance task officer will work closely with the district and home office when needed.

PMH is recommended for the 5 remaining schools who are on private sites, because they provide quick response testing, they have flexible schedules for stakeholders who miss their appointments and they seek different outlets to cover testing costs. With PMH, there is no upfront cost to the schools and most of the operational demands will be handled by the vendor.

Additionally, both LAUSD and PHM perform “response testing” if someone at the school site displays COVID-19 symptoms, and is a close contact or test positive for COVID-19. Response testing may have an additional cost which is not reflected in the cost analysis on Appendix 1.

Below is the analysis for the 5 vendors that MPS Home Office previously presented.

COVID-19 VENDOR SERVICES ANALYSIS		
VENDOR	SCOPE OF WORK	COST
LAUSD	<ul style="list-style-type: none"> - Turnaround time for test results is 18-48 hours - Nasal and saliva test through two different vendors - Daily Pass App for scheduling and reviewing test results - Testing is conducted as specified LAUSD sites - Extending hours at certain testing site locations, offering Saturday testing at specific sites, 5:00 am to 11:00 pm weekdays and 8:00 am to 8:00 pm on Saturdays 	- \$250 per person student/staff

<p>PMH Laboratory</p>	<ul style="list-style-type: none"> - PMH uses an online platform to directly report all COVID test results to all health entities, results are expected within 48-72 hours. - PCR (nasal swab) testing type - The tests will be administered at the school site by a licensed health practitioner assigned by PHM. - Is flexible and will work with a schedule that is needed to best serve the schools. - Regarding rescheduling missed appointments- depending on location, there are nurses all over and a nurse can be sent to administer the test "on the go". PMH can also provide extra testing kits in case of an outbreak and/or exposure 	<ul style="list-style-type: none"> - \$100 after test is administered - No upfront cost or co-pay. If any test is non-reimbursable, PMH will charge after test is administered
<p>COVERIFY</p>	<ul style="list-style-type: none"> - Will report results to local health authority departments - SMS notification to faculty/staff/parents of students when test results are available - HIPAA compliant web portal for accessing results - Coverify administers the test at each MPS site with their own staff and material - MPS is responsible for setting up the testing area. 	<ul style="list-style-type: none"> - \$45-55 RT-PCR Saliva Test - - Payment must be made up front. All tests for students and staff must be paid and then reimbursed. - Coverify will leverage all available options for reimbursements. - There is a one time administrative test fee of \$5,205 per site (over 400 students/staff) or \$3,325 per site (under 400 students/staff)
<p>UCSD</p>	<ul style="list-style-type: none"> - Turn around time for test results is 24-48 hours - Test Results are provided via a URL to the parent or directly to staff members. MPS admin will not have access to the results unless the patient directly screen shots the results to. - Appointments can be made via this URL for appointments - There are three different options. Drive thru, onsite testing, self administered - Drive up is convenient since it is on staff's own time, they drive up to the university. - Self administered- MPS has to have a certified medical staff to order the kits, administer them and drop them off. - They only test every other week - They do not conduct any reimbursements or check insurance coverage 	<ul style="list-style-type: none"> - Drive up is \$40 per test - Onsite testing conducted by UCSD is \$40 - Sister lab or self-administered on campus is \$28 per test
<p>VALENCIA LAB</p>	<ul style="list-style-type: none"> - Turn around time for test results is 24-48 hours - Patients with positive test results who do not check their test results on the Color website will receive up to 10 autodial attempts from the state's clinical call center within 48 hours to ensure they receive their test results - MPS is responsible for the collection of the sample, setting up the collection site, staffing for collection, and taking the samples to the drop off locations. 	<ul style="list-style-type: none"> - \$21 per test kit for privately insured and/or uninsured student - Insured staff are covered through their insurance, uninsured are covered via COVID-19 uninsured program - Students with Medical are covered through state funds - Valencia bills MPS based on the used kits

Exhibit A shows the cost analysis per school based on the estimated percentage of the students returning in person. The cost will also vary depending on the frequency of the testing as counties move into different California COVID-19 tiers.

Budget Implications

Assembly Bill (AB) 86, approved on March 5, 2021 provides \$2 billion for safe in-person instruction support and \$4.6 billion for expanded academic, mental health and social-emotional support. Beginning April 1st, these funds will be allocated to all local educational agencies (LEAs) based on 2020-21 LCFF (Local Control Funding Formula) entitlements.

This bill will pay for COVID-19 testing for all MPS schools. We are projected to receive \$350 to \$450 per student. Further budget analysis is attached to this document as Appendix 1.

Legal Review:

All agreements have been reviewed by the MPS general counsel.

Exhibits (attachments):

Appendix 1: Cost Comparison Chart

Appendix 2: LAUSD MOU

Appendix 3: PMH Laboratory MOU

Appendix I

TIER	STUDENTS						TEACHERS/STAFF			TESTS	COVERIFY					PMH	LAUSD			VALENCIA		UCSD (\$40/TEST)		UCSD (\$28/TEST)			
	AS OF 03.17.21	TOTAL # OF STUDENTS	% of Parents reporting that their students will choose in person instruction	2019 Census data of 65 yrs or younger uninsured	# OF UNINSURED STUDENTS	# OF INSURED STUDENTS	# STAFF WITH KAISER	# STAFF WITHOUT KAISER	TOTAL # NUMBER OF STAFF	TOTAL NUMBER OF TESTING WEEKS (1 base line)	TEST FEE PER TEST	ADMINISTRATIVE FEE	COVERIFY ALL STUDENTS COST	STAFF COST (Without Insurance \$55 max cost shown here)	MPS TO BE REIMBURSED BY COVERIFY (if they can reimburse from any source they will reimburse us, if they can't they will not reimburse)	COVERIFY TOTAL COST	TEST FEE PER TEST	PMH TOTAL COST (Only students without a social security #, we got uninsured column)	LAUSD TEST FEE FOR 1 SCHOOL YEAR-FIXED REGARDLESS OF # WEEKS	ADMINISTRATIVE FEE	LAUSD TOTAL COST	TEST FEE PER TEST	TOTAL COST (Only students without Medical, we got uninsured column)	TEST FEE PER ONE TEST	TOTAL COST	TEST FEE PER ONE TEST	TOTAL COST
MSA 1	RED	717	70.00%	14.20%	102	615	45	19	64	7	\$55	\$5,205	\$193,232	\$7,315	\$165,793	\$39,959	\$100.00	\$49,888.86	\$250.00	\$0.00	\$195,250	\$21.00	\$10,476.66				
MSA 2	RED	466	70.00%	14.20%	66	400	33	6	39	7	\$55	\$5,205	\$125,587	\$2,310	\$107,754	\$25,348	\$100.00	\$32,424.28	\$250.00	\$0.00	\$126,250	\$21.00	\$6,809.10				
MSA 3	RED	416	70.00%	9.30%	39	377	35	5	40	7	\$55	\$5,205	\$112,112	\$1,925	\$101,686	\$17,556	\$100.00	\$18,957.12	\$250.00	\$0.00	\$114,000	\$21.00	\$3,981.00				
MSA 4	RED	100	70.00%	14.20%	14	86	13	2	15	7	\$55	\$3,325	\$26,950	\$770	\$23,123	\$7,922	\$100.00	\$6,958.00	\$250.00	\$0.00	\$28,750	\$21.00	\$1,461.18				
MSA 5	RED	291	70.00%	14.20%	41	250	23	2	25	7	\$55	\$3,325	\$78,425	\$770	\$67,288	\$15,231	\$100.00	\$20,247.78	\$250.00	\$0.00	\$79,000	\$21.00	\$4,252.03				
MSA 6	RED	161	70.00%	14.20%	23	138	11	1	12	7	\$55	\$3,325	\$43,390	\$385	\$37,228	\$9,871	\$100.00	\$11,202.38	\$250.00	\$0.00	\$43,250	\$21.00	\$2,352.50				
MSA 7	RED	294	70.00%	14.20%	42	252	24	6	30	7	\$55	\$3,325	\$79,233	\$2,310	\$67,982	\$16,886	\$100.00	\$20,456.52	\$250.00	\$0.00	\$81,000	\$21.00	\$4,295.87				
MSA 8	RED	441	70.00%	20.70%	91	350	33	9	42	7	\$55	\$5,205	\$118,850	\$3,465	\$94,248	\$33,272	\$100.00	\$44,730.63	\$250.00	\$0.00	\$120,750	\$21.00	\$9,393.43				
MSA SA	RED	544	70.00%	19.00%	103	441	44	9	53	7	\$55	\$5,205	\$146,608	\$3,465	\$118,752	\$36,526	\$100.00	\$50,646.40				\$21.00	\$10,635.74				
MSA SD	RED	438	70.00%	9.80%	43	395	24	8	32	7	\$55	\$5,205	\$118,041	\$3,080	\$106,473	\$19,853	\$100.00	\$21,032.76				\$21.00	\$4,416.88	\$40.00	\$94,808	\$28.00	\$66,366
HOME O.	RED	0	0.00%	0.00%	0	0	24	0	24	7	\$55	\$5,205	\$0	\$0	\$0	\$5,205	\$100.00	\$0.00				\$21.00	\$0.00	\$40.00	\$6,720	\$28.00	\$4,704

TIER COLOR	Testing Frequency	Per	WHO TO TEST %			TESTING COST PER TIERS WITH SELECTED VENDORS PER EACH SITE											TOTALS PER TIER	SELECTION UNDER CURRENT TIER (***)
			STAFF	VENDORS	STUDENTS	MSA 1	MSA 2	MSA 3	MSA 4	MSA 5	MSA 6	MSA 7	MSA 8	MSA SA	MSA SD			
						PMH	LAUSD	LAUSD	LAUSD	LAUSD	PMH	PMH	LAUSD	PMH	PMH			
PURPLE	1	2 weeks	100%	100%	100%	\$49,888.86	\$126,250	\$114,000	\$28,750	\$79,000	\$11,202.38	\$20,456.52	\$120,750	\$50,646.40	\$21,032.76	\$621,976.92		
RED	1	2 weeks	100%	100%	100%	\$49,888.86	\$126,250	\$114,000	\$28,750	\$79,000	\$11,202.38	\$20,456.52	\$120,750	\$50,646.40	\$21,032.76	\$621,976.92	***	
ORANGE	1	2 weeks	100%	100%	20%	\$9,977.77	\$126,250	\$114,000	\$28,750	\$79,000	\$2,240.48	\$4,091.30	\$120,750	\$10,129.28	\$4,206.55	\$499,395.38		
YELLOW	1	2 weeks	20%	20%	20%	\$9,977.77	\$126,250	\$114,000	\$28,750	\$79,000	\$2,240.48	\$4,091.30	\$120,750	\$10,129.28	\$4,206.55	\$499,395.38		

**The calculation is based on the 70% assumption of student in person return

Appendix II

ATTACHMENT A

FUNDAMENTAL PROVISIONS

COVID TESTING AND COMMUNITY ENGAGEMENT SERVICES AGREEMENT

CONTRACT # _____

The following fundamental provisions are incorporated into the COVID Testing and Community Engagement Services Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) LAUSD or District:	Los Angeles Unified School District, a unified school district existing under the laws of the State of California.
(b) Operator:	_____ operating that charter school known as _____ (“Charter School”), a California Charter School.
(c) School Site:	Charter School’s location on the following District School Site: _____.
(d) Term:	The Term of this Agreement shall commence on the last date of signature below, and expire on Charter School’s last day of instruction for the 2020-2021 school year or June 30th, 2021 , whichever is sooner, unless terminated otherwise as outlined in this Agreement.
(e) Charter School’s Address for Notices:	_____ _____ _____ ATTN: _____ Phone No.: _____ Email Address: _____
(f) LAUSD’s Address for Notices:	Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: _____ Phone No.: _____ Email Address _____
(g) Fee	\$250 per individual tested per year

COVID TESTING AND COMMUNITY ENGAGEMENT SERVICES AGREEMENT

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
A UNIFIED SCHOOL DISTRICT DULY ORGANIZED AND EXISTING UNDER THE
LAWS OF THE STATE OF CALIFORNIA,

AND

OPERATING THAT CHARTER SCHOOL KNOWN AS
_____**CHARTER SCHOOL,**
A CALIFORNIA CHARTER SCHOOL

COVID TESTING AND COMMUNITY ENGAGEMENT SERVICES AGREEMENT

This COVID Testing and Community Engagement Services Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and _____, operating that charter school known as _____ (“Charter School”) (collectively referred to herein as the “Parties,” and individually referred to herein as a “Party”), with reference to the following:

RECITALS

WHEREAS, LAUSD is the owner of and operates public schools to provide a public education to those students residing within its jurisdictional boundaries;

WHEREAS, in response to the COVID-19 pandemic, LAUSD has implemented a COVID Testing and Community Engagement Services (“DISTRICT COVID TESTING SERVICES”) program to provide the highest standard of safety measures at schools;

WHEREAS, Charter School has chosen to avail itself of DISTRICT COVID TESTING SERVICES for the benefit of Charter School’s students and staff;

NOW, THEREFORE for good consideration had and received, and the mutual covenants and obligations contained herein, the Parties agree as follows:

ARTICLE 1. DISTRICT RESPONSIBILITIES

DISTRICT shall comply with the responsibilities set forth in EXHIBIT “A,” which is attached hereto and made a part hereof.

ARTICLE 2. CHARTER SCHOOL RESPONSIBILITIES:

Charter School shall comply with the responsibilities set forth in EXHIBIT “B,” which is attached hereto and made a part hereof.

ARTICLE 3. COSTS AND PAYMENTS

3.1 DISTRICT’S CHARGE TO CHARTER SCHOOL. The \$250 per person charge, set forth in Section (g), is an all-inclusive fee covering the cost of the test, test administration, and follow up community engagement for the school year.

3.2 INVOICE. DISTRICT shall provide Charter School an itemized written invoice no later than the 15th day of each month, covering the number of new test subjects enrolled in the prior full month (“Invoice”). Alternatively, upon mutual agreement of the parties, DISTRICT may invoice Charter School at the start of the Agreement for the entire Agreement period. DISTRICT

reserves the right to adjust prices to reflect changing conditions and costs of service, upon sixty (60) days' advance written notice to Charter School. DISTRICT shall deliver the Invoice to Charter School's address set forth in section (e) of the Fundamental Provisions of this Agreement.

3.3 PAYMENT. Charter School shall pay DISTRICT by check within thirty (30) days following the receipt of the Invoice. If Charter School fails to timely pay any portion, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount is due until the date paid, compounded daily. Charter School shall submit payment to DISTRICT's lockbox address as set forth in the invoice. If Charter School does not remit payment to LAUSD within thirty (30) days of Charter School's receipt of the Invoice, DISTRICT may, in addition to pursuing any other legal and/or equitable remedies to which DISTRICT may be entitled, immediately stop providing all COVID Testing services as set forth in EXHIBIT "A," until and unless payment, with applicable interest, is made in full.

If Charter School fails to either timely pay or deposit disputed payments into escrow pursuant to Article 3.4 below and provide timely notice to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have (15) days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per Article 3.4 below, Charter School authorizes and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Monthly Revenue Source Allocation account. Notwithstanding anything else in this Article 3.3, Charter School shall have the option to request the District to deduct Charter School's payment from the Charter School's Monthly Revenue Source Allocation account by submitting a request to the District's Charter School Accounting Office.

3.4 PAYMENT DISPUTES. If Charter School disputes all or any part of the Invoice, Charter School shall pay the undisputed portion of the charges, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties, at Charter School's expense. The Parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Charter School's approved charter petition, if any. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the Parties proportional to the same percentage the disputed payment amount is allocated at the resolution of the dispute.

In such instance where Charter School disputes its obligations to pay all or part of the invoiced amount, Charter School shall provide LAUSD with a notice entitled "Payment Under Protest" stating that Charter School plans to dispute such payment, with proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due. Within thirty (30) days following the payment due date, Charter School shall provide another notice to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount.

ARTICLE 4. TERMINATION

This Agreement may be terminated by either Party upon providing thirty (30) days' written notice of intent to terminate to the other Party. COVID TESTING SERVICES will be provided by the DISTRICT, and payments by Charter School will remain due and owing, for the notice period. Termination of this Agreement will not absolve Charter School of any outstanding payment obligations.

ARTICLE 5. INDEPENDENT CONTRACTOR RELATIONSHIP

LAUSD and Charter School intend and hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely an independent contractor type relationship, and not a principal/agent, partnership, joint venture, employment or master/servant relationship. Charter School and LAUSD are acting on their own behalf and neither is operating as an agent of the other.

ARTICLE 6. COMPLIANCE WITH LAWS AND REGULATIONS

Charter School acknowledges that, due to the unprecedented nature of the COVID-19 pandemic, public health guidance issued by regulatory authorities has been changing rapidly. LAUSD shall use its best efforts to comply with all federal, State and local laws and regulations at all times in the provision of services under this Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 NOTICES. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the Party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile or email (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery). Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above; or, in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein; or, if by facsimile or email, upon electronic confirmation of receipt. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article.

7.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of law.

7.3 ENTIRE AGREEMENT/AMENDMENT. All Exhibits and Attachments are hereby fully incorporated into this Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

7.4 WAIVER. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the Parties hereto shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms.

7.5 ASSIGNMENT. This Agreement shall not be assigned to any other person or entity. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto.

7.6 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance or observance of each of the obligations, covenants, and agreements under this Agreement.

7.7 INVALIDITY / SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7.8 CAPTIONS. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

7.9 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. A telefaxed or .pdf signature received via email shall have the same effect as an original wet signature.

7.10. FORCE MAJEURE. Whenever either Party hereto shall be required by the terms of this Agreement or by law to perform any act, work, labor, or services, or to perform and comply with any laws, rules, orders, ordinances, regulations, or zoning regulations, said Party shall not be deemed to be in default herein and the other Party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, unavailability of materials, war or national defense preemptions or civil disobedience,

governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing Party.

7.11 AUTHORIZATION TO SIGN AGREEMENT. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School’s Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity’s partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

7.12 CONTACT. Questions, concerns, or issues regarding the COVID TESTING SERVICES should be addressed to Mr. Eugene Hernandez, Executive Director, COVID Response, at eugene.hernandez@lausd.net.

ARTICLE 8. CONFIDENTIALITY.

The District shall maintain the confidentiality of all Charter School test subject protected health information in compliance with applicable HIPAA regulations and other applicable privacy laws.

ARTICLE 9. INDEMNITY.

Charter School shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, “Indemnitees”) against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement or Charter School’s performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Charter School, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

LAUSD:

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

Date: _____

CHARTER SCHOOL:

XXXXXXXXXX SCHOOL

By _____
Name _____
Title _____

Date: _____

EXHIBIT "A"
DISTRICT RESPONSIBILITIES

DISTRICT shall provide the following COVID-19 testing and community engagement services:

1. "Gold-standard" polymerase chain reaction (PCR) testing regimen, including, but not limited to, laboratory test kits, sample collection, transportation of samples to lab, sample processing, and delivery of results to test State and local health officials and test subjects. The turnaround from test to result is estimated to be between 18 and 48 hours. SummerBio LLC (providing "gold standard" RT-qPCR COVID-19 nasal sample test) and Clinical Reference Laboratory, Inc. (providing saliva-based molecular test) are currently engaged to provide laboratory testing services. Additional laboratory test providers providing comparable services may be engaged at the discretion of the District.
2. Test administration by staff of specially trained health care professionals
3. Guidance to Charter School in exposure management
4. General medical oversight by a qualified physician
5. Test registration services, which may include access to an app or web portal.

Additional details on the COVID Testing Program operations are available in the District COVID-19 Testing Policy, BUL-XXX.XX, dated (), available here [insert URL].

**EXHIBIT “B”
CHARTER SCHOOL RESPONSIBILITIES**

Charter School shall:

1. Provide DISTRICT with the number of the students enrolled in the 2019-20 school year, and the number of students and staff who will participate in the COVID-19 TESTING SERVICES program in the 2020-21 school year, using the attached COVID-19 Testing Services Enrollment form. Charter School may request to adjust its numbers up or down once per year by submitting a written request to DISTRICT. DISTRICT shall make reasonable efforts to implement the adjustments within 30 days of the request.
2. Cooperate with District staff to register test subjects.
3. Remit timely payment of COVID TESTING SERVICES Fees to the District as set forth in Section 3.3 of the Agreement.

COVID-19 Testing Services Enrollment

	2019-20 (for informational purposes only)	2020-21
Enrollment		
Employees		
TOTAL		
Multiplied by:		\$250
FEE for COVID-19 Testing and Community Engagement		

Appendix III

BUSINESS AGREEMENT

This Business Agreement (“AGREEMENT”) is made and entered into effective as of the 24th day of November 2020, by and between Magnolia Education and Research Foundation, a California non-profit, located at 250 E. 1st St., Ste 1500, Los Angeles, CA 90012 (MERF), and PMH Laboratory, Inc. a California Corporation with address of 5862 Edinger Ave, Huntington Beach, CA 92649 (“PMH”).

Recitals:

WHEREAS, MERF is a non-profit organization which provides educational services throughout California, who wishes to seek out COVID-19 testing for their student body, employees and families for their benefit and mutual protection;

WHEREAS, PMH is a diagnostic laboratory accredited by COLA Inc. and certified under the Clinical Laboratory Improvement Act (“CLIA”);

WHEREAS, PMH maintains all licenses and/or certifications, as applicable, to provide COVID-19 antibody and molecular screening tests;

WHEREAS, PMH provides Clinical diagnostic laboratory COVID-19 testing services and provides reliable results to Clients;

WHEREAS, MERF desires, to contract with PMH to provide their student body, employees and families COVID-19 testing upon the terms and conditions herein set forth;

WHEREAS, PMH desires to provide nursing, phlebotomy and laboratory services to process COVID-19 tests conducted at various MERF locations; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION I

Definitions: The following terms used in this Agreement are defined as follows:

1. “Client” or “Clients” refers to the student body, employees and families of MERF to receive testing services.
2. “IgG/IgM Antibody” refers to COVID-19 testing to test for the presence of antibodies to COVID-19.
3. “RT-PCR” refers to real-time verse transcription polymerase chain reaction testing to test for the presence of COVID-19 antigens.

4. “Patient” refers to the person or persons who undergoes the COVID-19 testing at any of Client’s locations.
5. “Insurance” refers to the Patient’s health insurance plan, government sponsored entity, or any other entity responsible for payment for the COVID-19 testing on behalf of Patient.
6. “Management System” refers to the data/client system where the information specific to the testing, Patient, Patient’s insurance, date of service, location of service, and any other relevant data are entered into.
7. “State licensed doctor” refers to any physician contracted by PMH to provide standing orders for the RT-PCR and/or IgG/IgM Antibody tests and/or physician contracted by PMH to be responsible for conveying test information to the Patient and/or notifying the appropriate public health authorities.
8. “Lab Scientist” refers to the PMH scientist responsible for handling test information and working with Clients and the appropriate public health authorities.
9. “Clinic” refers to the agreed upon venue and terms with Client including the type of testing (e.g., IgG/IgM Antibody and /or RT-PCR), quantity for each type of testing, turnaround time for results, specific locations, dates, and logistics for the testing between MERF and Client.

SECTION II

1. Division of Authority and Responsibility.

MERF will confirm with PMH, the Clinic where testing services will be performed. This Agreement will be initiated for each Client when MERF and PMH confirm with each other in writing (preferably email with reservation form) to provide their respective services to Client in accordance with MERF’s responsibilities and PMH’s responsibilities as delineated in Section II (1)(a) and (1)(b) and as otherwise provided in this Agreement.

(a) *MERF’s Responsibilities.*

1. Handle all scheduling for the Clinic(s) with the Client(s). This includes but is not limited to; finding a place to hold the Clinic, scheduling the Patients/Clients on an agreed upon time slot so that social distancing can be maintained, informing PMH of the basic needed demographic information for each Patient to be tested (ie name, test forms and spread-sheet for test times). Following up with patients to assure their presence at the Clinic for testing.

2. Confirm appointment(s) with PMH.
3. Assist with communications with Client(s) and Clinic(s).
4. Introduce PMH to the entity liaison/point of contact at each Clinic location (ie. School).
5. Assist with gathering needed information, signed contracts, patient forms, insurance billing information and execution thereof.

(b) ***PMH's Responsibilities.***

1. Create Master Clinic List and incorporate Clinics on Master Excel spreadsheet.
2. Create online appointment scheduling for Client.
3. Confirm appointment(s) with Client(s).
4. Order and pay for dry supplies (e.g., gloves, needles, band aids, cotton balls, and tourniquets)
5. Obtain and prepare shipping labels to Client, staffing agencies, or nurses.
6. Ship supplies to Client and/or nurses or staffing agencies.
7. Provide nurse(s), medical assistant's and/or phlebotomist(s) to be onsite and procure testing.
8. Contract with Staffing Agencies if needed.
9. Train nurse(s) and/or phlebotomist(s) with regard to conducting testing at Clinics.
10. Ensure Patient completes consent forms, demographic questions, and contact information, and provides insurance information and copy of government-issued identification cards.
11. Pack and prepare boxes for delivery of testing samples to PMH.
12. Get samples to PMH timely to accomplish Client's turnaround time taking into account PMH's processing time set forth in (b)(3) below.
13. Pay box packing staff, Staffing Agencies and or nurses/phlebotomists, and nurse coordinators.
14. Maintain insurance requirements as per Section III (1)

15. Enter Patients' data information into management system within twenty-four hours of receiving samples.
16. Process and move final test results entered into Management System within five (5) business days of receiving samples.
17. Bill Patient's insurance, third party, or Patient within ten (10) business days of receiving samples.
18. Ensure that the ordering provider(s) reviews all RT-PCR and/or IgG/IgM Antibody results.
19. Ensure that the PMH lab scientist or state licensed doctor will review all lab results and comply with all state and other mandates, regulations and guidelines including, but not limited to, reaching out to Patient within Seventy-two (72) hours of receiving any positive results for either the IgG/IgM Antibody and/or RT-PCR testing.
20. Within twenty-four (24) hours and/or as directed by the applicable public health regulations or agencies, notify the state licensed doctor or as directed by the applicable public health regulations or agencies, positive results of RT-PCR and /or IgG/IgM Antibody testing.
21. Report all results to local health department and/or as directed by the applicable public health agencies or regulations.
22. Pay all PMH personnel, staff, vendors, independent contractors, state licensed doctor and/or telemedicine consultants and any other person PMH hires.
23. Obtain all required permits from State or Local authorities to provide the services to the Clients under this Agreement and provide professionals trained and, if applicable, certified to provide all such testing. By commencing such testing PMH represents and warrants that it has obtained or is exempt from obtaining any permits and is providing appropriate personnel to perform the services under this Agreement.

2. Financial Arrangement

The parties agree that MERF will NOT be charged for the testing clinics unless the person being tested is both uninsured and undocumented. If a person being tested is both uninsured and undocumented, parties agree that PMH will be paid a cash price of \$100 per test by MERF within 45 days of testing.

Otherwise, reimbursement for the services provided by PMH will be solely through billing of the Patient's (student body, employee and/or family members) various health insurance companies.

If a patient does not have health insurance PMH agrees to seek reimbursement through the non-insured program in the CARES act. Furthermore, PMH will not charge a co-pay for any reason to any Patient.

3. Expenses and Costs of Testing

PMH agrees to pay the expenses and costs of testing. In summary, payments for out of pocket expenses and costs are as follows: PMH will pay for staffing, testing materials, packing test sample boxes and shipping test samples. PMH will pay for IgG and IgM slides, RT-PCR tests, laboratory equipment, standing orders for each state, telemedicine and state licensed doctor consultation fees.

The expenses and costs are detailed as follows:

- (a) PMH will pay:
 - (i) Shipping via UPS, FedEx or other shipping method of test samples.
 - (ii) Gas and mileage for delivery of test samples.
 - (iii) Delivery drivers.
 - (iv) Supplies (e.g., gloves, needles, band aids, cotton balls, and tourniquets)
 - (v) Nurse and phlebotomist staffing for nurses and phlebotomists who are independent contractors and Staffing Agencies.
 - (vi) Online scheduling software.
 - (vii) Nurse coordinator.
 - (viii) Sharps disposal.
 - (ix) Staff to pack supplies and ship boxes.
 - (x) Envelopes.
 - (xi) Stamps.
 - (xii) Hotel expenses for staff.
 - (xiii) Rental car for staff.
 - (xiv) Standing laboratory orders for each state.
 - (xv) Additional city or state licensing fees.
 - (xvi) Staffing for printing and sending test results to patients.
 - (xvii) Biller for insurance, third party and Patient invoices.
 - (xviii) All material for RT-PCR testing.
 - (xix) CLS Labor at 5862 Edinger Ave., Huntington Beach, CA 92649 and other PMH lab addresses.
 - (xx) Laboratory outsourcing samples to other laboratories (e.g., Gen X).
 - (xxi) Instrument supplies.
 - (xxii) Excel expert (e.g. Michael McConnell).
 - (xxiii) Reagent costs.
 - (xxiv) Data entry labor.
 - (xxv) Maintenance of all equipment and machines for IgG/IgM Antibody and RT-PCT

- testing.
- (xxvi) Courier services.
- (xxvii) 15% growth expense to service clientele, inclusive of hiring personnel, administrative costs, equipment/software upgrades, etc.
- (xxviii) Telemedicine and state licensed doctor consultation fees (not to exceed \$50 per Patient).

SECTION III

1. Insurance and Indemnification

As an express condition to Agreement becoming effective and remaining effective, PMH will maintain and comply with the insurance requirements set forth on Exhibit A. Each party (the “Indemnifying Party”) agrees to defend all claims of loss, indemnify and hold harmless the other party (the “Indemnified Party”) and its officers, agents, representatives and employees from any and all liability for personal injury (including injury due to contacting COVID-19), damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs or workers compensation claims, arising out of the breach of the Agreement by the Indemnifying Party or negligent acts or omissions or willful misconduct of the Indemnifying Party or its employees, officers, agents or representatives in the performance of this Agreement.

2. Protected Health Information

(a) The parties agree to not use or disclose Protected Health Information other than as required by law per 45 CFR 164.501.

(b) The parties agree to use appropriate safeguards to prevent use or disclosure of Protected Health Information.

(c) The parties agree to mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of Protected Health Information in violation of the Standard for Privacy of Individually Identifiable Health Information as per CFR part 160 and part 164, subparts A and E.

(d) Both parties agree to report as required by law any use or disclosure of Protected Health Information not provided by this Agreement.

(e) Both parties agree to document such disclosures of Protected Health Information and information related to such disclosures as would be required for either or both parties to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(f) The parties agree to take such action as is necessary to amend this section from time to time as is necessary for both parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(g) The respective rights and obligations of both parties of this section shall survive the termination of this Agreement.

(h) Any ambiguity in this Agreement shall be resolved to permit each party to comply with the Privacy rule.

3. Term and Termination.

This Agreement shall be for a term of one (1) year commencing on November 24, 2020. This Agreement may be terminated at any time, without cause, by giving the other party at least thirty (30) days' advance written notice, in which event this Agreement shall terminate on the future date specified in such notice. In addition, in the event of default by a party of any covenant or obligation hereof, which default is not cured within fifteen (15) days after receipt of written notice from the non-defaulting party describing such default (unless such default is not reasonably capable of being cured, if curable, within such 15 days then if the defaulting party fails to commence the curing of such default within such 15 days or thereafter fails to complete such cure within a reasonable time), the non-defaulting party may terminate this Agreement upon the giving of written notice of such termination.

4. Confidentiality of Business Records; Medical Files and Patient Records.

(a) All business records of any type or description created, used, disclosed to or otherwise learned by either party as a result of this Agreement shall be deemed to be confidential and proprietary information, and both parties agree that neither shall reveal, publish, communicate or otherwise disclose such information to a third party without the other party's prior written consent or process of law.

(b) In performing services hereunder, both parties warrant and agree they will make every reasonable effort to ensure that the services rendered hereunder shall fully comply with all applicable federal, state and local laws, rules and regulations. Specifically, but not by way of limitation, both parties warrant and agree they will make every reasonable effort to ensure its provision of services rendered hereunder shall comply with requirements imposed by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and will take such

actions as are necessary and appropriate in connection therewith, including, but not limited to the execution of additional agreements or arrangements with any other parties or entities relating to this Agreement.

5. Employee/Independent Contractor Status.

(a) In the performance of the duties and obligations of the parties under this Agreement, it is mutually understood and agreed that PMH's agents, staff, employees, business associates and independent contractors shall be, and at all times are, acting and performing as employees or independent contractors of PMH and all payments for salaries, benefits, withholdings or otherwise for such are the responsibility of PMH.

(b) In the performance of the duties and obligations of the parties under this Agreement, it is mutually understood and agreed that MERF's agents, staff, employees, business associates and independent contractors shall be, and at all times are, acting and performing as employees or independent contractors of MERF and all payments for salaries, benefits, withholdings or otherwise for such as the responsibility of MERF.

(c) The parties hereto are independent entities and nothing in this Agreement shall be construed to constitute either party as a partner, agent, employee or joint venturer of the other party in the performance of the duties and obligations contemplated herein.

6. Governing Law.

This Agreement will be governed by the laws of the State of California.

7. Entire Agreement.

This Agreement supersedes all prior agreements and understandings, whether written or oral, between the parties regarding the subject hereof and this Agreement constitutes the entire agreement of the parties regarding the subject hereof. No change or amendment of any of the terms or provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

8. Severability.

The provisions of this Agreement are severable. If any one or more of the provisions of this Agreement are held invalid by any court of competent jurisdiction or are voided or nullified for any reason, the remaining provisions and paragraphs shall continue in full force and effect and shall be binding on the parties so as to carry out the intent and purposes as nearly as possible; provided, however, that any final determination of invalidity which eliminates or minimizes the consideration due to either party hereunder shall entitle such party to terminate this Agreement.

9. Binding Effect and Assignment.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Neither party hereto may delegate its duties or assign its rights hereunder without the prior written consent of the other party.

10. Waiver.

No waiver of any provision of this Agreement shall operate or be construed as a waiver of any other provision.

12. Notices.

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered if delivered in person or sent by registered or certified, first class mail, postage prepaid to:

Magnolia Educational Research Foundation (MERF)
250 E. 1st St., Ste 1500
Los Angeles, CA 90012
Attn: _____

PMH Laboratory, Inc.
5862 Edinger Ave
Huntington Beach, CA 92649
Attn: Desiree Hedge, CEO

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

Magnolia Educational Research Foundation (MERF)

By: _____
Authorized Signor

PMH Laboratory, Inc.

By: _____
Desiree Hedge, CEO



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel & Director of Facilities

Date: 3/16/2021

RE: Los Angeles Unified School District Memorandum of Understanding (MOU) & PMH Laboratory Memorandum of Understanding (MOU) for COVID-19 Testing

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in black ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel & Director of
Facilities

3/16/2021
Date

A handwritten signature in black ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

3/16/2021
Date

TIER	STUDENTS						TEACHERS/STAFF			TESTS	COVERIFY						PMH		LAUSD			VALENCIA		UCSD (\$40/TEST)		UCSD (\$28/TEST)		
	AS OF 03.17.21	TOTAL # OF STUDENTS	% of students selected hybrid in person instruction	Student Count to attend Hybrid Learning	2019 Census data of 65 yrs or younger uninsured	# OF UNINSURED STUDENTS	# OF INSURED STUDENTS	# STAFF WITH KAISER	# STAFF WITHOUT KAISER		TOTAL # NUMBER OF STAFF	TOTAL NUMBER OF TESTING WEEKS (1 base line)	TEST FEE PER TEST	ADMINISTRATIVE FEE	COVERIFY ALL STUDENTS COST	STAFF COST (Without Insurance \$55 max cost shown here)	MPS TO BE REIMBURSED BY COVERIFY (if they can reimburse from any source they will reimburse us, if they can't they will not reimburse)	COVERIFY TOTAL COST	TEST FEE PER TEST	PMH TOTAL COST (Only students without a social security #, we got uninsured column)	LAUSD TEST FEE FOR 1 SCHOOL YEAR-FIXED REGARDLESS OF # WEEKS	ADMINISTRATIVE FEE	LAUSD TOTAL COST	TEST FEE PER TEST	TOTAL COST (Only students without Medical, we got uninsured column)	TEST FEE PER ONE TEST	TOTAL COST	TEST FEE PER ONE TEST
MSA 1	RED	715	25.03%	179	14.20%	102	613	45	19	64	7	\$55	\$5,205	\$68,915	\$7,315	\$59,129	\$22,306	\$100.00	\$17,792.60	\$250.00	\$0.00	\$60,750	\$21.00	\$3,736.45				
MSA 2	RED	466	32.19%	150	14.20%	66	400	33	6	40	7	\$55	\$5,205	\$57,750	\$2,310	\$49,550	\$15,716	\$100.00	\$14,910.00	\$250.00	\$0.00	\$47,500	\$21.00	\$3,131.10				
MSA 3	RED	416	24.04%	100	9.30%	39	377	35	5	42	7	\$55	\$5,205	\$38,500	\$1,925	\$34,920	\$10,711	\$100.00	\$6,510.00	\$250.00	\$0.00	\$35,500	\$21.00	\$1,367.10				
MSA 4	RED	100	4.00%	4	14.20%	14	86	13	2	15	7	\$55	\$3,325	\$1,540	\$770	\$1,321	\$4,314	\$100.00	\$397.60	\$250.00	\$0.00	\$4,750	\$21.00	\$83.50				
MSA 5	RED	291	29.90%	87	14.20%	41	250	23	2	25	7	\$55	\$3,325	\$33,495	\$770	\$28,739	\$8,851	\$100.00	\$8,647.80	\$250.00	\$0.00	\$28,000	\$21.00	\$1,816.04				
MSA 6	RED	161	26.09%	42	14.20%	23	138	11	1	12	7	\$55	\$3,325	\$16,170	\$385	\$13,874	\$6,006	\$100.00	\$4,174.80	\$250.00	\$0.00	\$13,500	\$21.00	\$876.71				
MSA 7	RED	292	59.93%	175	14.20%	41	251	24	6	31	7	\$55	\$3,325	\$67,375	\$2,310	\$57,808	\$15,202	\$100.00	\$17,395.00	\$250.00	\$0.00	\$51,500	\$21.00	\$3,652.95				
MSA 8	RED	441	28.80%	127	20.70%	91	350	33	9	42	7	\$55	\$5,205	\$48,895	\$3,465	\$38,774	\$18,791	\$100.00	\$18,402.30	\$250.00	\$0.00	\$42,250	\$21.00	\$3,864.48				
MSA SA	RED	544	40.07%	218	19.00%	103	441	44	9	55	7	\$55	\$5,205	\$83,930	\$3,465	\$67,983	\$24,617	\$100.00	\$28,994.00				\$21.00	\$6,088.74				
MSA SD	RED	430	69.77%	300	9.80%	42	388	24	8	33	7	\$55	\$5,205	\$115,500	\$3,080	\$104,181	\$19,604	\$100.00	\$20,580.00				\$21.00	\$4,321.80	\$40.00	\$93,240	\$28.00	\$65,268
HOME O.	RED							24	0	24	7	\$55	\$5,205	\$0	\$0	\$0	\$5,205	\$100.00	\$0.00				\$21.00	\$0.00	\$40.00	\$6,720	\$28.00	\$4,704

TIER COLOR	Testing Frequency	Per	WHO TO TEST %			TESTING COST PER TIERS WITH SELECTED VENDORS PER EACH SITE										TOTALS PER TIER	SELECTION UNDER CURRENT TIER (***)
			STAFF	VENDORS	STUDENTS	MSA 1	MSA 2	MSA 3	MSA 4	MSA 5	MSA 6	MSA 7	MSA 8	MSA SA	MSA SD		
						PMH	LAUSD	LAUSD	LAUSD	LAUSD	PMH	PMH	LAUSD	PMH	PMH		
PURPLE	1	2 weeks	100%	100%	100%	\$17,792.60	\$47,500	\$35,500	\$4,750	\$28,000	\$4,174.80	\$17,395.00	\$42,250	\$28,994.00	\$20,580.00	\$246,936.40	
RED	1	2 weeks	100%	100%	100%	\$17,792.60	\$47,500	\$35,500	\$4,750	\$28,000	\$4,174.80	\$17,395.00	\$42,250	\$28,994.00	\$20,580.00	\$246,936.40	***
ORANGE	1	2 weeks	100%	100%	20%	\$3,558.52	\$47,500	\$35,500	\$4,750	\$28,000	\$834.96	\$3,479.00	\$42,250	\$5,798.80	\$4,116.00	\$175,787.28	
YELLOW	1	2 weeks	20%	20%	20%	\$3,558.52	\$47,500	\$35,500	\$4,750	\$28,000	\$834.96	\$3,479.00	\$42,250	\$5,798.80	\$4,116.00	\$175,787.28	

**The calculation is based on the percentage of students who are returning in person

Coversheet

Approval of RFP award for MPS Internet Services

Section: II. Action Items
Item: C. Approval of RFP award for MPS Internet Services
Purpose: Vote
Submitted by:
Related Material: Winning bids for MPS Schools E-Rate (MPS Internet Services).pdf



Board Agenda Item #	II C: Action Item
Date:	March 18, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	<p>Approval of winning bids for MPS Schools E-Rate eligible services:</p> <ul style="list-style-type: none"> • Internet service for MSA-1, MSA-8, and MSA-Santa Ana: <ul style="list-style-type: none"> ○ 10GBps – Charter, \$4800/monthly for internet) • Internet service for MSA-San Diego: <ul style="list-style-type: none"> ○ 10GBps – Charter, \$3675/monthly for internet) ○ \$250 one time construction charge • Internet service for MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, MSA-7: <ul style="list-style-type: none"> ○ If 5GBps – Charter, \$2300/monthly for internet)

Proposed Board Recommendation

I move that the board awards the winning bids summarized above according to vendor evaluation matrices and adopt the purchase of E-Rate eligible services for each school operating within the approved budgeted amounts.

Background

E-Rate is a federal program that provides discounts on eligible technology products and services. Discounts are based on the percentage of enrolled students eligible for Free/Reduced Lunch per National School Lunch Program guidelines. MPS Charter District's discount for FY2019 is expected to be 80% for Internet, WAN.

Consistent with E-Rate rules, MPS filed an FCC Form 470 #210004775 for Internet service and associated RFPs to initiate an open and fair competitive bidding process, recapped by these milestones:



- 02/05/21 – Form 470 and RFP for E-Rate eligible services for all schools was released with proposal due date of 02/12/19. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- 03/10/21– Proposals were due.
- 03/11/21 and 03/16/21 – After reviewing proposals and receiving a Bid Evaluation Matrix tool, we met with our E-Rate consultant to formally score the Bid Evaluation Matrix using these criteria outlined in the RFP:



- For Category 1 / Internet

• Criterion	Weight
Cost of eligible products and services ¹ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ²	24%
Low Cost of <i>ineligible</i> products and services ³ during <i>initial</i> contract term	15%
Projected implementation timeline based on prior performance	15%
Contract terms and conditions ⁴	5%
Extent to which a single-provider, turnkey solution is provided ⁵	5%
Vendor qualifications ⁶	6%
Quality of proposal document(s) ⁷	5%
Total	100.00%

¹ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

² In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services.

³ Such as cost of handsets, voice features, or Early Termination Fees.

⁴ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

⁵ Turnkey means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

⁶ Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

⁷ The extent to which the proposal documents are clear, complete, consistent, accurate.



We received attached bids, recapped as follows (**bold green** text reflects recommendations):

- Internet services for Home Office, MSA-1-8, MSA-Santa Ana, MSA San Diego – 4 bids from **Charter (Spectrum Enterprise)**, AT&T, Zayo, Cytranet. Zayo pulled back their bid during the process.

Vendor proposals with total amounts are available via this Dropbox link:

<https://www.dropbox.com/sh/84cmwqdst24sscn/AABXWNlajAHyt7gy7aodyHfca?dl=0>

Budget Implications

- All the RFPed internet needs have been budgeted for all schools under technology services/telecommunication line item.

CFO Approval:

Attachments:

- MPS Released RFP and the amendments
- Bid evaluation matrix
- Winning bids from Vendors
- All bids are available at:

<https://www.dropbox.com/sh/84cmwqdst24sscn/AABXWNlajAHyt7gy7aodyHfca?dl=0>

Name of Staff Originator: Rasul Monoshev

Bid Evaluation Matrix

Magnolia Public Schools

17003590

Form 470 210004775			
Certified Date 2/3/21	Allowable Contract Date (certified +28) 3/3/21	Last Date for Questions (certified + 20) 2/23/21	Proposals Due Date (certified = 35) 3/10/21

Discount Percent for INTERNET Services
80%

Discount Percent for Category 2
80%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated (primary)				
Company (ops)	Cytranet	AT&T	Charter	Zayo
Company SPIN (ops)	143051061	143001192	143050436	143023855
E-Mail Address (ops)	cnelson@cytranet.com	mailto:herminia.simpson@att.com	Bonny.Thompson@charter.com	tyler.schroder@zayo.com
Date proposal received (ops)	2/4/21	3/10/21	3/10/21	2/8/21
CORRECT RFP Sig page signed? (ops)	NO	Yes	Yes	NO
Pricing Form returned? (ops)	NO	Yes	Yes	NO
499? (ops)	NO	Yes	Yes	Yes
DIR (ops)				
Last SPAC (ops)	2020	2020	2020	2020
Prior yr requested (ops)	\$ 97,954	\$ 91,636,185	\$ 88,901,695	\$ 30,874,063
Prior yr committed (ops)	\$ 90,057	\$ 79,146,338	\$ 79,116,797	\$ 25,688,369
Prior yr % committed (ops)	92%	86%	89%	83%
Good Bid/ Non-Responsive (primary)	Non-responsive	Good Bid	Good Bid	Non-responsive
If non-responsive, why? (primary)	No RFP sig page, no pricing form			Vendor pulled their bid from consideration
Winner/Loser (primary)	Loser	Loser	Winner	Loser
Award/regret email to vendor (ops)				

Bid Evaluation Matrix		Magnolia Public Schools						CATEGORY 1 SERVICES						CATEGORY 1 SERVICES													
210004775 1 Gbps scalable to 10 Gbps for 11 schools		© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.						Applicant can afford and needs at least 5 Gbps																			
Discount Percent for INTERNET Services		80%						SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.						(This section is automatically Calculated)													
		Bidders:						Vendors' Scores						Vendors' Ratings													
		AT&T		AT&T		Charter		Charter		Charter		Cytranet		AT&T		AT&T		Charter		Charter		Charter		Cytranet			
1-time Non-recurring Costs		ELIGIBLE 1-time		\$ 275.00		\$ 275.00		\$ 275.00		\$ 275.00		\$ 6,655.00															
1-time Non-recurring Costs		NOT eligible 1-time																									
1-time Non-recurring Costs		Total 1-time Cost		\$ -		\$ -		\$ 275.00		\$ 275.00		\$ 275.00		\$ 6,655.00													
Monthly Costs		ELIGIBLE Monthly Recurring		\$ 14,924.80		\$ 27,423.00		\$ 13,896.52		\$ 13,566.52		\$ 13,401.52		\$ 18,331.50													
Monthly Costs		NOT eligible Monthly Recurring																									
Monthly Costs		Total Monthly Recurring		\$ 14,924.80		\$ 27,423.00		\$ 13,896.52		\$ 13,566.52		\$ 13,401.52		\$ 18,331.50													
1st Year Costs		TOTAL 1st year Costs		\$ 179,097.60		\$ 329,076.00		\$ 167,033.24		\$ 163,073.24		\$ 161,093.24		\$ 226,633.00													
1st Year Costs		Total 1st year NOT eligible Costs		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -													
1st Year Costs		Total 1st year ELIGIBLE Services		\$ 179,097.60		\$ 329,076.00		\$ 167,033.24		\$ 163,073.24		\$ 161,093.24		\$ 226,633.00													
Least 1st year Cost of Eligible Services		\$		161,093.24																							
Contract Term in MONTHS		24		24		12		24		36		36															
Least CONTRACT Cost of Eligible Services		\$		167,033.24																							
TOTAL CONTRACT Eligible Cost		\$ 358,195.20		\$ 658,152.00		\$ 167,033.24		\$ 325,871.48		\$ 482,729.72		\$ 666,589.00															
Least CONTRACT Cost of Eligible Services		\$		167,033.24																							
Total contract cost must be most cost effective																											
Total contract cost must be most cost effective																											
Evaluation Criterion		Weight																									
For INTERNAL Reference ONLY		vs 1st year		4.50		2.45		4.82		4.94		5.00		3.55													
For INTERNAL Reference ONLY		vs. CONTRACT		2.33		1.27		5.00		2.56		1.73		1.25													
Cost of Eligible products and services during initial contract term		25%		2		1		3		4		5		1.00		0.50		0.25		0.75		1.00		1.25			
Comments				\$ 1.49		\$ 2.74		\$ 1.39		\$ 1.36		\$ 1.34		\$ 1.83													
Functionality/completeness/specifications of proposed solution		24%		4		3		5		5		5		5		0.96		0.72		1.20		1.20		1.20			
Comments																											
Low cost of in eligible products and services during initial contract term		15%		5		5		5		5		5		5		0.75		0.75		0.75		0.75		0.75			
Comments																											
Projected implementation timeline based on prior performance		15%		4		4		5		5		5		4		0.60		0.60		0.75		0.75		0.60			
Comments																											
Vendor qualifications		6%		5		5		5		5		5		4		0.30		0.30		0.30		0.30		0.24			
Prior Yr Funding Requested		select from vendor list tab		\$ 91,636,184.76		\$ 91,636,184.76		\$ 88,901,695.22		\$ 88,901,695.22		\$ 88,901,695.22		\$ 97,953.81													
Comments																											
Contract terms and conditions		5%		4		4		5		5		5		4		0.20		0.20		0.25		0.25		0.20			
Comments																											
Extent to which a single-provider, turnkey solution is provided		5%		4		4		5		5		5		5		0.20		0.20		0.25		0.25		0.25			
Comments																											
Quality of proposal documentation		5%		4		4		5		5		5		3		0.20		0.20		0.25		0.25		0.15			
Comments				No service for 11330 W. Graham Pl.		No service for 11330 W. Graham Pl.								No RFP signature page or pricing form													
Total		100%														3.71		3.22		4.50		4.75		5.00			
Comments																											
Robustness: (1st rank rating - 2nd rank rating) / 1st rank rating		5.0%		4		6		3		2		1		5		4		6		3		2		1			
Final Rankings (1,2,3)				4		6		3		2		1		5		4		6		3		2		1			
Final Rankings (1,2,3)				4		6		3		2		1		5		4		6		3		2		1			

Bid Evaluation Matrix		Magnolia Public Schools					CATEGORY 1 SERVICES				
210004775 1 Gbps scalable to 10 Gbps for 11 schools		© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.					© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.				
		Applicant can afford and needs at least 5 Gbps									
Discount Percent for INTERNET Services		80%					(This section is automatically Calculated)				
		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below									
		Bidders:					Vendors' Ratings				
		Vendors' Scores					Vendors' Ratings				
		AT&T					AT&T				
		Charter					Charter				
		Charter					Charter				
		Charter					Charter				
		No Bid Cytranet					Cytranet				
1-time Non-recurring Costs		ELIGIBLE 1-time									
1-time Non-recurring Costs		NOT eligible 1-time									
1-time Non-recurring Costs		Total 1-time Cost									
Monthly Costs		ELIGIBLE Monthly Recurring									
Monthly Costs		NOT eligible Monthly Recurring									
Monthly Costs		Total Monthly Recurring									
1st Year Costs		TOTAL 1st year Costs									
1st Year Costs		Total 1st year NOT eligible Costs									
1st Year Costs		Total 1st year ELIGIBLE Services									
Least 1st year Cost of Eligible Services		\$ 335,606.48					1st year cost must be most cost effective				
Contract Term in MONTHS		24									
TOTAL CONTRACT Eligible Cost		\$ 744,120.96									
Least CONTRACT Cost of Eligible Services		\$ 350,918.48					Total contract cost must be most cost effective				
Evaluation Criterion		Weight									
For INTERNAL Reference ONLY vs 1st year		4.51									
For INTERNAL Reference ONLY vs. CONTRACT		2.36									
Cost of Eligible products and services during initial contract term		25%					0.50 0.75 1.00 1.25 0.00				
Comments		\$ 3.10 \$ 2.92 \$ 2.84 \$ 2.79									
Functionality/completeness/specifications of proposed solution		24%					0.96 1.20 1.20 1.20 0.00				
Comments		No service for 11330 W. Graham Pl.									
Low cost of in eligible products and services during initial contract term		15%					0.75 0.75 0.75 0.75 0.00				
Comments											
Projected implementation timeline based on prior performance		15%					0.60 0.75 0.75 0.75 0.00				
Comments		Prior request for proposal included large special construction costs. Not included in this years proposal.									
Vendor qualifications		6%					0.30 0.24 0.24 0.24 0.00				
Prior Yr Funding Requested		select from vendor list tab									
Comments											
Contract terms and conditions		5%					0.20 0.25 0.25 0.25 0.00				
Comments											
Extent to which a single-provider, turnkey solution is provided		5%					0.20 0.25 0.25 0.25 0.00				
Comments											
Quality of proposal documentation		5%					0.20 0.25 0.25 0.25 0.00				
Comments							No RFP signature page or pricing form				
Total		100%					3.71 4.44 4.69 4.94 0.00				
Comments											
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating		5.1%					Final Rankings (1,2,3) 4 3 2 1 5 Final Rankings (1,2,3) 4 3 2 1 5				

Bid Evaluation Matrix		Magnolia Public Schools					CATEGORY 1 SERVICES					
210004775 1 Gbps scalable to 10 Gbps for 11 schools		© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.					CATEGORY 1 SERVICES					
Discount Percent for INTERNET Services		80%					Bidders:					
		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below					(This section is automatically Calculated)					
		Vendors' Scores					Vendors' Ratings					
		AT&T	Charter	Charter	Charter	Cytranet	AT&T	Charter	Charter	Charter	Cytranet	
1-time Non-recurring Costs	ELIGIBLE 1-time		\$ 275.00	\$ 275.00	\$ 275.00	\$ 15,125.00						
1-time Non-recurring Costs	NOT eligible 1-time											
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ 275.00	\$ 275.00	\$ 275.00	\$ 15,125.00						
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 39,108.30	\$ 34,339.69	\$ 35,076.69	\$ 28,839.69	\$ 37,643.10						
Monthly Costs	NOT eligible Monthly Recurring											
Monthly Costs	Total Monthly Recurring	\$ 39,108.30	\$ 34,339.69	\$ 35,076.69	\$ 28,839.69	\$ 37,643.10						
1st Year Costs	TOTAL 1st year Costs	\$ 469,299.60	\$ 412,351.28	\$ 421,195.28	\$ 346,351.28	\$ 466,842.20						
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -	\$ -						
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 469,299.60	\$ 412,351.28	\$ 421,195.28	\$ 346,351.28	\$ 466,842.20						
Least 1st year Cost of Eligible Services		\$ 346,351.28					1st year cost must be most cost effective					
Contract Term in MONTHS		24	12	24	36	36						
TOTAL CONTRACT Eligible Cost		\$ 938,599.20	\$ 412,351.28	\$ 842,115.56	\$ 1,038,503.84	\$ 1,370,276.60						
Least CONTRACT Cost of Eligible Services		\$ 412,351.28					Total contract cost must be most cost effective					
Evaluation Criterion		Weight										
For INTERNAL Reference ONLY		vs. 1st year					3.69					
For INTERNAL Reference ONLY		vs. CONTRACT					2.20					
Cost of Eligible products and services during initial contract term		25%	1	3	4	5	2	0.25	0.75	1.00	1.25	0.50
Comments			\$ 3.91	\$ 3.43	\$ 3.51	\$ 2.88	\$ 3.76					
Functionality/completeness/specifications of proposed solution		24%	4	5	5	5	5	0.96	1.20	1.20	1.20	1.20
Comments			No service for 11330 W. Graham Pl.									
Low cost of in eligible products and services during initial contract term		15%	5	5	5	5	5	0.75	0.75	0.75	0.75	0.75
Comments												
Projected implementation timeline based on prior performance		15%	4	5	5	5	4	0.60	0.75	0.75	0.75	0.60
Comments			Prior request for proposal included large special construction costs. Not included in this years proposal.				No Prior experience with this vendor.					
Vendor qualifications		6%	5	4	4	4	2	0.30	0.24	0.24	0.24	0.12
Prior Yr Funding Requested		select from vendor list tab	\$ 91,636,184.76	\$ 88,901,695.22	\$ 88,901,695.22	\$ 88,901,695.22	\$ 97,953.81					
Comments												
Contract terms and conditions		5%	4	5	5	5	4	0.20	0.25	0.25	0.25	0.20
Comments												
Extent to which a single-provider, turnkey solution is provided		5%	4	5	5	5	4	0.20	0.25	0.25	0.25	0.20
Comments												
Quality of proposal documentation		5%	4	5	5	5	3	0.20	0.25	0.25	0.25	0.15
Comments							No RFP signature page or pricing form					
Total		100%						3.46	4.44	4.69	4.94	3.72
Comments			Final Rankings (1,2,3)					Final Rankings (1,2,3)				
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating		5.1%	5	3	2	1	4	5	3	2	1	4

Bid Evaluation Matrix		Magnolia Public Schools					CATEGORY 1 SERVICES					
210004775 1 Gbps scalable to 10 Gbps for 11 schools		© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.					CATEGORY 1 SERVICES					
Discount Percent for INTERNET Services		80%					Bidders:					
		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below					(This section is automatically Calculated)					
		Vendors' Scores					Vendors' Ratings					
		AT&T	Charter	Charter	Charter	Cytranet	AT&T	Charter	Charter	Charter	Cytranet	
1-time Non-recurring Costs	ELIGIBLE 1-time		\$ 275.00	\$ 275.00	\$ 275.00	\$ 15,125.00						
1-time Non-recurring Costs	NOT eligible 1-time											
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ 275.00	\$ 275.00	\$ 275.00	\$ 15,125.00						
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 57,987.60	\$ 58,163.49	\$ 57,613.49	\$ 56,953.49	\$ 52,671.30						
Monthly Costs	NOT eligible Monthly Recurring											
Monthly Costs	Total Monthly Recurring	\$ 57,987.60	\$ 58,163.49	\$ 57,613.49	\$ 56,953.49	\$ 52,671.30						
1st Year Costs	TOTAL 1st year Costs	\$ 695,851.20	\$ 698,236.88	\$ 691,636.88	\$ 683,716.88	\$ 647,180.60						
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -	\$ -						
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 695,851.20	\$ 698,236.88	\$ 691,636.88	\$ 683,716.88	\$ 647,180.60						
Least 1st year Cost of Eligible Services		\$ 647,180.60								1st year cost must be most cost effective		
Contract Term in MONTHS		24	12	24	36	36						
TOTAL CONTRACT Eligible Cost		\$ 1,391,702.40	\$ 698,236.88	\$ 1,382,998.76	\$ 2,050,600.64	\$ 1,911,291.80						
Least CONTRACT Cost of Eligible Services		\$ 698,236.88								Total contract cost must be most cost effective		
Evaluation Criterion		Weight										
For INTERNAL Reference ONLY		vs 1st year										
For INTERNAL Reference ONLY		vs. CONTRACT										
Cost of Eligible products and services during initial contract term	25%	2	1	3	4	5	0.50	0.25	0.75	1.00	1.25	
Comments		\$ 5.80	\$ 5.82	\$ 5.76	\$ 5.70	\$ 5.27						
Functionality/completeness/specifications of proposed solution	24%	4	5	5	5	5	0.96	1.20	1.20	1.20	1.20	
Comments		No service for 11330 W. Graham Pl.										
Low cost of in eligible products and services during initial contract term	15%	5	5	5	5	5	0.75	0.75	0.75	0.75	0.75	
Comments												
Projected implementation timeline based on prior performance	15%	4	5	5	5	3	0.60	0.75	0.75	0.75	0.45	
Comments		Prior request for proposal included large special construction costs. Not included in this years proposal.					No Prior experience with this vendor.					
Vendor qualifications	6%	5	4	4	4	2	0.30	0.24	0.24	0.24	0.12	
Prior Yr Funding Requested	select from vendor list tab	\$ 91,636,184.76	\$ 88,901,695.22	\$ 88,901,695.22	\$ 88,901,695.22	\$ 97,953.81						
Comments												
Contract terms and conditions	5%	4	5	5	5	4	0.20	0.25	0.25	0.25	0.20	
Comments												
Extent to which a single-provider, turnkey solution is provided	5%	4	5	5	5	4	0.20	0.25	0.25	0.25	0.20	
Comments												
Quality of proposal documentation	5%	4	5	5	5	3	0.20	0.25	0.25	0.25	0.15	
Comments							No RFP signature page or pricing form					
Total	100%						3.71	3.94	4.44	4.69	4.32	
Comments												
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	5.3%	Final Rankings (1,2,3)					Final Rankings (1,2,3)					
		5	4	2	1	3	5	4	2	1	3	

10 Gbps DIA for MSA-8 MPS: Bell, MSA-SD, MSA-Santa Ana
 \$ 250.00 NRC

1 For MSA-SD only

MRC	MSA-8 Bell	\$	4,800.00
MRC	MSA-SD	\$	3,675.00
MRC	MSA-1	\$	4,800.00
MRC	MSA-Santa Ana	\$	4,800.00
		\$	18,075.00

5 Gbps Direct Internet for 7 Schools
 \$ 275.00 NRC

1 for

MRC	17125 Vitry Blvd	\$	2,300.00
MRC	1254 E. Helmick St	\$	2,300.00
MRC	11330 West Graham Pl	\$	2,300.00
MRC	18230 Kittridge St	\$	2,300.00
MRC	3754 Dunn Dr	\$	2,300.00
MRC	18355 Roscoe Blvd	\$	2,300.00
MRC	250 E. 1st St, Suite 150	\$	2,300.00
		\$	16,100.00

NRC total \$ 525.00

MRC total \$ 34,175.00

12

Annual	\$	525.00	\$ 410,100.00	\$ 410,625.00
applicant cos		10%		\$ 41,062.50

E-Rate Award

**For E-Rate Eligible Products and Services
Funding Year 2021: 7/1/2021 – 6/30/2022**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	210004775

Award to	Charter Communications		
SPIN	143050436		
Service	Internet		
Agreement	Contract		
Contract terms	Initial Term: 36 Months	Renewal units: NA	Renewal Qty: None
	Max Possible Term: 36 Months	SMC: No	# Bids: 4 submitted

Per attached proposal page, Applicant awards E-Rate service to this vendor.

Name	
Title	
Signature	
Contract Award Date	

E-Rate Award



SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum:

A: LOCATION ADDRESS	Products	Speed	Term	QTY	MRC Each	OTC Each
250 E 1st Street #1500, Los Angeles, CA	FIA	1G	CO-TERM	1	\$1,150.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	5G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	10G	CO-TERM	1	\$4,900.00	\$0.00
	FIA	1G	24	1	\$850.00	\$0.00
	FIA	2G	24	1	\$2,450.00	\$0.00
	FIA	5G	24	1	\$4,190.00	\$0.00
	FIA	10G	24	1	\$5,000.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,300.00	\$0.00
	FIA	5G	36	1	\$2,300.00	\$0.00
	FIA	10G	36	1	\$4,800.00	\$0.00
	Static iP	13	CO-TERM	1	\$0.00	\$0.00
	Static iP	13	24	1	\$0.00	\$0.00
Static iP	13	36	1	\$0.00	\$0.00	
11330 Graham Pl, Los Angeles, CA	FIA	1G	CO-TERM	1	\$1,150.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	5G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	10G	CO-TERM	1	\$4,900.00	\$0.00
	Static IP	5	CO-TERM	1	\$35.00	\$0.00
1254 E Helmick St, Carson CA	FIA	1G	CO-TERM	1	\$1,150.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	5G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	10G	CO-TERM	1	\$4,800.00	\$0.00
	Static IP	5	CO-TERM	1	\$0.00	\$0.00
6411 Orchard Ave, Bell CA	FIA	1G	12	1	\$850.00	\$0.00
	FIA	2G	12	1	\$2,880.00	\$0.00
	FIA	5G	12	1	\$4,800.00	\$0.00
	FIA	10G	12	1	\$5,300.00	\$0.00

8

E-Rate Award



	FIA	1G	24	1	\$850.00	\$0.00
	FIA	2G	24	1	\$2,450.00	\$0.00
	FIA	5G	24	1	\$4,190.00	\$0.00
	FIA	10G	24	1	\$5,000.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,300.00	\$0.00
	FIA	5G	36	1	\$2,300.00	\$0.00
	FIA	10G	36	1	\$4,800.00	\$0.00
	Static iP	5	12	1	\$0.00	\$0.00
	Static iP	5	24	1	\$0.00	\$0.00
	Static iP	5	36	1	\$0.00	\$0.00
1838 Sherman Way, Reseda, CA	FIA	1G	12	1	\$850.00	\$0.00
	FIA	2G	12	1	\$2,880.00	\$0.00
	FIA	5G	12	1	\$4,800.00	\$0.00
	FIA	10G	12	1	\$5,300.00	\$0.00
	FIA	1G	24	1	\$850.00	\$0.00
	FIA	2G	24	1	\$2,450.00	\$0.00
	FIA	5G	24	1	\$4,190.00	\$0.00
	FIA	10G	24	1	\$5,000.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,300.00	\$0.00
	FIA	5G	36	1	\$2,300.00	\$0.00
	FIA	10G	36	1	\$4,800.00	\$0.00
	Static iP	5	12	1	\$0.00	\$0.00
	Static iP	5	24	1	\$0.00	\$0.00
	Static iP	5	36	1	\$0.00	\$0.00
17125 Victory Blvd, Van Nuys, CA	FIA	1G	Co-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	C-Term	1	\$35.00	\$0.00
18230 Kittridge St, Reseda, CA	FIA	1G	CO-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	Co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	Co-term	1	\$35.00	\$0.00
3754 Dunn Drive, Los Angeles, CA	FIA	1G	Co-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	Co-Term	1	\$35.00	\$0.00

9

E-Rate Award



18355 Roscoe Blvd, Northridge, CA	FIA	1G	CO-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	Co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	CO-Term	1	\$35.00	\$0.00
2840 W 1st Street, Santa Ana, CA	FIA	1G	Co-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-term	1	\$2,300.00	\$0.00
	FIA	5G	Co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	Co-Term	1	\$35.00	\$0.00
6525 Estrella Ave, San Diego, CA	FIA	2G	36	1	\$2,403.90	\$250.00
	FIA	1G	36	1	\$1,733.20	\$250.00
	FIA	5G	36	1	\$3,217.90	\$250.00
	FIA	10G	36	1	\$3,675.90	\$250.00
	Static IP	5	36	1	\$0.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

Due to the limitations set in Magnolia Public School's pricing website, Spectrum is not able to place our Cotermious pricing inside the boxes provided. Please review Spectrum's Service Proposal in the RFP response for pricing, Initial Order Term, Service Location(s), and service offering.



Magnolia Public Schools
 FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	210004775 (Nickname: mps_y24_470_c1)

For the Vendor:

Notwithstanding any pre-printed statements on this Signature Page, Spectrum's proposal alone shall not be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Please refer to the Terms of Offer section of Spectrum's proposal.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	210004775 (Nickname: mps_y24_470_c1)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor's submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Further, Vendor hereby states that its submitted proposal and/or email documents are neither "Proprietary" nor "Confidential," and that any reference to "Proprietary" or "Confidential" on any document or communication is waived.



Signature

Irwin Whistler

Charter Communications Operating, LLC

Printed Name and Title

Vendor Name

03/10/2021

143050436

Date

SPIN

Pricing Form Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. 1
B.1 Category 1, Direct Internet Access.

(for clarity, please provide name of section as well)

For the Applicant:

If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Either party may require additional documents. If acceptable to Applicant, Applicant may also sign Vendor's additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Applicant Signature	mm/dd/yy
Signature	Date
Applicant Name	Title
Printed Name	Title
Magnolia Public Schools	17003590
Applicant Name	BEN



From: Colin Coburn ccoburn@learningtech.org
Subject: [erate.mps] FY2021 Form 470 and RFP documents posted
Date: February 5, 2021 at 8:42 AM
To: erate.mps erate.mps@learningtech.org

All,

Attached are the certified Form 470 and associated RFP documents recently posted for E-Rate funding year 2021-2022. This Form 470 initiates your organization's FY2021 competitive bidding process for these products/services.

Please review all documents carefully, one last time, comparing against the E-Rate FY2021 Planning Recap, which you approved previously. We can post amendments for minor corrections, if needed. Shortly, we will post an amendment to clarify the deadlines for submission of questions and proposals, and walk through/conference call details, if appropriate.

Please retain these documents for your records; remember that you must keep all documentation for 10 years from the last date of service for every service funded by E-Rate.

NEXT STEPS:

1. Vendor Interactions:

- Learningtech.org will manage vendor inquiries about the Form 470 & RFP and connect with you if there are questions that only you can answer
- Except for scheduled walk through or conference call, please do NOT engage with vendors from this point forward - no separate meetings, lunches, conversations, etc. All vendors must be treated exactly the same way during this period. If anyone emails you directly, please just forward it on to the normal distribution list

2. Bid Evaluation Matrix:

- As we approach the Proposal Due Date, we will prepare a Bid Evaluation Matrix using the Evaluation Criteria from Section D of the RFP
- Unless sealed bids are required, you should read proposals as they arrive so that any questions you may have can be addressed right away, rather than waiting until the last minute
- You will need to score the matrix shortly after the Proposal Due Date of **03/10/2021**, so please allocate time on your calendar for that task. Learningtech.org will assist you with this step, though you must make the scoring decisions

3. Board Approval:

- If your vendor selections require Board approval, be sure to schedule time on the agenda for the Board meeting held after the proposal due date and before 3/8/21
- If there is not a regularly scheduled Board meeting that fits this timeframe, and you need Board approval, start now to get a special Board meeting scheduled

4. Form(s) 471

- After completing the competitive bidding process, including scoring the Bid Evaluation

After completing the competitive bidding process, including scoring the Bid Evaluation Matrix and signing contracts, we will prepare the Form(s) 471 - the main E-Rate application form - for all services sought for FY2021. There may be more than one application form

• We will ask you to review and sign your approval on the draft Form 471 before we submit and certify the form

Remember, all E-Rate application tasks for the 2021 funding year (dates of service 7/1/21 – 6/30/22) must be completed by the 3/25/21 close of the FY2021 application window; sooner is always better!

Cheers,
Colin

Colin Coburn
650-598-0105 x232
ccoburn@learningtech.org

[2020 Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!

--

To unsubscribe from this group and stop receiving emails from it, send an email to erate.mps+unsubscribe@learningtech.org.



mps_y24_470_c
1_2100...03.pdf



mps_y24_rfp_c
1_spec...nal.pdf



y24_rfp_general
_info_2...23.pdf



FCC Form 470 – Funding Year 2021

Form 470 Application Number: 210004775

mps_y24_470_c1

Billed Entity

Magnolia Public Schools
250 E 1st Street STE1500
Los Angeles, CA 90012
Los Angeles
213-628-3634
erate.mps@learningtech.org

Contact Information

Tom Wilkerson
twilkers@learningtech.org
650-598-0105 ext.210

Billed Entity Number: 17003590

FCC Registration Number: 0025215294

Application Type

Applicant Type: School District

Recipients of Services: Charter School; Charter School District;
Public School; Public School District

Number of Eligible Entities: 11

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
The Miller Institute for Learning With Technology (dba Learningtech.org)	16043681	650-598-0105 ext.252	erate@learningtech.org

Consultants

Name	Phone Number	Email
Eileen Miller	650-598-0105 ext.252	emiller@learningtech.org
Kimberly Oesterreich	650-598-0105 ext.213	koesterr@learningtech.org
Teirra Howe	650-598-0105 ext.224	thowe@learningtech.org
Tom Wilkerson	650-598-0105 ext.210	twilkers@learningtech.org

RFPs

Id	Name
112424	y24_rfp_general_info_20201123
112425	mps_y24_rfp_c1_specific_info_20210203_final

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Internet Access and Transport Bundled (Non-Fiber)		1 Gbps	10 Gbps	11	11	Circuits	Yes	112424, 112425
Data Transmission and/or Internet Access	Leased Lit Fiber (with or without Internet Access)		1 Gbps	10 Gbps	11	11	Circuits	Yes	112424, 112425
Data Transmission and/or Internet Access	Internet Access: ISP Service Only (No Transport Circuit Included)		1 Gbps	10 Gbps	11			Yes	112424, 112425

Description of Other Functions

Id	Name
-----------	-------------

Narrative

See RFP for details. The applicant selects SPI; a pricing form is required.

Installment Payment Plan

Range of Years: 1 - 4 Years

Payment Type: Monthly

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
---------------------	-----------------	---------------------	---------------------------------------	-----------------	-----------------	-------------	--	------------------------

Description of Other Manufacturers

Id	Name
-----------	-------------

Narrative**Technical Contact**

Tom Wilkerson

Consultant

650-598-0105 ext.210

erate.mps@learningtech.org

State and Local Procurement Restrictions

See RFP for procurement requirements

Billed Entities

Billed Entity Number	Billed Entity Name
17003590	Magnolia Public Schools

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS

tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Tom Wilkerson
The Miller Institute for Learning With Technology (dba Learningtech.org)
751 Laurel St #411, The Miller Institute for Learning With Technology
San Carlos, CA 94070
San Mateo
650-598-0105 ext.210
twilkers@learningtech.org

Certified Timestamp

02/03/2021 07:00 PM EST

Magnolia Public Schools
 FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2021: 7/1/2021 – 6/30/2022



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	210004775 (Nickname: mps_y24_470_c1)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
 the deadline for submission of **QUESTIONS** is **5pm PST,**
20 calendar days from the Certified Date
 shown on the associated Form 470.

*Submit **PROPOSALS**, including Signature Page, by email¹ to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Pricing Form must be submitted separately using online form

Unless indicated elsewhere (e.g., by amendment to this RFP),
 the deadline for submission of **PROPOSALS** is **5pm PST,**
35 calendar days from the Certified Date
 shown on the associated Form 470.

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

The entity filing an FCC Form 470 can issue a Request For Proposal [RFP] in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. *However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.*

A formal response to each paragraph of this RFP is neither required nor desired.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant’s current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

A *RESPONSIVE* proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:

- 1. Vendor's proposal, including pricing (*in addition to the required Pricing Form*)**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
 - a. Succinct recap (single page, no more than 2 paragraphs) in non-technical terms, of what the proposal provides to the Applicant**
 - b. Clear statement regarding to which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
 - c. The price, subtotaling E-Rate eligible items separately from items *not* eligible for E-Rate support**
 - d. The contract term, explicitly clarifying the start date of the contract as:**
 - Contract signature date, or**
 - Service activation date, or**
 - 7/1 of the E-Rate funding year, or**
 - Other**
 - e. Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**
 - f. Succinct list of any exceptions to any requirements of this RFP**
 - g. Proposals must include certification that no products or components from any "covered company" designated by the FCC are included in the proposal**
- 3. Fully executed, unaltered, RFP Signature Page, signed by Vendor's authorized representative**
- 4. For Category 2 proposals, signed "Additional Category 2 Provisions" pages**
- 5. Online Pricing Form(s)²**
- 6. Timely submission**

Vendors submitting proposals can expect:

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- E-Rate rules do not require Applicant to share other vendors' proposals, unless required by state or local laws or regulations
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation
- RFP amendment clarifying proposal due date
- Vendor Questions RFP amendment following the last date to ask questions

² Sample screens of the Online Pricing Form are attached to the Form 470 associated with this RFP.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a “charter district.”

Network Topology

Each MPS site has its own Direct Internet access:

- These sites have 1 Gbps from Spectrum
 - MSA Santa Ana
 - MSA-1 Reseda
 - MSA-2 Valley
 - MSA-3 Carson
 - MSA-4 Venice
 - Central Office
 - MSA-5 Los Lobos
 - MSA-6 Palms
 - MSA-7 Elementary
- MSA-SD has 1 Gbps from Cox
- MSA-8 Bell has 1 Gbps from TPX

Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment
1	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	NIF
2	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	626
3	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	465
4	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	418
5	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	100
6	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	281
7	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	134
8	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	292
9	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	443
10	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	546
11	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	482

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

B. PRODUCTS AND SERVICES SOUGHT

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/>.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

B.1 Category 1, Direct Internet Access

Posted in Form 470 under these functions:

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

Due to current service contract terms, Applicant seeks BOTH month-to-month service to address short-term needs until new contracted service can be implemented AND contracted service.

Requirements:

Preferred Contract Term	Recipient of Service	BEN	Address of Service	Provide Pricing for
Month-to-month Service				
Month-to-month	MSA-SD	16056862	6525 Estrella Avenue San Diego, CA 92120	1 Gbps
Contracted Service				
12 Months	MSA-SD	16056862	6525 Estrella Avenue San Diego, CA 92120	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Reseda	234483	18238 Sherman Way Reseda, CA 91335	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Carson	16056858	1254 East Helmick Street Carson, CA 90746	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

Preferred Contract Term	Recipient of Service	BEN	Address of Service	Provide Pricing for
Contracted Service				
12 Months	MSA-Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Northridge	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
12 Months	MSA-CO	17003776	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps
24 Months	MSA-Bell	17016161	6411 Orchard Avenue Bell, CA 90201	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps 10 Gbps

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment
- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)
- Symmetrical bandwidth = Yes
- Uptime reliability = at least 99.9%, prefer 99.99%
- For a smooth installation of service, Vendors should clearly specify what is being proposed for:
 - **Handoff at demarcation:** Based on bandwidth, Applicant can accept either:
 - Copper Ethernet
 - Multimode fiber (optical) 50 micron
 - **Customer Premise Equipment [CPE]:** Applicant *prefers* to use:
 - Own router
 - **Public IP addresses:** Applicant *prefers*:

Site Name	# of useable IP Addresses
MSA-San Diego	5
MSA-Reseda	5
MSA-Valley	5
MSA-Carson	5
MSA-Venice	5
MSA-Los Lobos	5
MSA-Palms	5
MSA-Northridge	5
MSA-Santa Ana	5
MSA-CO	5
MSA-Bell	5
 - **Firewall compatibility:** Applicant’s existing Palo Alto/3200 with throughput capacity of 10 Gbps will be upgraded if needed
- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

- Pricing Form: The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**

<https://fs28.formsite.com/kQm1gu/form2/index.html>

- Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please submit separate Pricing Forms per site
- Contract preference: To coincide with E-Rate funding year closure, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated otherwise, the preferred contract term is:
 - Initial term of *approximately* one to two (1 to 2) years, ending on 6/30
 - 1-year optional renewal after initial term
- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of, 7/1/21, with preference of up to 30 days prior to allow for testing.³ Please include commitment to activate on, or very near to, this date in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation §54.514 **Payment for discounted service**

³ Applicant understands that overlapping service is “redundant” and not eligible for E-Rate discounts.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (☑) apply.

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.⁴

- A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.⁵

Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

⁴ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

⁵ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any emails or documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

Magnolia Public Schools
FY2021 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services ⁶ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁷	24%
Low cost of <i>ineligible</i> products and services ⁸ during <i>initial</i> contract term	15%
Projected implementation timeline based on prior performance ⁹	15%
Vendor qualifications ¹⁰	6%
Contract terms and conditions ¹¹	5%
Extent to which a single-provider, turnkey solution is provided ¹²	5%
Quality of proposal document(s) ¹³	5%
Total	100.00%

E. OTHER SPECIFICS

No additional specifications are available.

⁶ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁷ In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handoff) and services. Solutions that emphasize student data security are strongly preferred.

⁸ Such as Early Termination Fees.

⁹ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

¹⁰ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

¹¹ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing will generally be scored higher. Option for renewal terms is a plus. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

¹² *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.

¹³ The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

Magnolia Public Schools
 FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	210004775 (Nickname: mps_y24_470_c1)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Further, Vendor hereby states that its submitted proposal and/or email documents are neither “Proprietary” nor “Confidential,” and that any reference to “Proprietary” or “Confidential” on any document or communication is waived.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

Pricing Form Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. ___

_____.
 (for clarity, please provide name of section as well)

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Either party may require additional documents. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Applicant Signature	mm/dd/yy
Signature	Date
Applicant Name	Title
Printed Name	Title
Magnolia Public Schools	17003590
Applicant Name	BEN

FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2021: 7/1/2021 – 6/30/2022

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

The entity filing an FCC Form 470 can issue a Request For Proposal [RFP] in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. *However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.*

A formal response to each paragraph of this RFP is neither required nor desired.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant’s current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria

FY2021 E-Rate Request for Proposals

- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

FY2021 E-Rate Request for Proposals

GENERAL INFORMATION, TERMS AND CONDITIONS**E-Rate Program Background**

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled
 - Transport Only - No ISP Service
 - Internet Access: ISP Service Only
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Other
- Category 2:
 - Internal Connections
 - Managed Internal Broadband Services
 - Basic Maintenance of Internal Connections
 - Other

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl/, or call the SLD Help Line at 888-203-8100.

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to

FY2021 E-Rate Request for Proposals

spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to support SLD Standard Form 471 entry, with minimal need for Applicant modification.

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**¹

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2021 (July 1, 2021 – June 30, 2022), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally or

¹ In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

² Please reference E-Rate Eligible Services List <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>.

FY2021 E-Rate Request for Proposals

partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should *not* be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
 - Names of Principals and Type of Organization
 - Contact Information
 - Years in Business
- Experience: K-12 references for 3 similar projects in the last 5 years
- E-Rate track record:
 - Green light status
 - Valid SPIN, or evidence of application for SPIN
 - FCC Registration Number
 - 499 Filer status
 - SPAC filing history
 - Routinely successful SLD funding approvals
- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications
- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership
- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) must register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

FY2021 E-Rate Request for Proposals

1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules)
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment

For *example*:

- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

2. TERMS AND CONDITIONS**2.1 Submission Deadline & Delivery Address**

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2021 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Submission of the provided RFP Signature Page is required. Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

FY2021 E-Rate Request for Proposals

Submission of the Pricing Form is required. Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless both parties initial each correction. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP.* **Questions**

FY2021 E-Rate Request for Proposals

submitted after the question deadline will be ignored. Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

PLEASE NOTE: USAC'S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant's Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.

2.5 Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

2.6 Implementation, Acceptance, Financing and Payment

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.³

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to:

- Start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts
- Wait until dates allowed by E-Rate program rules preceding the funding year, or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts
- Wait for FC DL, after July 1, for the strongest assurance of discounts

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

³ See USAC/SLD "Advance Installation" (<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>).

FY2021 E-Rate Request for Proposals

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

2.7 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.⁴ Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board⁵ [FOB] the Applicant

⁴ Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

⁵ "Free On Board" is the point at which a seller is no longer responsible for shipping cost.

FY2021 E-Rate Request for Proposals

address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<https://leginfo.legislature.ca.gov/>)
- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)

FY2021 E-Rate Request for Proposals

- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at:
https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects⁶
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.*** Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁷ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal

⁶ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://cadir.secure.force.com/ContractorSearch>.

⁷ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

FY2021 E-Rate Request for Proposals

process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State procurement regulations, and the E-Rate program rules.
- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
 - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
 - (e) Optionally proceed with 'same functionality' products as needed (service substitution)

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant
- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services

In general, Applicant prefers "discount" invoicing method and Service Provider Invoicing [SPI]. Unless specifically negotiated with vendor, SPI is the applicant's choice.

FY2021 E-Rate Request for Proposals

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A's and Vendor B's bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate “apples to apples” comparison of proposals.** Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications *as appropriate to the products and services offered*. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program
- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number
- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

FY2021 E-Rate Request for Proposals

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)
- Vendor must maintain a Drug Free Workplace
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information

2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and

FY2021 E-Rate Request for Proposals

local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase “compatible with” or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

2.17 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents.

2.18 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents.

2.19 Additional Requirements**2.19.1. INSURANCE**

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys’ fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act

FY2021 E-Rate Request for Proposals

- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.
- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.
- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.
- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.
- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.
- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

FY2021 E-Rate Request for Proposals

2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed “Item 21 Attachment,” or current equivalent, in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

FY2021 E-Rate Request for Proposals

Appendix: Example Detail of Taxes⁸

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California service taxes and fees include (see <https://www.cpuc.ca.gov/surcharges/>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

⁸ This is an example; vendors should provide similar details for Applicant local and state areas.

Spectrum Enterprise

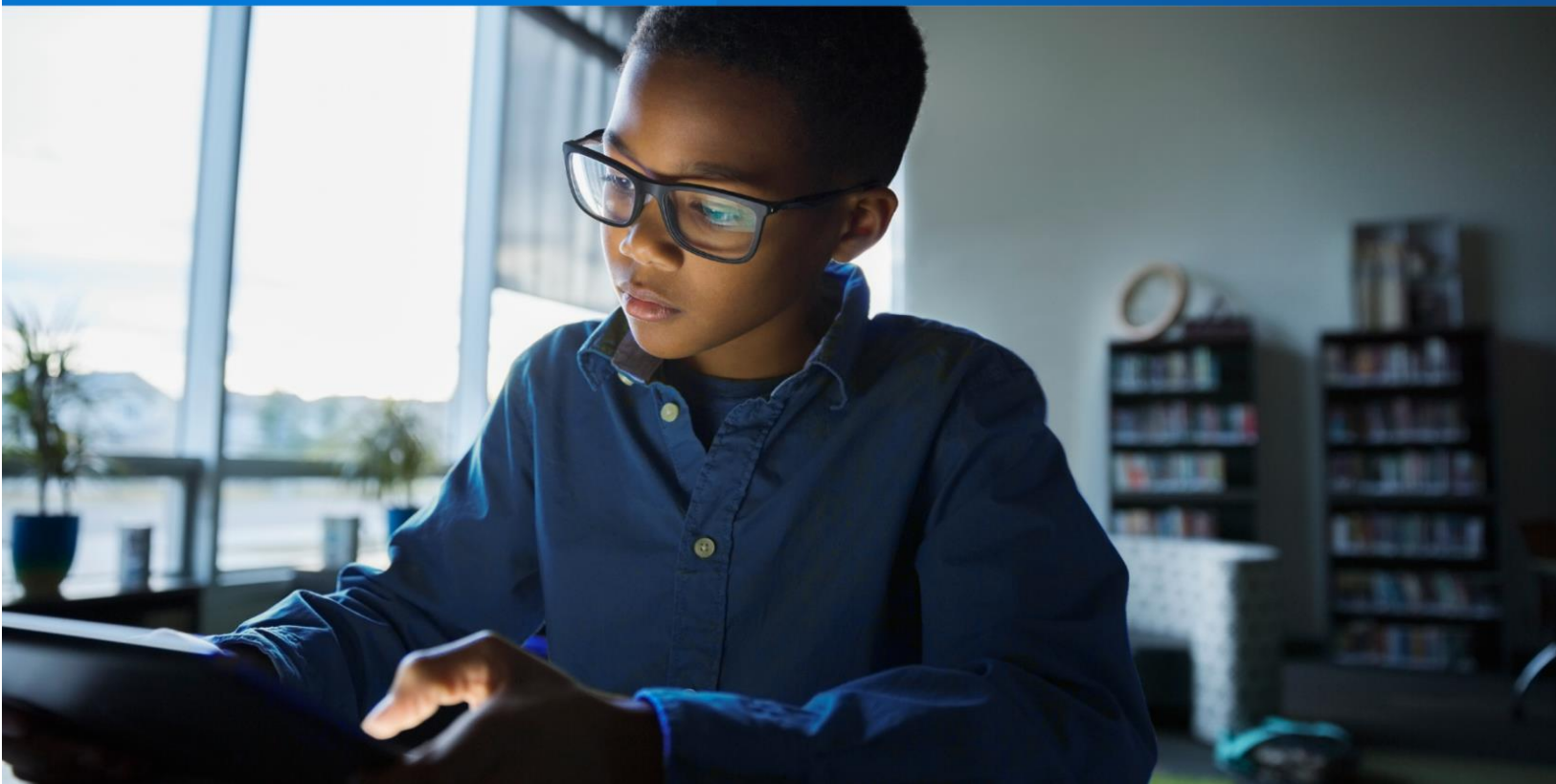
Proposal for Magnolia Public Schools

Form 470 Number: 210004775

Submission Date: 3/10/2021

Presented To:
Tom Wilkerson
Consultant
751 Laurel St #411
San Carlos, CA 94070
erate.mps@learningtech.org

Presented By:
Bonny Thompson
SAM - Strategic Account Manager
17777 Center Court Dr Suite 800
Cerritos, CA 90703
(562) 677-0472 (Work)
bonny.thompson@charter.com



Charter Communications Operating, LLC SPIN: 143050436





Wednesday, March 10, 2021

Tom Wilkerson
Consultant
Magnolia Public Schools
751 Laurel St #411
San Carlos, CA 94070
erate.mps@learningtech.org

Dear Mr. Wilkerson:

Spectrum Enterprise¹ is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Internet that will enable Magnolia Public Schools to meet its technology needs.

Spectrum provides advanced broadband services nationally to more than 16,000 schools and libraries representing over 2,500 school districts. Affordable broadband access is delivered to over eight million students enabling digital teaching and learning within the classroom.

Partnering with Spectrum provides our customers with the foundation to create new opportunities, drive innovation, and deliver exceptional experiences, while delivering industry-leading client services and support.

Thank you for the opportunity to submit this response to your RFP. We are available to discuss our submission in further detail at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Irwin Whistler III". The signature is written in a cursive style and is underlined with a blue line.

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.



TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools or otherwise be sufficient to create a binding contract between Magnolia Public Schools and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Magnolia Public Schools based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.



TABLE OF CONTENTS

Terms Of Offer	3
Terms And Abbreviations	5
Executive Summary	6
Spectrum Service Proposal	8
Fiber Internet Access (Fia)	11
Specific Information, Terms And Conditions	17
Service Level Agreement	70
Service Agreement.....	71



TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

MANAGED NETWORKS SERVICES TERMS	ABBREVIATION
UNIFIED THREAT MANAGEMENT	UTM



EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Magnolia Public Schools with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today’s challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today’s technology more affordable.

Spectrum’s Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the



solutions we are quoting Magnolia Public Schools will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- ▶ Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

Special Construction

Spectrum Enterprise supports E-rate applicants who seek special construction funding for the upfront, non-recurring/install charges for the deployment of new or upgraded facilities. Spectrum Enterprise has over 20 years of E-rate experience, and one of the largest Fiber providers in the nation who designs, procures and implements large complex infrastructure projects. Applicants seeking additional E-rate discounts to match state funding for special construction must submit information with their FCC Form 471 filing that USAC will use to determine eligibility <https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-special-construction/>.



SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum:

A: LOCATION ADDRESS	Products	Speed	Term	QTY	MRC Each	OTC Each
250 E 1st Street #1500, Los Angeles, CA	FIA	1G	CO-TERM	1	\$1,150.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	5G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	10G	CO-TERM	1	\$4,900.00	\$0.00
	FIA	1G	24	1	\$850.00	\$0.00
	FIA	2G	24	1	\$2,450.00	\$0.00
	FIA	5G	24	1	\$4,190.00	\$0.00
	FIA	10G	24	1	\$5,000.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,300.00	\$0.00
	FIA	5G	36	1	\$2,300.00	\$0.00
	FIA	10G	36	1	\$4,800.00	\$0.00
	Static iP	13	CO-TERM	1	\$0.00	\$0.00
Static iP	13	24	1	\$0.00	\$0.00	
Static iP	13	36	1	\$0.00	\$0.00	
11330 Graham Pl, Los Angeles, CA	FIA	1G	CO-TERM	1	\$1,150.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	5G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	10G	CO-TERM	1	\$4,900.00	\$0.00
	Static IP	5	CO-TERM	1	\$35.00	\$0.00
1254 E Helmick St, Carson CA	FIA	1G	CO-TERM	1	\$1,150.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	5G	CO-TERM	1	\$2,300.00	\$0.00
	FIA	10G	CO-TERM	1	\$4,800.00	\$0.00
	Static IP	5	CO-TERM	1	\$0.00	\$0.00
6411 Orchard Ave, Bell CA	FIA	1G	12	1	\$850.00	\$0.00
	FIA	2G	12	1	\$2,880.00	\$0.00
	FIA	5G	12	1	\$4,800.00	\$0.00
	FIA	10G	12	1	\$5,300.00	\$0.00



	FIA	1G	24	1	\$850.00	\$0.00
	FIA	2G	24	1	\$2,450.00	\$0.00
	FIA	5G	24	1	\$4,190.00	\$0.00
	FIA	10G	24	1	\$5,000.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,300.00	\$0.00
	FIA	5G	36	1	\$2,300.00	\$0.00
	FIA	10G	36	1	\$4,800.00	\$0.00
	Static iP	5	12	1	\$0.00	\$0.00
	Static iP	5	24	1	\$0.00	\$0.00
	Static iP	5	36	1	\$0.00	\$0.00
1838 Sherman Way, Reseda, CA	FIA	1G	12	1	\$850.00	\$0.00
	FIA	2G	12	1	\$2,880.00	\$0.00
	FIA	5G	12	1	\$4,800.00	\$0.00
	FIA	10G	12	1	\$5,300.00	\$0.00
	FIA	1G	24	1	\$850.00	\$0.00
	FIA	2G	24	1	\$2,450.00	\$0.00
	FIA	5G	24	1	\$4,190.00	\$0.00
	FIA	10G	24	1	\$5,000.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,300.00	\$0.00
	FIA	5G	36	1	\$2,300.00	\$0.00
	FIA	10G	36	1	\$4,800.00	\$0.00
	Static iP	5	12	1	\$0.00	\$0.00
	Static iP	5	24	1	\$0.00	\$0.00
	Static iP	5	36	1	\$0.00	\$0.00
17125 Victory Blvd, Van Nuys, CA	FIA	1G	Co-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	C-Term	1	\$35.00	\$0.00
18230 Kittridge St, Reseda, CA	FIA	1G	CO-Tern	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	Co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	Co-term	1	\$35.00	\$0.00
3754 Dunn Drive, Los Angeles, CA	FIA	1G	Co-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	Co-Term	1	\$35.00	\$0.00



18355 Roscoe Blvd, Northridge, CA	FIA	1G	CO-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-Term	1	\$2,300.00	\$0.00
	FIA	5G	Co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	CO-Term	1	\$35.00	\$0.00
2840 W 1st Street, Santa Ana, CA	FIA	1G	Co-Term	1	\$1,150.00	\$0.00
	FIA	2G	Co-term	1	\$2,300.00	\$0.00
	FIA	5G	Co-Term	1	\$2,300.00	\$0.00
	FIA	10G	Co-Term	1	\$4,800.00	\$0.00
	Static IP	5	Co-Term	1	\$35.00	\$0.00
6525 Estrella Ave, San Diego, CA	FIA	2G	36	1	\$2,403.90	\$250.00
	FIA	1G	36	1	\$1,733.20	\$250.00
	FIA	5G	36	1	\$3,217.90	\$250.00
	FIA	10G	36	1	\$3,675.90	\$250.00
	Static IP	5	36	1	\$0.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

Due to the limitations set in Magnolia Public School's pricing website, Spectrum is not able to place our Cotermious pricing inside the boxes provided. Please review Spectrum's Service Proposal in the RFP response for pricing, Initial Order Term, Service Location(s), and service offering.



FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

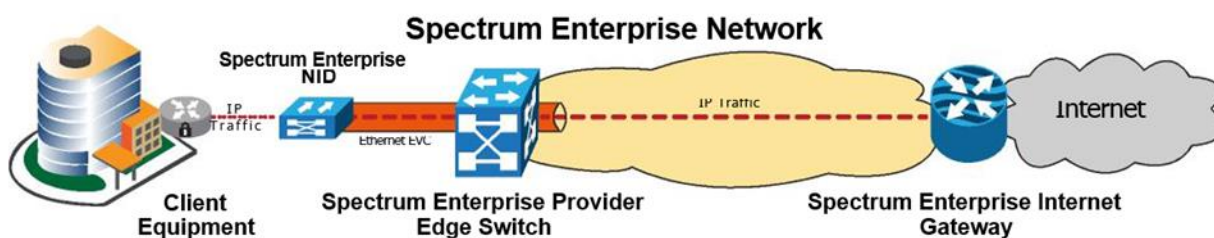
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we offer 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics guarantee availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network





PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, noncircuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6



REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services Funding Year 2021: 7/1/2021 – 6/30/2022

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

The entity filing an FCC Form 470 can issue a Request For Proposal [RFP] in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. *However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.*

A formal response to each paragraph of this RFP is neither required nor desired.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant’s current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

The terms of this RFP are subject to the Terms of Offer section of Spectrum’s proposal.



All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

A *RESPONSIVE* proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:

- 1. Vendor's proposal, including pricing (*in addition to the required Pricing Form*)**

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. The MRC and OTC does not include taxes, surcharges, and/or fees. Subject to any tax-exemption certification provided by Customer, additional taxes, fees and surcharges may apply. For information regarding possible taxes, fees and surcharges, information can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>. Spectrum shall have the right to increase MRCs for each Service after the initial Order Term for such Service upon thirty (30) days' notice to Customer. Customer shall be invoiced Service Charges in accordance with Spectrum's Service Agreement.

- 2. Vendor's cover letter, or executive summary in proposal to include:**

- a. Succinct recap (single page, no more than 2 paragraphs) in non-technical terms, of what the proposal provides to the Applicant**

Spectrum understands.

- b. Clear statement regarding to which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**

Spectrum is bidding on B1 - Category 1 Direct Internet Access.

- c. The price, subtotaling E-Rate eligible items separately from items *not* eligible for E-Rate support**

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

- d. The contract term, explicitly clarifying the start date of the contract as:**

- Contract signature date, or**
- Service activation date, or**
- 7/1 of the E-Rate funding year, or**
- Other**

Please review Spectrum's Service Proposal for pricing, Order Term, Service Location, bandwidth information, and service offering.



So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

e. Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed

Pricing in Spectrum's Service Proposal, above, shall be valid only 180 days from the date Spectrum submits its bid to Magnolia Public Schools.

f. Succinct list of any exceptions to any requirements of this RFP

Spectrum has taken exception throughout this proposal, as necessary. Please refer to the Terms of Offer section of Spectrum's proposal.

g. Proposals must include certification that no products or components from any "covered company" designated by the FCC are included in the proposal

Spectrum will comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. Spectrum complies with FCC Rule 19-121. Spectrum does not currently conduct business with or use equipment from Huawei or ZTE on Spectrum's network.



2. Fully executed, unaltered, RFP Signature Page, signed by Vendor's authorized representative.

Notwithstanding any pre-printed statements on the Signature Page or any other provision in the RFP to the contrary, Spectrum's proposal alone shall not be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Please refer to the Terms of Offer section of Spectrum's proposal.

3. For Category 2 proposals, signed "Additional Category 2 Provisions" pages

Spectrum understands. Spectrum is not bidding on Category 2.

5. Online Pricing Form(s)²

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

6. Timely submission

Spectrum understands.

Vendors submitting proposals can expect:

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- E-Rate rules do not require Applicant to share other vendors' proposals, unless required by state or local laws or regulations
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation
- RFP amendment clarifying proposal due date
- Vendor Questions RFP amendment following the last date to ask questions

Spectrum understands.



SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a “charter district.”

Network Topology

Each MPS site has its own Direct Internet access:

- These sites have 1 Gbps from Spectrum
 - MSA Santa Ana
 - MSA-1 Reseda
 - MSA-2 Valley
 - MSA-3 Carson
 - MSA-4 Venice
 - Central Office
 - MSA-5 Los Lobos
 - MSA-6 Palms
 - MSA-7 Elementary
- MSA-SD has 1 Gbps from Cox
- MSA-8 Bell has 1 Gbps from TPX

Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).



Magnolia Public Schools
FY2021 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment
1	Magnolia Public	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	NIF
	Schools Central Office	18238 Sherman Way Reseda, CA 91335	234483	626
2	Magnolia Science Academy	17125 Victory Blvd. Van Nuys, CA 91406	16056857	465
3	Magnolia Science Academy Valley	1254 East Helmick Street Carson, CA 90746	16056858	418
4	Magnolia Science Academy Carson	11330 West Graham Place Los Angeles, CA 90064	16056859	100
5	Magnolia Science Academy Venice	18230 Kittridge Street Reseda, CA 91335	16056860	281
6	Magnolia Science Academy Los Lobos			
7	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	134
8	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	292
9	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120 2840 W. 1st Street	16056862	443
10	Magnolia Science Academy Santa Ana	Santa Ana, CA 92703	16056863	546



1	Magnolia Science	6411 Orchard Avenue		
1	Academy Bell	Bell, CA 90201	17016161	482

Please review Spectrum’s Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum’s receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.



B. PRODUCTS AND SERVICES SOUGHT

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/>.

Spectrum will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to the Magnolia Public Schools. Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

Spectrum's Service Agreement includes the following Equipment provision:

EQUIPMENT.



Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

Equipment Return, Retrieval, Repair, and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software").

Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment. Authentication or other security access procedures. Spectrum may suspend any affected Services if



Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.



B.1 Category 1, Direct Internet Access

Posted in Form 470 under these functions:

- Leased Lit Fiber
- Internet Access: ISP service only
- Internet Access and Transport Bundled (Non-Fiber)

Due to current service contract terms, Applicant seeks BOTH month-to-month service to address short-term needs until new contracted service can be implemented AND contracted service.

Requirements:

Preferred Contract Term	Recipient of Service	BEN	Address of Service	Provide Pricing for
Month-to-month Service				
Month-to-month	MSA-SD	16056862	6525 Estrella Avenue San Diego, CA 92120	1 Gbps
Contracted Service				
12 Months	MSA-SD	16056862	6525 Estrella Avenue San Diego, CA 92120	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Reseda	234483	18238 Sherman Way Reseda, CA 91335	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Carson	16056858	1254 East Helmick Street Carson, CA 90746	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps



Preferred Contract Term	Recipient of Service	BEN	Address of Service	Provide Pricing for
Contracted Service				
12 Months	MSA-Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Northridge	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
12 Months	MSA-CO	17003776	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps
24 Months	MSA-Bell	17016161	6411 Orchard Avenue Bell, CA 90201	Please provide pricing for the following speeds: 1 Gbps 2 Gbps 3 Gbps 5 Gbps

Please review the completed online form for Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.



Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function

Spectrum understands.

- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment

Spectrum understands.

- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)

Spectrum's currently connects to and peers with multiple Tier I and Tier II providers throughout the United States. A partial list of major peering points includes the following cities: Houston, Dallas, Chicago, Washington DC, Atlanta, Los Angeles, New York, Denver, Seattle, and San Jose. Spectrum leverages a network of geographically diverse, multi-gigabit private peering points with many service and content providers throughout the nation. To see some of Spectrum's peering arrangements please see: http://bgp.he.net/AS11427#_asinfo and http://bgp.he.net/AS7843#_asinfo

- Symmetrical bandwidth = Yes

IP over IEEE 802.3-based, full-duplex, non-circuit switched services.

- Uptime reliability = at least 99.9%, prefer 99.99%

Please refer to our SLA included in the Spectrum Enterprise Attachments section of our response to view SLA Targets and information related to outages, maintenance and applicable remedies.

- For a smooth installation of service, Vendors should clearly specify what is being proposed for:
 - **Handoff at demarcation:** Based on bandwidth, Applicant can accept either:
 - Copper Ethernet
 - Multimode fiber (optical) 50 micron
 - **Customer Premise Equipment [CPE]:** Applicant prefers to use:
 - Own router
 - **Public IP addresses:** Applicant prefers:

Site Name	# of useable IP Addresses
MSA-San Diego	5
MSA-Reseda	5
MSA-Valley	5



MSA-Carson	5
MSA-Venice	5
MSA-Los Lobos	5
MSA-Palms	5
MSA-Northridge	5
MSA-Santa Ana	5
MSA-CO	5
MSA-Bell	5

- o **Firewall compatibility:** Applicant's existing Palo Alto/3200 with throughput capacity of 10 Gbps will be upgraded if needed

Spectrum will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to Magnolia Public Schools. Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding

Please review the completed online form for Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Service Agreement. For information regarding possible taxes, fees and surcharges, information can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees> or in Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service



Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall have the option to add Services and increase speed and bandwidth during the Initial Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

- **Vendor to provide detailed specifications for any additional equipment required for a complete and working solution**

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

- **Pricing Form: The Pricing Form is the ONLY acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your**



proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**

<https://fs28.formsite.com/kQm1gu/form2/index.html>

- Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please submit separate Pricing Forms per site
- Contract preference: To coincide with E-Rate funding year closure, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated otherwise, the preferred contract term is:
 - Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
 - Two (2) 1-year optional renewals after initial term
- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of, **7/1/2021**, with preference of up to 30 days prior to allow for testing.³ Please include commitment to activate on, or very near to, this date in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. After the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend



such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation §54.514 Payment for discounted service

Customer's Service Order will include the following clause:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-rate" funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-rate program, receives E-rate program funding that is less than Customer's requested funding amount, or is denied E-rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

³ Applicant understands that overlapping service is "redundant" and not eligible for E-Rate discounts.



C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (I1) apply.

- I1 A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- I1 A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
 - Attendance is **optional**. ○ Attendance is **mandatory**.⁴
- A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

- Attendance is **optional**. ○ Attendance is **mandatory**.⁵

Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, nonattendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.



- ⁴ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.
- ⁵ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

Spectrum understands.



D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any emails or documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.



Magnolia Public Schools FY2021 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services ⁶ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁷	24%
Low cost of <i>ineligible</i> products and services ⁸ during <i>initial</i> contract term	15%
Projected implementation timeline based on prior performance ⁹	15%
Vendor qualifications ¹⁰	6%
Contract terms and conditions ¹¹	5%
Extent to which a single-provider, turnkey solution is provided ¹²	5%
Quality of proposal document(s) ¹³	5%
Total	100.00%

E. OTHER SPECIFICS

No additional specifications are available.

⁶ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁷ In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handoff) and services. Solutions that emphasize student data security are strongly preferred.

⁸ Such as Early Termination Fees.

⁹ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

¹⁰ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

¹¹ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing will generally be scored higher. Option for renewal terms is a plus. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

¹² *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.

¹³ The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

The terms of this RFP are subject to the Terms of Offer section of Spectrum’s proposal.



Magnolia Public Schools
 FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	210004775 (Nickname: mps_y24_470_c1)

For the Vendor:

Notwithstanding any pre-printed statements on this Signature Page, Spectrum's proposal alone shall not be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Please refer to the Terms of Offer section of Spectrum's proposal.

Magnolia Public Schools
 FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	210004775 (Nickname: mps_y24_470_c1)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Further, Vendor hereby states that its submitted proposal and/or email documents are neither “Proprietary” nor “Confidential,” and that any reference to “Proprietary” or “Confidential” on any document or communication is waived.



Signature

Printed Name and Title

Vendor Name

Date

SPIN

Pricing Form Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.

(for clarity, please provide name of section as well)

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Either party may require additional documents. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Applicant Signature	mm/dd/yy
Signature	Date
Applicant Name	Title
Printed Name	Title
Magnolia Public Schools	17003590
Applicant Name	BEN



REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2021: 7/1/2021 – 6/30/2022

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

3. GENERAL INFORMATION, TERMS AND CONDITIONS
4. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

The entity filing an FCC Form 470 can issue a Request For Proposal [RFP] in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. *However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.*

A formal response to each paragraph of this RFP is neither required nor desired.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.



GENERAL INFORMATION, TERMS AND CONDITIONS

E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD]

Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC]

Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library

technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled
 - Transport Only - No ISP Service
 - Internet Access: ISP Service Only
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Other

Please review the completed online form for Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

- Category 2:
 - Internal Connections
 - Managed Internal Broadband Services
 - Basic Maintenance of Internal Connections
 - Other

Spectrum is not providing a bid for Category 2.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl/, or call the SLD Help Line at 888-203-8100.

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a *Consulting firm*, is *not* the E-Rate *Applicant*. *Learningtech.org* is the Applicant's *Consultant*, retained to handle competitive bidding interactions and other aspects of the E-Rate application.

Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

Spectrum understands.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. *Learningtech.org* staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this



RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

Charter Communications Operating, LLC's SPIN is 143050436.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Customer's Service Order will include the following E-rate and CTF Contingencies:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-rate program, receives E-rate program funding that is less than Customer's requested funding amount, or is denied E-rate program funding for any Service described in this Service



Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

California Teleconnect Fund Contingency. If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Charter Communications Operating, LLC SPIN is 143050436.

Charter Communications Operating, LLC FRN is 0002526580.

FEIN# 43-1843260

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143050436	Charter Communications Operating, LLC		Tommy Johnson	12405 Powerscourt Dr, St Louis, MO 63131	314394-9855	Y	2017 2018 2019

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to support SLD Standard Form 471 entry, with minimal need for Applicant modification.

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**²

Spectrum complies with all applicable USAC rules and regulations, and will invoice Magnolia Public Schools for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

² In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.



1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2021 (July 1, 2021 – June 30, 2022), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.³ Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

Please refer to the Terms of Offer section of Spectrum's Proposal. Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

MRCs and OTCs are exclusive of taxes, fees and surcharges. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum's Service Agreement. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's

³ Please reference E-Rate Eligible Services List <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>.



agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Spectrum understands.

1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
 - Names of Principals and Type of Organization
 - Contact Information
 - Years in Business

Please review the above section titled Executive Summary for Spectrum's company background. Additional corporate information can also be found at www.ir.charter.com.

- Experience: K-12 references for 3 similar projects in the last 5 years

Spectrum has established relationships with some of the largest education systems in the country so we understand a school system's growing bandwidth and technology needs.

Hollister School District - 9 sites
 2690 Cienega Road
 Hollister, CA 95023
 Fiber Services – Gig @ all sites – Ethernet and Internet
 Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District 21 sites
 12219 2nd Avenue, Victorville, Ca 92395
 Fiber Services – 10Gg and 1Gb circuits - Ethernet and Internet
 Contact: Bill Klopping
 (760) 245-3533 direct
 (760) 559-5480 m

Glendale Unified SD – 26 sites
 223 North Jackson Street, Glendale, CA 91206
 Fiber service: 30Gb, 10Gb and 1Gb Ethernet Services
 Contact: Frank Schlueter
 (818) 241-3111, Ext. 1444

- E-Rate track record:



- o Green light status
- o Valid SPIN, or evidence of application for SPIN
- o FCC Registration Number
- o 499 Filer status
- o SPAC filing history
- o Routinely successful SLD funding approvals

Charter Communications Operating, LLC SPIN is 143050436.

Charter Communications Operating, LLC FRN is 0002526580.

FEIN# 43-1843260

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143050436	Charter Communications Operating, LLC		Tommy Johnson	12405 Powerscourt Dr, St Louis, MO 63131	314394-9855	Y	2017 2018 2019

Spectrum is currently under Green Light status.

- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications

The screenshot shows the FCC's Red Light Display System (RLDS) interface. At the top, it says "Red Light Display System (RLDS)". Below that, it indicates the user is logged in as FRN: Charter Communications Operating, LLC (0002526580). The main section displays the "Current Status of FRN 0002526580" as "STATUS: GOOD". A message states: "You have no delinquent bills which would restrict you from doing business with the FCC." Below this, a note explains that the system checks all FRNs associated with the same Taxpayer Identification Number (TIN) and is updated daily at 7 a.m. ET. At the bottom, there is a "Customer Service" section with links for "Red Light Help", "FCC Debt Collection", "FCC Fees", and "Web Policies / Privacy Policy".

Spectrum represents to the best of its knowledge that it is presently not debarred, suspended, proposed for debarment or has a history of frequent reviews as described above.

- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting will match your specific and discrete needs.



When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ Account Executive: a dedicated, local market expert who is available for your consultation needs
- ▶ Sales Engineering: trained technical experts who customize designs based on your needs.
- ▶ E-rate Specialists: experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ Project Management: customer focused experts who manage your build and communicate with you every step of the way
- ▶ Account Manager: your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ Network Operations Center: Spectrum staff that continuously monitors the network

Spectrum agrees to use skilled personnel to carry out Spectrum's perspective duties as outlined in the Agreement and maintain Spectrum's applicable training, certification etc. as applicable.

Upon award Spectrum will provide the names, credentials of the personnel assigned to the project.

- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

Spectrum will maintain all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) must register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

Spectrum understands and is registered with the California Department of Industrial Relations and the Secretary of State.

1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules)
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment

For *example*:

- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL



If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Spectrum will reasonably assist with any transition activities to the extent applicable and as directly related to the Service Agreement between the parties. Spectrum will endeavor to meet Magnolia Public Schools desired timeline, provided in no event shall Spectrum be liable for any costs incurred by Magnolia Public Schools in connection with procuring Spectrum Services or any portion thereof.

Spectrum has carefully assessed, designed and will install the most technologically sound and cost-effective solution possible for the Magnolia Public Schools. The Spectrum-provided network will deliver the capacities and reliability required for today's needs within a flexible platform for future growth. The operational support is in place to maintain a healthy and robust network as it changes over time. In-depth discussions confirming the network design recommendations will be completed with the Magnolia Public Schools Information Technology team prior to finalizing and implementing the design.



The following paragraphs will introduce you to the Spectrum Enterprise PMO, our Project Management methodology, our expertise in managing a project of this magnitude, and the specifics of how we will implement the Magnolia Public Schools RFP to service the Schools facilities.

Our PMO is organized together with our Order Operations functions. This arrangement provides for an enhanced experience from the time we receive your order, to order entry, implementation, and the start of billing. The Government-Education PMO is part of a Strategic PMO that also includes Order Operations functions. Our Government-Education PMO Director leads us with over 30 years of varied telecommunications experience including project and program management. She has surrounded herself with a management team that is strong in not only project management but also technical knowledge in telecommunications.

Escalation List

The Manager, West Region Government/Education PMO, will act as the point of authority for all issues regarding Magnolia Public Schools project.

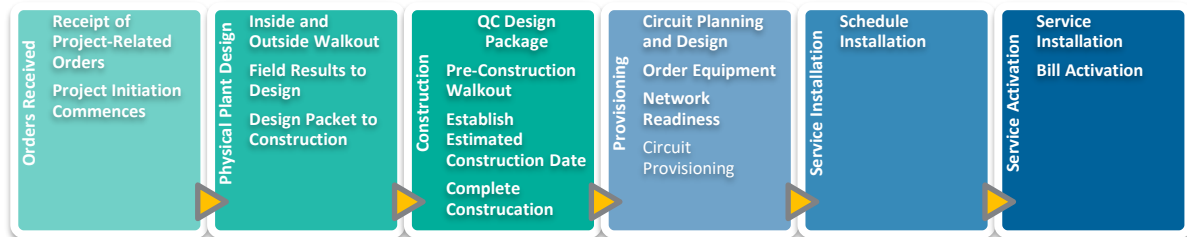
Title
Senior Project Manager
Manager, West Region Government/Education PMO
Director, Government/Education PMO
Senior Director, Strategic Order Ops & Order Fulfillment
Vice President, Enterprise Order Operations

Our project management methodology rests upon the best practices recognized by the Project Management Institute (PMI) as chronicled in the latest edition of the Guide to Project Management Body of Knowledge (PMBOK® Guide). We have relied on the collective experience of our staff in further developing and refining our methodology to meet the emerging needs of the telecommunications market and our governmental and educational client base. We understand that managing projects for government and education are different from corporate or other for-profit businesses. For instance, we recognize that you may require individualized reporting and are ready to adapt to such requirements. Our project managers know the necessity of working under the strict timelines inherent with E-Rate projects.

The preceding are just two examples of our recognition of the specialized needs of our government and education clients and our ability to adjust our project management methodology to meet your needs. The software we use in project management – Microsoft Project, Microsoft Excel, Microsoft Word, etc. – is also readily adaptable to meet your needs.



As shown in the following diagram, our project management methodology provides our clients with End-to-End Service Delivery Oversight from the time orders are received to the time that billing is ready to commence.



Key Project Management Responsibilities

Using a formal project management process supports our project managers in meeting goals and service delivery timelines

- Initiating
 - ▶ Clearly identify the project scope
 - ▶ Form a core project team and initiate a kickoff meeting internally and with the client
- Planning
 - ▶ Identify work required to fulfill the project scope
 - ▶ Create an integrated project schedule target to meet the overall project due date
- Execution, Tracking and Control
 - ▶ Manage project schedule and task details using project management tools such as reports, tracking charts, checklists, etc.
 - ▶ Manage proposed changes to project parameters
 - ▶ Monitor quality of project deliverables and ensure project objectives are met
 - ▶ Oversee end-to-end service delivery
- Closeout
 - ▶ Manage the handover of project deliverables to the client
 - ▶ Review the project with the client and collect feedback

Client Communication and Reporting

We manage complex projects via a project plan and weekly updates. The Project Manager will provide progress reports and project status.

- Communication
 - ▶ The Project Manager serves as the single point of contact for all project-related items.
 - ▶ Provides periodic project updates to the client based on their needs
- Standard Reporting
 - ▶ Project name and description
 - ▶ Service due date, schedule, milestones, and phases



- ▶ Accomplishments/status
- ▶ Percent project completion
- ▶ Current issues and risks

Upon award and execution of the signed contract, the Manager, West Region PMO, will assign this project to one of our Senior Project Managers. A Spectrum Enterprise Senior Project Manager will typically have the following qualifications:

Project Management Certification or successful completion of a recognized project management curriculum

A minimum of three years of project management experience in telecommunications

Bachelor's degree in related field or equivalent work experience

3+ years working with Ethernet (networking), Data, Voice, Managed, and Video Services, delivered over various forms of technologies (fiber and coax)

Solid knowledge and experience in delivering medium to large scale, technically complex, multi-location infrastructure network deployment projects

Knowledge and experience working with the Government and Education market vertical including knowledge of the federally funded E-Rate Program, working with State Information Resource Departments, and government procurement/purchasing rules and/or regulations

Once assigned to the project, the Senior Project Manager will immediately review the original project artifacts such as the order, the contract, the RFP, and the Spectrum Enterprise Response to the RFP. His purpose in this review is to draft a Preliminary Scope of Work.

While gaining an understanding of requirements of the project, he will assemble the Spectrum Enterprise Project Team. After drafting the Preliminary Scope of Work, the Senior Project Manager will hold a Kickoff Call with the Project Team. The Kickoff Call will allow the Team to refine the Project Scope and to define any issues that Project Management needs to address with the Client.

Following the internal Kickoff, the Senior Project Manager will schedule and conduct a Kickoff Meeting with Magnolia Public Schools. This meeting between Spectrum Enterprise and the District will allow us to present our proposed Scope of Work and raise any questions from our internal teams. Likewise, Magnolia Public Schools will have the opportunity to examine our preliminary plans and to ask questions. At the conclusion of this meeting, we anticipate being able to finalize the Scope of Work which will allow us to proceed with the project work.

We present our proposed schedule for the Magnolia Public Schools Ethernet on the following pages divided into the following sections:

Magnolia Public Schools Project Award

Project Initiation

Project Kickoff

Phase 1 Implementation

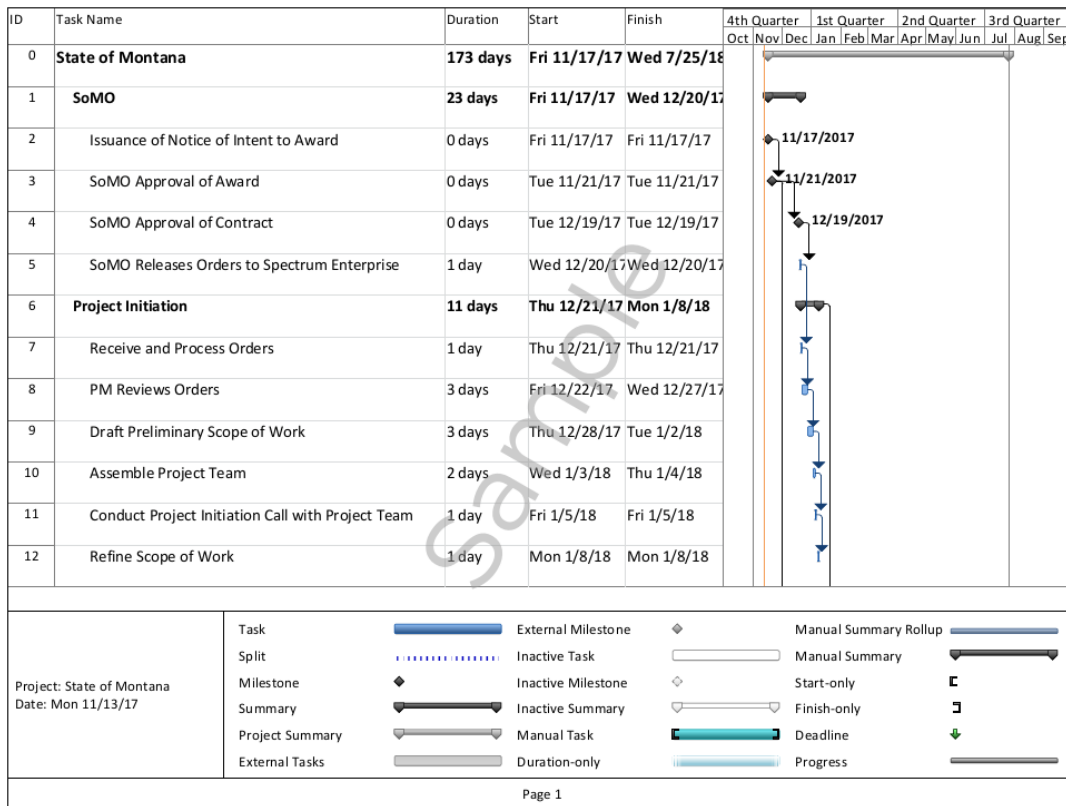
Phase 2 Implementation

Phase 3 Implementation

Project Closeout



Below is a sample Gantt chart for review.



2. TERMS AND CONDITIONS

2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. **Proposals should be valid through the close of the FY2021 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.**

Spectrum’s proposal, including pricing, shall be valid for 180 days from the date of Spectrum’s submittal of the proposal.

Spectrum has taken exception throughout this proposal, as necessary. The terms of this RFP are subject to the Terms of Offer section of Spectrum’s proposal.

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Submission of the provided RFP Signature Page is required. Proposals should include the executed signature page, indicating the bidding organization’s firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. **The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.**



If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

Spectrum has taken exception throughout this proposal, as necessary.

Please refer to the Terms of Offer section of Spectrum's proposal. Spectrum has included a copy of its Commercial Terms of Service and SLA for Magnolia Public Schools review.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Upon award, Spectrum will work with Magnolia Public Schools to execute the final, definitive Service Agreement between the parties.

Submission of the Pricing Form is required. Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

In addition to the Pricing Form, please see Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

In the event a discrepancy or error is discovered, Spectrum will provide clarification and adjust its proposal accordingly so that Magnolia Public Schools can determine if it would like to proceed with the procurement of the proposed Services.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.



In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless both parties initial each correction. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

Spectrum's proposal alone shall not be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Please refer to the Terms of Offer section of Spectrum's proposal for additional qualifications related to Spectrum's proposal.

2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

Spectrum understands.

2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

In the event a subcontractor is used, Spectrum is liable for all Services performed by a subcontractor and obligations of the Service Agreement. Subcontractors will be named upon award, if applicable. Spectrum does not flow down clauses to our subcontractors; however, subcontractors are required to comply with all applicable laws.

2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP.*

Questions submitted after the question deadline will be ignored. Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

Spectrum understands.

PLEASE NOTE: USAC'S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant's Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.



2.5 Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

2.6 Implementation, Acceptance, Financing and Payment

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.⁴

So long as customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s).

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to:

- Start service immediately upon contract award, with the understanding that services before dates

⁴ See USAC/SLD "Advance Installation" (<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>).



- allowed by E-Rate program rules would not be eligible for E-Rate discounts
- Wait until dates allowed by E-Rate program rules preceding the funding year, or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts
- Wait for FCDL, after July 1, for the strongest assurance of discounts

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the Customer for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

Customer's Service Order will include the following clause:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-rate program, receives E-rate program funding that is less than Customer's requested funding amount, or is denied E-rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.



Spectrum will endeavor to meet the customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s).

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year, even if Applicant authorizes early implementation of non-recurring projects.* For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. **Vendor proposal submission implies willingness to comply with invoicing provisions.**

Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Magnolia Public Schools may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to Magnolia Public Schools to assist with the applicable paperwork.



Please refer to Spectrum's California Teleconnect Fund (CTF) Contingency above.

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Termination of Services prior to the expiration of the Initial Order Term is subject to Section 13 (Default, Suspension of Services and Termination) of Spectrum's Commercial Terms of Service.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

Spectrum's proposal, including pricing, shall be valid for 180 days from the date of Spectrum's submittal of the proposal. No manufacturer, trade name, brand name, or model or catalog numbers apply. Spectrum will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to the Customer.

2.7 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.⁵ Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

Spectrum is not a manufacturer of the equipment used to deliver the Services; therefore, Spectrum does not provide equipment warranties. Spectrum Equipment will be provided as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service. Any warranties provided by Spectrum with respect to the Services are as set forth in the Terms of Service and are limited by (a) the disclaimer of

⁵ Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.



warranties set forth in Section 14(a) of the Terms of Service and (b) the limitation of liability set forth in Section 14(b) of the Terms of Service.

Please refer to our SLA included in the Spectrum Enterprise Attachments section of our response to view SLA Targets and information related to outages, maintenance and applicable remedies.

2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board⁶ [FOB] the Applicant address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

Please review the completed online form for Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Spectrum complies with LCP rules and will invoice the Customer for the Services in accordance with E-rate guidelines.

Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days’ notice to Customer. MRCs and OTCs are exclusive of all applicable taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum’s Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum’s Service Agreement.

Spectrum’s proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five

⁶ "Free On Board" is the point at which a seller is no longer responsible for shipping cost.



(5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

Spectrum understands.

2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an "authorization to order" [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

Please refer to the Terms of Offer section of Spectrum's proposal. In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as



indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant's State(s) and Applicant's State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<https://leginfo.legislature.ca.gov/>)
- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at: https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors **may** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects⁷
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the***

⁷ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://cadir.secure.force.com/ContractorSearch>.



services that it provides and to comply with all such regulations. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the Customer for the Services in accordance with E-rate guidelines.

As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services.

2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁸ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal. This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools or otherwise be sufficient to create a binding contract between Magnolia Public Schools and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se->

⁸ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.



[terms-and-conditions.html](#) or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement"). Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

MRCs are established on a case-by-case basis, taking into consideration various factors, including Spectrum's construction costs and capital expenses. Accordingly, Spectrum cannot agree to provide "most favored nation" pricing, automatic price decreases, or promotional or special offer pricing of any kind or agree to revaluation of pricing.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of Spectrum's Commercial Terms of Service.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12)



months from the Billing Start Date. After the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current order term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State procurement regulations, and the E-Rate program rules.
- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required

The Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both Parties' prior written consent.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

- (b) Not proceed with contracted products/services unless E-Rate funding is approved

Spectrum will not begin installation activities until a Service Agreement is signed.

- (c) Not proceed with contracted products/services if E-Rate funding is lower than requested

Please review Spectrum's E-rate Funding Contingency above for details related to funding.

- (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.



(e) Optionally proceed with 'same functionality' products as needed (service substitution)

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant
- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services

In general, Applicant prefers "discount" invoicing method and Service Provider Invoicing [SPI]. Unless specifically negotiated with vendor, SPI is the applicant's choice.

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A's and Vendor B's bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate "apples to apples" comparison of proposals.**

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

Spectrum is bidding on B1 - Category 1 Direct Internet Access. Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the Customer to assist with the applicable paperwork.

So long as customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However,



due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. After the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

Service Charges will be invoiced as set forth in the Service Agreement.

2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications **as appropriate to the products and services offered**. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements

Spectrum became a compliant E-rate service provider in 1998, and we take pride in being one of the largest E-rate service providers today, working with hundreds of school districts nationwide and delivering service to more than 10,000 locations and millions of students.



- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]

Charter Communications Operating, LLC's SPIN is 143050436.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

Spectrum understands.

- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number

Charter Communications Operating, LLC's FCC RN is 002526580.

- Vendors proposing telecommunications services must be eligible telecommunications providers ("common carriers" filing Form 499) as defined by SLD or must show that an *exception* applies to their offering

Spectrum has filed a Form 499.

- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

Spectrum has a history of maintaining up to date SPAC filings.

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)

No manufacturer, trade name, brand name, or model or catalog numbers apply. Spectrum will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to the Customer. Equipment will be provided as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

- Vendor must maintain a Drug Free Workplace

Spectrum will comply with its Drug Free Workplace policy.

- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

Spectrum has provide its standard Certificate of Insurance for Magnolia Public Schools review.

In the final Service Agreement between the Parties, Spectrum agrees to the following indemnification terms:



INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the “Indemnified Parties”) against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer’s use or misuse of the Service,
- (b) Customer’s failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c) Personal injury or tangible property damage caused by Customer’s or its employees’ or agents’ negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

Unless prohibited under applicable law, Spectrum shall indemnify and defend the Customer and its boards, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys’ and other professionals’ fees, for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the site(s) as a direct result from Spectrum’s installation, removal or maintenance at Customer’s Service locations of the Spectrum Equipment.

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are **illustrative** of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information

Please review section titled References for additional details.

Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum’s operation and provision of the Services as contemplated in the Service Agreement



Spectrum has established relationships with some of the largest education systems in the country so we understand a school system's growing bandwidth and technology needs.

Hollister School District - 9 sites
2690 Cienega Road
Hollister, CA 95023
Fiber Services – Gig @ all sites – Ethernet and Internet
Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District 21 sites
12219 2nd Avenue, Victorville, Ca 92395
Fiber Services – 10Gg and 1Gb circuits - Ethernet and Internet
Contact: Bill Klopping
(760) 245-3533 direct
(760) 559-5480 m

Glendale Unified SD – 26 sites
223 North Jackson Street, Glendale, CA 91206
Fiber service: 30Gb, 10Gb and 1Gb Ethernet Services
Contact: Frank Schlueter
(818) 241-3111, Ext. 1444

2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

Spectrum has taken exception throughout this proposal, as necessary. The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

No manufacturer, trade name, brand name, or model or catalog numbers apply. Spectrum will use its standard equipment in the types and amounts as it deems



necessary in its sole discretion in order to provide the Services to the Customer. Equipment will be provided as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

2.17 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents.

Spectrum understands.

2.18 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents.

Spectrum understands.

2.19 Additional Requirements

2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

Spectrum understands Customer's insurance requirements, with the following modifications and clarifications:

All references to "public liability insurance" are replaced by "commercial general liability insurance."

Spectrum will provide Customer with Certificate of Insurance prior to the start of work.

Spectrum has provided a sample Certificate of Insurance for Magnolia Public Schools 's review.

2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following



laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

Spectrum will comply with all applicable laws, ordinances, rules and regulations with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.

Spectrum will commit resources to support Customer commensurate with fulfilling its contractual obligations.

Audited financial information and other material information concerning Spectrum is available through its filings with the Securities and Exchange Commission and the investor relations portion of Spectrum's website.

- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.

Spectrum understands and represents that no agent of the Applicant has been employed or retained to solicit the agreement or will be employed or benefit from the agreement.

- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's



facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

To the best of its knowledge, Spectrum is not barred from bidding or been convicted of bribery or attempting to bribe an officer or employee of the State or any other governmental or elected official, nor has Spectrum made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Spectrum been so convicted nor made such an admission.

- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.

Spectrum conducts background checks on all new hires and rehires. Spectrum's background check package components may include:

1. Drug Test
2. Background Check Core Items: Name and Address Search; Social Security Validation; Kwikscreen Search – Office of Foreign Assets Control (OFAC), Sex Offender Registry (SOR); County Criminal; Federal Criminal; Statewide Criminal.

Agencies execute the background check reports for subcontractors and other temporary labor.

- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.

Spectrum complies with Lowest Corresponding Price.

- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

Spectrum's proposal alone shall not be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Please refer to the Terms of Offer section of Spectrum's proposal.

2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service.



If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer.

2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed "Item 21 Attachment," or current equivalent, in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

MRCs and OTCs are exclusive of all applicable taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum's Service Agreement.

In the event Magnolia Public Schools discovers a discrepancy between the Item 21 and Spectrum's Service Proposal, Spectrum will provide clarification so that Magnolia Public Schools can determine if it would like to proceed with the procurement of the proposed Services.



Appendix: Example Detail of Taxes⁹

The Applicant seeks the **total** cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California service taxes and fees include (see <https://www.cpuc.ca.gov/surcharges/>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

MRCs and OTCs are exclusive of all applicable taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service. Service Charges will be invoiced as set forth in Spectrum's Service Agreement.

Estimated Taxes, Surcharges and Fees for Ethernet service are:

High Cost Fund A.

High Cost Surcharge BICA Advanced Service Fund (CASF)

ULTS Surcharge CA Relay Service and Comm Device Fund (DDTP)

Teleconnect Surcharge

Local and State Sales Tax

Regulatory Cost Recovery Fee – State -

Estimated Taxes, Surcharges and Fees for Internet service are not applicable.

⁹ This is an example; vendors should provide similar details for Applicant local and state areas.

Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; and (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a “Priority 1 Outage”: <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per	Total Minutes /	Downtime
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay on an end-to-end basis using a standard 64 byte ping from the Customer dedicated access port at the Customer premise to the Spectrum Enterprise Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly Service Charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within 30 days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such Service Credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time to Repair (MTTR)		Latency/Frame Delay (Roundtrip)	Jitter/Frame Delay Variation	Packet Loss/Frame Loss
30%	>4 hours ≤ 7:59:59 Hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional

credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information

Spectrum Account Executive:
Office: Mobile:
Email:

Customer Information

Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. EQUIPMENT.

Equipment Responsibilities and Safeguards.

(a) Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, “PBXs”), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer’s Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer’s responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) (“Termination”): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum (“Software”). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may abandon in-place all or certain portions of the Spectrum Equipment at Customer’s location, in which event such Spectrum Equipment, or portions thereof, will be deemed to property of Customer, and lien free title to such Spectrum Equipment, or portions thereof, will immediately transfer to Customer.

Except with respect to any Spectrum Equipment, or portions thereof, abandoned in-place by Spectrum, the failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated may, at the discretion of Spectrum, result in a charge to Customer’s account equal to: (i) Spectrum’s then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum’s unsuccessful attempts to retrieve the Spectrum Equipment. If any Spectrum Equipment that Spectrum has requested Customer return or allow Spectrum to retrieve is not returned or retrieved within fifteen (15) days after the Services are terminated, such Spectrum Equipment will thereafter be deemed the property of Customer, regardless of whether or not Spectrum elects to charge Customer’s account, with lien free title thereto passing immediately to Customer. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, “Service Charges”).

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) (“MRCs”), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges (“OTCs”) for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days’ notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum’s net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer’s tax exemption certificate or other documentation supporting Customer’s certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer’s account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum’s reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.

Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or any other Services, facilities or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a)** Customer's use or misuse of the Service,
- (b)** Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c)** Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:

Charter Communications Operating, LLC
 ATTN: Commercial Contracts Management
 Corporate - Legal Operations
 12405 Powerscourt Drive
 St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

1. Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.

- 5. Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.
- 6. Noninterference.** Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
- 7. Charges.** Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.
- 8. End User Support.** Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
- 9. Set Back Box.** Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
- (a)** Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- (b)** If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
- 10. SpectrumU Service.** SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
- a.** Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
- b.** Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
- c.** Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

Attachment B
Spectrum Business Voice Service, PRI/SIP Trunking Service
(collectively “Voice Services”)

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, “Hosted Communications Services”)

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

PRI Service: If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality Service: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications Service: If Customer elects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer may receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer elects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com> or <https://business.spectrum.com> or in the applicable price guide at <https://spectrum.com>, under "Customer Disclosures." These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

a. Unavailable Services: Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

c. Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

d. Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.

The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

1. Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.
 2. Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.
 3. The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.
 4. Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.
1. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
 2. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided

terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

3. **CPNI:** As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (*i.e.*, Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it. Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

1. **Agency Letter.** As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.

2. **Circuit ID.** Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—*i.e.*, a Spectrum-specific identifier assigned to a data or voice network connection between two locations.

3. **Premier Code.** Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—*i.e.*, a 4-digit code that Spectrum may provide to Customer.

4. Security Code (CPNI code) Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
5. Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
6. Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

7. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

8. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at <https://enterprise.spectrum.com> (or successor URL), unless other rates have been provided in the Service Order.
9. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

10. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
11. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications

Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

12. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.
13. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

Attachment C

Spectrum Business High-Speed Internet Service (“Internet Service”)

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

1. **Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. **Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. **Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
4. **Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. **Electronic Addresses; Mailboxes.** All non-vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

(a) **Mailboxes.** Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

(b) **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

(c) **Cookies.** Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

6. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

8. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

9. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

10. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

1. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

14. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:
 - i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
 - ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
 - iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
 - v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

1. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment D

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. **DDoS Protection Services.**
 10. This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days of receipt of Customer's request.
11. **DDoS Proactive Mitigation Services:** If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

12. DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

13. Customer Requirements: Only Spectrum's On-Net FIA Service are eligible to for DDoS Protection Services. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

14. Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

15. Termination:

If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. DDoS Protection Incident Services. DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

1. **Email Order**. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN- DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.

2. During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.

3. Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.

4. Mitigation Window: A "Mitigation Window" means Spectrum's provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

Attachment E

WIDE AREA NETWORK (“WAN”) SERVICES

Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service:** Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise’s dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

1. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

2. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

3. Customer’s use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment F

Managed Services

Software-Defined Wide Area Networking Service (“SD-WAN Service”), Managed WiFi Service, Managed Router Service (“MRS”), Managed Security Service (“MSS”) and Cloud Security (“vSecurity”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, are subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum will update the Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire. Spectrum may request Customer complete a Technical Configuration Questionnaire. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the Managed Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer, and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.

Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE MANAGED SERVICES. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY MANGED SERVICE CPE OR MANAGED SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK.

SOFTWARE DEFINED WIDE AREA NETWORK (“SD-WAN”) SERVICE: This section applies only if the Customer purchases the SD-WAN Service:

1. Spectrum shall provide Customer with one or more SD-WAN customer premises equipment (“CPE”) through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.
2. Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.

MANAGED WIFI SERVICE: This section applies only if the customer purchases the Managed WiFi Service.

- a. Spectrum will provide a managed WiFi solution with wireless access points (“WAPs”) deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion

b. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management (“OOB”). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

c. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

MANAGED ROUTER SERVICE (“MRS”): This section only applies if the customer purchases the Managed Router Service.

1. Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. Managed Router Service or certain features, may not be available in all service areas and may change from time to time.

2. Connectivity. The Managed Router Service is only available when connected via Spectrum FIA or Spectrum Ethernet services including in-network and Type II connections. A 3rd party connection can be used as a secondary connection where Spectrum is providing the primary connection.

3. Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Router Service, leaving the Manager Router only connected to non-Spectrum service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Router Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Router Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

MANAGED SECURITY SERVICE (“MSS”): This section only applies if the customer purchases the Managed Security Service.

1. Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. Managed Security Service or certain features, may not be available in all service areas and may change from time to time.

2. Connectivity. The Managed Security Service is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A 3rd party connection can be used as a secondary connection where Spectrum is providing the primary connection.

3. Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Security Service leaving the Managed Security Service only connected to a non-Spectrum service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Security Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Security Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

CLOUD SECURITY (“vSECURITY”) SERVICE: This section only applies if the customer purchases the vSecurity Service.

(c) The vSecurity Service delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of the customer site(s) and other considerations made at Spectrum’s sole discretion.

(d) Connectivity. The vSecurity Service is only available when connected via Spectrum Ethernet, Spectrum FIA, and SD-WAN services including in-network and Type II connections.

(e) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSecurity Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the vSecurity Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

(a) Wireless Internet:

1. **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 128Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

2. **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

(b) Wireless Internet Backup:

Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

1. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

2. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.
3. **Power Disruptions.** The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

1. **Acceptable Use Policy; Third Party Network Terms.**

1. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.
2. Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide
http://serviceguidenew.att.com/sq_flashPlayerPage/M2M

Verizon ThingSpace Terms and Conditions
<https://thingspace.verizon.com/legal/terms-and-conditions/>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

1. To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.
3. **Security; Use Restrictions.** Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.
4. **Termination.**
 1. If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

2. When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided. Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.
 3. Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.
5. **NO THIRD-PARTY LIABILITY.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

E-rate Proposal for Magnolia Public Schools



In response to Magnolia Public Schools's Form 470 bid #143001192., I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

Features and Benefits

The solution gives you the following:

- **Enterprise-Class Support**—includes 24x7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals. This means that you can count on our support and service.
- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line not connected to a PBX for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **ADI with Customer-Managed Router Option**—lets you provide and manage your own router for ADI while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.

E-rate Proposal for Magnolia Public Schools



Pricing

Field Market Rates on a 24- and 36- month agreement for Locations & BENs listed below:

#	BEN	Site Name	Address	City	State	Zip Code
1	16056862	MSA-SD	6525 Estrella Ave	San Diego	CA	92120
2	234483	MSA-Reseda	18238 Sherman Wy	Reseda	CA	91335
3	16056857	MSA-Valley	17125 Victory Blvd	Van Nuys	CA	91406
4	16056858	MSA-Carson	1254 East Helmick St	Carson	CA	90746
5	16056860	MSA-Los Lobos	18230 Kittridge St	Reseda	CA	91335
6	16056861	MSA-Palms	3754 Dunn Dr	Los Angeles	CA	90034
7	16028804	MSA-Northridge	18355 Roscoe Blvd	Northridge	CA	91325
8	16056863	MSA-Santa Ana	2840 W 1st St	Santa Ana	CA	92703
9	17003776	MSA-CO	250 E 1st St, Ste 1500	Los Angeles	CA	90012
10	17016161	MSA-Bell	6411 Orchard Ave	Bell	CA	90201

AT&T Dedicated Internet with Managed Router

Bandwidth	Access MRC	Port	Port MRC	Total MRC	Total NRC
1 Gbps	\$786.80	1 Gbps	\$600.00	\$1,386.80	\$0.00
1 Gbps	\$1,393.00	10 Gbps	\$1,100.00	\$2,493.00	\$0.00
2 Gbps	\$1,718.64	10 Gbps	\$1,100.00	\$2,818.64	\$0.00
5 Gbps	\$2,455.30	10 Gbps	\$1,100.00	\$3,555.30	\$0.00
10 Gbps	\$4,171.60	10 Gbps	\$1,100.00	\$5,271.60	\$0.00

Note: MRC = monthly recurring charge and NRC = non-recurring charge

E-rate Proposal for Magnolia Public Schools



AT&T Dedicated Internet, Unmanaged (customer use of own router)

Bandwidth	Access MRC	Port	Port MRC	Total MRC	Total NRC
1 Gbps	\$630.70	1 Gbps	\$600.00	\$1,230.70	\$0.00
1 Gbps	\$896.00	10 Gbps	\$1,100.00	\$2,493.00	\$0.00
2 Gbps	\$1,272.74	10 Gbps	\$1,100.00	\$2,818.64	\$0.00
5 Gbps	\$1,819.60	10 Gbps	\$1,100.00	\$3,555.30	\$0.00
10 Gbps	\$3,090.90	10 Gbps	\$1,100.00	\$5,271.60	\$0.00

Note: **MRC** = monthly recurring charge and **NRC** = non-recurring charge

CALNET Pricing for:

MSA-SD BEN 16056862

6525 Estrella Ave, San Diego, CA 92120

AT&T Dedicated Internet with Managed Router

Bandwidth	Access MRC	Port	Port MRC	Total MRC	Total NRC
1 Gbps	\$1,102.39	1 Gbps	\$806.47	\$1,908.66	\$0.00

Note: **MRC** = monthly recurring charge and **NRC** = non-recurring charge

AT&T Dedicated Internet, Unmanaged (customer use of own router)

Bandwidth	Access MRC	Port	Port MRC	Total MRC	Total NRC
1 Gbps	\$1,102.39	1 Gbps	\$646.47	\$1,748.86	\$0.00

Note: **MRC** = monthly recurring charge and **NRC** = non-recurring charge

- Service Includes 15 Primary & 15 Secondary DNS at no additional cost
- Pricing includes installation of service to MPOE only (customer responsible for Inside Wiring)
- Pricing does not include taxes/surcharges. *Taxes approximately 10%*
- \$0 Special Construction at no additional cost (if needed at listed locations)
- Customer required to maintain analog line dedicated for router testing, diagnostics, troubleshooting, etc...

E-rate Proposal for Magnolia Public Schools



Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	143001192

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and assumes use of AT&T contract documents and an E-Rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.



CYTRANET

CONNECTING TODAY, EMPOWERING TOMORROW

YOUR CUSTOM PROPOSAL

1400 Montlimar Drive
Suite A
Mobile, Alabama 36609
Tel: 251-308-5000
Fax: 251-308-1333
www.cytranet.com
info@cytranet.com



Cytranet is honored to be given the opportunity to present this proposal to your organization. We have reviewed and accept all the terms and conditions of the request.

Cytranet is in the business of making connections. We recognize the value of matching the right people with the right company, and we take the same approach with our communication service. There are many companies that can provide a dial-tone, but we believe that you deserve a partner that takes your agency as seriously as you do, and that starts with the right connection.

Having read and evaluated your Request for Proposal, we are confident that Cytranet cannot only meet your requirements but also exceed your expectations in multiple areas — ranging from communication infrastructure and carrier-grade quality of service to technical support and customer service. We call it Amazing Support and we look forward to delivering it to you.

We started this company to provide what we call Amazing Support to our customers, and we have spent the last ten years building a culture around that concept. We knew early on that the only way to become a leader in the Unified Communications industry is to provide the best service possible to our customers. Technical innovation features, and ancillary services are very important in this industry, and we devote a large amount of resources to R & D. We believe that innovation within the service part of our organization is equally as important. In fact, by applying the concept of Amazing Support to all parts of the business, we have been able to create a company that puts the needs of our customers ahead of anything else.

Naturally, Amazing Support means that our customer service and support departments are second to none. But we take Amazing Support much further than that. In our Infrastructure and IT department, Amazing Support means only using Tier 1 class telecommunications hardware and software from vendors including Acme Packet, Oracle, Cisco, HP and Brocade. It also means co-locating our platform in Carrier-Class data centers that are geographically protected from natural disasters, located on multiple power grids, have provided 99.999% uptime for at least five years, and served by at least ten diverse fiber providers.

Please review the pricing information we provide below. If you have any questions about this response, the company Cytranet, or the services we provide, please do not hesitate to contact me directly.

Very truly yours,

A handwritten signature in blue ink, appearing to be "C. Chase Nelson", written over a light blue horizontal line.

C. Chase Nelson
Director

CYTRANET

Mobile, AL



COMPANY HISTORY

Cytranet is one of the leading providers of voice, data, cloud, and managed IT services in the Southeast, as well as having a nationwide reach. Supporting over 1,000 businesses, nonprofits, and government agencies of all sizes, Cytranet is the most experienced provider of technology services in the region. Based in Mobile, AL and Phoenix, AZ, we offer single-source solutions that support the latest in Voice and IT Services. We serve our clients' local to global locations. Our technology experts design, deliver, and manage end-to-end solutions. For example phone service, fiber internet, networks, equipment, data centers, monitoring, managed Wi-Fi and support.

For over 10 years, Cytranet has provided personalized support, and we take great pride in our clients' testimonials. Our experienced staff is accredited by leading technology providers, and our on-time delivery and 24x7 support consistently earn accolades from our customers. We are focused on your success.

Cytranet specializes in a wide range of services, including tailored voice and data networks, and IT services and solutions for medium size businesses and enterprises nationwide. We are committed to providing each and every one of our clients with high quality service and support. Our unique team is incredibly friendly and can help you every step of the way in growing your business. We expertly combine our services in order to provide you with customized help and support, so you only get what you need and what you want. Our innovative approach starts with a thorough investigation of your company's needs to succeed so that we can ensure a perfect fit with you and our services.

Cytranet's clients benefit greatly when they choose to partner with us. Not only will you have more energy and time to focus on your business while we handle your voice, data, and IT needs, but you will experience happier and more productive employees, too. Let us help you open the doors to more technology so that your network will always perform to your standards and that your company will be able to outperform its competitors with ease. Rest assured knowing that your voice and data services are optimized, maintained, and protected – because guaranteeing your business's technology runs smoothly is our top priority.



CONFIRMATION OF COMPLIANCE

Cytranet is nationally recognized as a leading provider of Hosted VoIP, SIP, PRI, Video, and Unified Communications. Cytranet is also ranked #1 in reliability and customer service and is one of the fastest growing companies in the VoIP industry. Cytranet's intuitive online platform allows for an unlimited number of VoIP features, all for a single, predictable monthly price. Cytranet has reviewed all of the specifications of this request, and believes that it is truly the best provider to be able to meet all of the objectives and goals of this request.

The following products and features distinguish Cytranet Communications above all competition in the communications marketplace:

Platform Ownership. Cytranet has developed—and has full ownership and control of—our proprietary Cytranet platform and all attendant cloud architecture and software. Ownership of the Cytranet platform provides for rapid application development and extremely fast turnaround on technical support issues. It also allows for more flexible pricing, as Cytranet isn't obligated to any third-party developers. Cytranet's elite team of developers and telecommunications experts has broad experience and a deep understanding of VoIP and the underlying technologies. This pool of expertise greatly strengthens the stability of the firm.

Experienced Staff. Platform ownership ensures that Cytranet is qualified and committed to supply your organization with the technology it deserves. This capability not only includes matters of maintenance but also future systems enhancements. Cytranet has already gained recognition for developing many vertical-specific features tailored to the various segments of Cytranet's client base. These features include functionality such as Emergency Outbound Notification for K-12 school districts and Broadcast Paging for food services. Our skilled engineers are passionately dedicated to maintaining system performance for our clients. Cytranet's system is backed by an aggressive Service Level Agreement (SLA), which is included in this response.

Related Experience. Cytranet has performed many of the largest true Hosted VoIP installations currently deployed throughout the US. Cytranet has garnered impressive experience in several government deployments. These deployments differentiate Cytranet above its SMB-focused competitors. For example, Cytranet recently deployed our Hosted VoIP solution in a large MLB baseball stadium, as well as in a large hospital system with over 1,000 users.

Inclusive Pricing. Cytranet has a unique pricing strategy. Our all-inclusive pricing covers the full spectrum of both classic and advanced features in its hosted VoIP suite. Cytranet does not charge additional fees for unlimited auto-attendants, voicemail boxes, ring groups, queues, schedules, user groups, or dial-plans. Nor does Cytranet charge for features such as Virtual Fax, Call Center, Conference Bridges, et cetera. Many providers charge additional fees for many of these services or restrict the number allowed.

Industry Leading Reliability. Cytranet's up-time and reliability lead the hosted VoIP industry. Many of providers experience frequent—and often prolonged—outages, impacting telecommunications clients with serious consequences. Often such outages are caused by lack of engineering resources or lack of deep product knowledge. In contrast, the Cytranet platform has full-mesh redundancy, geographic diversity, and a skilled team of intelligent engineers dedicated to maintaining system performance for all Cytranet clients.



NOTABLES

- Cytranet's SLA's meet or exceed the **99.99%** requirement of this bid.
- Cytranet has excelled at its performance as a premier tier-level carrier; with **99.99% uptime** delivery ratio, and **99.999%** availability.
- Cytranet is satisfied and will meet the general terms and conditions set forth in the proposed RFP.
- Cytranet is considered a Small Business and Small Disadvantaged Business (SB & SDB), and is Minority Owned.
- Cytranet Support is 24X7X365. Support tickets may be submitted via phone toll-free 877-358-9390, Support@cytranet.com, live chat www.Cytranet.com.

Dedicated Fiber Internet

100mb/100mb

\$709/month - \$550 installation

250mb/250mb

\$1065/month - \$550 installation

500mb/500mb

\$1368/month - \$550 installation

600mb/600mb

\$1467/month - \$550 installation

1000mb/1000mb

\$1515/month - \$550 installation

5000mb/5000mb

\$3111/month - \$1250 installation

10000mb/10000mb

\$4353/month - \$1250 installation

IP addresses included at no charge, up to 128 block. Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed. Prices are per individual circuit.

Point-to-Point MPLS Fiber

1000mb/1000mb

\$1900/month - \$550 installation

10000mb/10000mb

\$2500/month - \$1250 installation

Prices are for complete circuit (both locations). Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed.

Voice

PRI (23ch) – Unlimited Local & LD

\$399/month - \$550 installation

Analog Line – Unlimited Local & LD

\$29.99/month - \$50 installation

Hosted Phone Seat – Unlimited Local & LD

\$29.99/month - \$50 installation

SIP Trunk Channel – Unlimited Local & LD

\$19.99/month - \$50 installation

Each line includes a single DID, additional DIDs billed \$1 each. Toll-Free numbers billed at \$0.04/minute. Taxes, fees, surcharges of up to 17.5% may be assessed.

Managed Network

Gigabit Router with Integrated Firewall

\$299/month - \$349 installation

48-port Gigabit PoE+ Switch with 4 SFP ports

\$199/month - \$249 installation

802.11ac Wave 2 Cloud-Managed WiFi Access Point

\$39/month - \$149 installation

Gigabit Router with Integrated Firewall with Unlimited LTE Backup Plan

\$399/month - \$349 installation

SD-WAN Appliance with Traffic Shaping & Failover

\$199/month - \$149 installation

Managed 12-port Auto-Reboot Power Appliance

\$99/month - \$149 installation

Cable Drop CAT6 (Labor Only)

\$149 installation

Data Center/Cloud Services

42U Full Rack, 15A Power, 1000M Internet, 64 Public IPs

\$1999/month - \$599 installation

21U Half Rack, 15A Power, 1000M Internet, 64 Public IPs

\$999/month - \$399 installation

Exchange-compatible Email Mailbox with 25GB Storage

\$9.99/month - \$25 installation

Data Backup of VMware or Hyper-V Servers with 60 Day Retention

\$2/GB/month - \$999 installation

Data Backup of Files with 60 Day Retention

\$1/GB/month - \$499 installation

Web Content Filtering

DNS-Based CIPA compliant filter

\$0.09/student/month - \$499 installation

FCC Form 473

Do not write in this space.

Approval by OMB
OMB Control No. 3060 - 0856
Estimated time per response: 1.0 hours

Please read instructions before completing.

**Universal Service for Schools and Libraries
Service Provider Annual Certification Form**

(To be completed by Service Provider)

Block 1: Service Provider Information**1. Service Provider Name****Accelerated Technology Services Group LLC****2. Service Provider Identification Number (SPIN)****143051061****3. Funding Year:****July 1, 2018 through June 30, 2019****4. Contact Name****Chase Nelson****5. Complete Mailing Address of Contact Person****Street Address, P.O. Box or Route Number****1400A Montlimar Dr****Mobile****AL 36609****City****State Zip Code****6. Telephone Number with Area Code****251-308-5000****7. Fax Number with Area Code****251-308-1333****8. Email Address****cnelson@cytranet.com****Block 2: Certification**

I declare under penalty of perjury that the foregoing is true and correct: I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.

10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.

11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.

12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).

13. I certify that the invoices that are submitted by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472) are accurate and represent payments from the Billed Entity to the Service Provider for equipment and services provided pursuant to E-rate program rules.

Internet Access

The Importance of Being Well-Connected

Internet Designed for Enterprises

Enterprise businesses today require the most reliable, scalable and cost efficient way to connect to the public Internet.

Cytranet delivers enterprise grade internet services over a wide range of access options, features and price points to fit your business needs.

Serving the Distributed Enterprise

Reliable and affordable connectivity for your business locations everywhere:

- Nationwide Points of Presence
- Extensive fiber infrastructure
- Metro footprint / On-net Locations
- Private Peering with major Internet backbones
- Inter-connecting with major providers of:
 - Telecom
 - Cable
 - Fiber
 - Ethernet
 - 4G/LTE Wireless

Flexibility to Meet Your Needs

Terrestrial and wireless options:

- Ethernet – 10Mb, 100Mb, 1Gb, 10Gb
- Cable/DOCSIS
- Fiber to the Internet (FTTI)
- TDM (T1 & NxT1)
- DSL
- 4G LTE Wireless

Trusted Network Security

In-house security expertise with services to protect your brand.

- Premises Firewalls with SPI and IPS
- SIEM and Log Management
- IPsec VPN and Hybrid Networks
- Application Control
- Content Filtering
- PCI DSS Solutions

Services

- Rapid activation intervals
- Multiple access options
- Flat rate and usage based options
- Full suite of managed security services
- 24 x 7 network monitoring management and technical support
- Industry-leading SLA's

Benefits

- Improve customer experience
- Protect your brand
- Reduce costs

Internet Access



Connect to Cytranet IP Services

Leverage our portfolio of IP services.

- Hosted Voice Services
- Secure WiFi & Analytics Services
- IPsec VPN and Hybrid Networks
- MPLS Networks
- Application Performance Optimization

Engineered for Enterprises

Cytranet manages for peak bandwidth utilization, and when traf c exceeds pre-set thresholds, capacity is rapidly increased to avoid congestion.

Industry leading network reliability combined with robust national infrastructure ensures low latency and jitter for reliable voice and video applications.

Comprehensive Set of Features & Options

- Managed Network Services
- Utilization monitoring via portal
- Professional Installation
- Public IP allocations to meet customer requirements
- Primary and secondary DNS registration/hosting
- Web and e-mail hosting services
- Border Gateway Protocol (BGP)
- Network Access Translation (NAT) to conserve scarce IPv4 addresses
- Network redundancy and diversity

Contact us at 1-877-358-9390
www.cytranet.com



AT&T Switched Ethernet ServiceSM

Mission-critical performance. Affordable and scalable.

Run demanding applications

Create a foundation for dependable, lightning-fast performance. As your business evolves and new opportunities emerge. Ethernet can change with you-while providing exceptional protection and continuity across many different locations.

AT&T Switched Ethernet ServiceSM helps ensure the delivery of critical voice, data and video applications to offices around a metro area. Switched Ethernet uses fiber optic or copper technology to connect each office to AT&T's highly secure and reliable core Ethernet network.

Intelligent network management

With AT&T, you gain a managed network that helps ensure peak

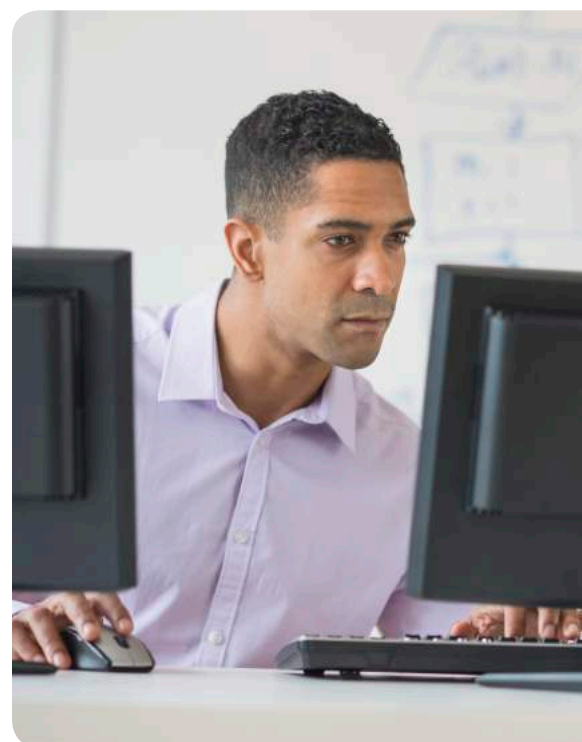
performance for your most vital and delay-sensitive applications. It prioritizes data traffic, allowing the right information to arrive at the right time, giving users a richer, more immersive experience.

Continuity on your terms

Speed, performance and security are backed by AT&T's stringent service level agreements, providing the stability and continuity your business demands.

Taking you beyond the metro network

We have enhanced AT&T Switched Ethernet Service to connect your locations* in the same state or in different states.



*AT&T Switched Ethernet Service is available (where facilities permit) in the service areas of the AT&T local telephone companies in the following states: California, Nevada, Kansas, Oklahoma, Arkansas, Texas, Missouri, Wisconsin, Illinois, Indiana, Michigan, Ohio, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Not all locations or configurations of AT&T Switched Ethernet Service ports can currently support the creation of interLATA EVCS, so this capability may not be available in all areas or for all ports.

Potential benefits

- Simplified architecture enables multiple applications on a single network
- Cost-effective scalability delivers greater return on value
- Flexibility and high performance meets changing business needs
- High reliability helps ensure business continuity

Features

- Supports 5 Mbps to 1 Gbps application performance for point-to-point, and up to 10 Gbps at any hub
- Expands business capabilities with point-to-point, point-to-multipoint or multipoint configurations
- Allows unique destinations and priority for each application or department through Virtual LAN connections
- Connects locations together as one virtual LAN and virtual private lines from remote locations to the corporate data center

For more information, contact us:
Cytranet
(251) 308-5000 • sales@cytranet.com



© 2017 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change.



CARRIER & NETWORK LIST

CARRIERS

(FMT1 and FMT2)

AT&T

CenturyLink

Comcast Business

Level3

Electric Lightwave (Optic Access)

Paxio

XO Communications

Zayo (Above.net)

INTERNET EXCHANGES

(FMT1 and FMT2)

SFMIX 12276

AMS-IX Bay Area 62981

Fremont 1 (FMT1)

760 Mission Court

Fremont CA 94539

Company	ASN
Applios Inc	6565
Beijing Internet Institute	45275
CentralNic Ltd	60890
CentralNic Ltd	199330
Connections Hub Tech.	133194
EMnify GmbH	60044
Fire2Wire	11191
Hurricane Electric, LLC	6939
Intelishift Technologies	36685
Mother Lode Internet	20377
Netregistry Pty., Ltd.	24446
RackCorp	56038
Safe DNS, Inc.	57926
Tekify Broadband	46886
Vodafone US Inc	26641
Zinnia Networks, Inc.	11203

Fremont 2 (FMT2)

48233 Warm Springs Blvd.

Fremont CA 94539

Company	ASN	Company	ASN
Altiora LLC	395026	Mimosa Networks	62786
Amernet	4965	NapaNet	8046
Arista Networks Inc	55064	NIC.br	11644
Best Rate Information Tech	62662	NoAccess / SONN	15096
BizFu	11893	OARC Inc (DNS-OARC)	64238
C&B Internet Services, LLC.	30217	Octeth, Inc.	393807
California Broadband Services	54648	Outofwall, Inc.	27418
Cat Networks Hong Kong Ltd.	393884	Parlor.fm	33036
Cluecentral	31064	Planisys Corp	52438
Coastside Net	19306	Raapid Technical Services LLC	30708
Conexim Australia Pty, Ltd.	132873	Rack Foundry Inc.	54197
Console Inc.	19330	Rayservers GmbH AG	262144
Coplogic, Inc.	54333	Red Shift Internet Services	7735
Cyberworld Data Center Co.	132412	Redraw Internet	31595
Eblulite	394648	San Mateo Regional Network	19355
EIS Group Inc (Exigen Ins. Sol.)	16830	Scale Genius Inc	203282
Etherweb Network	63450	Sipartech	8309
EZ Network Systems, Inc.	7412	SkyScape Networks	46600
Farsight Security, Inc	393667	Smarter Broadband Inc	46276
Fork Networking, LLC	46841	Softcom Internet Comm. Inc.	13427
Funke Internet Services	34764	Solid Tools Technology, Inc.	54288
Goruck, LLC.	26679	Soprado GmbH	20546
Heliacal Networks	33309	Tornado Computer Systems	22395
Heliacal Networks	198362	Trijit Corporation	11301
Heliacal Networks/McKay.com	50763	Trijit Corporation	59171
Hostroket Com Inc.	62756	Trijit Corporation	59261
Hurricane Electric, LLC	6939	Trijit Corporation	134267
HyperDSL, Inc.	53409	Turtle Systems, LLC.	6379
Invite Networks Inc	16783	USWired	46278
IT7 Networks, Inc.	25820	Velocity Inc	62728
IX Reach - IIX	43531	Vista Broadband Networks, Inc.	22667
King Servers	14576	Vodafone US Inc	26641
Linode	63949	Volt Broadband	62809
LTY Connect	394144	Vom.com	54968
MHO Networks	14755	WillitsOnline.com	11472
		ZScaler	53813

2016 Oct 26



Dedicated Fiber Internet Service Level Agreement
Excludes hybrid-fiber such as DSL or Coaxial connections

SERVICE LEVEL AGREEMENTS (“SLA”). This sets forth the SLAs applicable to the Service and the service credits available to Customer (“Service Credit”). The monthly measured SLA attributes are effective as of the first day of the second month after initial installation of a Service.

COMPONENTS INCLUDED

All relevant components of the Cytranet / Underlying Carrier IP Network (e.g., POPs, routers and circuits) are subject to this SLA, and components of other Internet backbone providers (“Off Net”) are subject only to the Latency SLA as described herein. Local access/connection facilities (i.e., the local loop or tail circuits) (“Local Access”) used to access the Cytranet / Underlying Carrier IP Network or partner networks and any Customer equipment are not included as components of the Cytranet / Underlying Carrier IP Network for purposes of this SLA; provided, however, solely for purposes of the “Network Availability SLA,” the components of the Cytranet / Underlying Carrier IP Network shall include any Local Access provided by Cytranet / Underlying Carrier, but shall specifically exclude any Local Access furnished or ordered directly by Customer from a third party.

“Intra U.S.” refers to the Cytranet / Underlying Carrier’s IP Network. The “Intra U.S. - Off Net” Latency SLA refers to the latency between the Cytranet / Underlying Carrier IP Network and Off Net providers.

NETWORK PORT AVAILABILITY

Network Port Availability measures “Network Downtime” versus “Network Uptime.” Network Downtime is based on periods when a particular Intra U.S. DIA port of Customer is unable to transmit and receive data, and Network Uptime includes all other periods. Network Downtime is recorded in the Cytranet / Underlying Carrier’s IP Network trouble ticket system, and is measured from the time Customer opens a trouble ticket in the Cytranet / Underlying Carrier’s trouble management system to the time the Intra U.S. Affected Service is again able to transmit and receive data according to Cytranet / Underlying Carrier’s records. “Affected Service” refers to the DIA port that fails to meet the relevant SLA.

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for credit equal to [1/720 x Customer Recurring Monthly Charges for applicable service(s)].

LATENCY

The average network delay (“Latency”) will be measured via roundtrip pings on an ongoing basis every five minutes to determine an average monthly performance level for Latency at the relevant POPs.

Latency = Σ (Roundtrip Delay for relevant POP-POP trunks)/(Total Number of relevant POP-POP trunks)

APPLICABLE COMPONENTS	GOAL	LATENCY / REMEDY ^{1,2}	LATENCY / REMEDY	LATENCY / REMEDY
Intra U.S.	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
Intra U.S. - Off Net	95 ms	96 – 105 ms = 10% of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC

PACKET DELIVERY

Packet Delivery will be measured on an ongoing basis every five minutes to determine an average monthly performance level for packets delivered between the relevant Intra U.S. POPs

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	99.50 %	99.01% - 99.49% = 10% of MRC	90.00% - 99.00% = 25% of MRC	less than 90.00% = 50% of MRC

JITTER

Jitter measures the Intra U.S. interpacket delay variance and packet loss in the Cytranet / Underlying Carrier IP Network, and is measured on an ongoing basis every five minutes by generating synthetic user datagram protocol (UDP) traffic.

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	2 ms	2.1 – 3 ms = 10% of MRC	3.1 – 4 ms = 25% of MRC	Greater than 4 ms = 50% of MRC

¹ The term “ms means milliseconds.

² All MRCs in the SLA tables refer to the MRC of the Affected Service

DISTRIBUTED DENIAL OF SERVICE

A "Distributed Denial of Service" attack ("D/DoS") is characterized by an explicit attempt by attackers to prevent legitimate users of a service from using that service. Examples include attempts to (a) "flood" a network, thereby preventing legitimate network traffic; (b) disrupt connections between two machines, thereby preventing access to a service; and (c) disrupt service to a specific system or person. Not all service outages, even those that result from malicious activity, are necessarily D/DoS. Other types of attack may include a D/DoS as a mere component and may not be included in this SLA.

APPLICABLE COMPONENTS	GOAL	REMEDY
Intra U.S.	15 minutes from moment described in next column	Cytranet / Underlying Carrier's failure to implement a null route on an affected destination IP address within the Goal after Cytranet / Underlying Carrier concludes that a D/DoS is occurring, and has received permission and all necessary information from Customer to implement a null route, will qualify Customer for 1 days charges pro-rated from the applicable MRC of the Affected Port, at a maximum of one such credit per day.

INSTALLATION GOAL. For Service in the Intra U.S., Cytranet / Underlying Carrier's goal is to install related Local Access ordered under a different Cytranet / Underlying Carrier Exhibit by Customer within the following timeframes: DS-1 = 30 calendar days, DS-3 = 45 calendar days, OCn = 75 calendar days.

REMEDIES

General. Service Credit requests must be made within fifteen (15) calendar days from the date the outage occurs or date where goals for latency, packet delivery, or jitter are not met, to Cytranet at: Billing Department, accounting@cytranet.com, and must be accompanied by a Cytranet trouble ticket issued by the Cytranet Network Operations Center (NOC). A Service Credit shall be applied only to the month in which the event giving rise to the Service Credit occurred. The maximum Service Credits issued in any one calendar month shall not exceed: (a) seven days' charges pro-rated from the MRC of the Affected Service with respect to Network Port Availability, and D/DoS, collectively; or (b) fifty percent (50%) of the MRCs of the Affected Service with respect to the other SLAs. Notwithstanding anything in this Exhibit I to the contrary, under no circumstances shall the total Service Credit, in the aggregate for all Service Credits issued in one month, exceed the equivalent of fifty percent (50%) of the MRCs for the Affected Service.

Exceptions. Service Credits shall not be issued where the Service is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents, or End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Cytranet / Underlying Carrier; (c) Force Majeure Events; (d) scheduled service maintenance, alteration, or implementation; or (e) the unavailability of required Customer personnel, including as a result of failure to provide Cytranet / Underlying Carrier with accurate and current contact information.

MAINTENANCE

Normal Maintenance. Cytranet / Underlying Carrier will endeavor to perform Normal Maintenance (or nonemergency maintenance) on the Cytranet / Underlying Carrier IP Network during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (a) upgrades of hardware or software; (b) upgrades to increase capacity; or (c) other pre-scheduled network activity that may degrade the quality of the Service or cause Service interruptions. Cytranet / Underlying Carrier will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. For purposes of this SLA, "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Cytranet / Underlying Carrier may change the maintenance window times upon posting to Cytranet / Underlying Carrier's website or other notice to Customer.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct Cytranet / Underlying Carrier IP Network conditions, requiring immediate attention. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Cytranet / Underlying Carrier may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Cytranet / Underlying Carrier shall provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

MTTR

MTTR. Cytranet / Underlying Carrier's mean time to repair objectives are (i) 4 hours for SONET equipment; (ii) 12 hours for fiber optic cable (per Bellcore Standard). Cytranet / Underlying Carrier's cable cut rate objective is 4.39 cable cuts /year/1,000 sheath miles (per Bellcore Standard).



bandwidth



Communications



EarthLink®



CYTRANET

CONNECTING TODAY, EMPOWERING TOMORROW



windstream



Broadvox™



inteliquent®



COMCAST



ONVOY

Tier-1 Carrier Interconnections



CenturyLink



COMMUNICATIONS Powered by BoardOnTrack



AT&T Partner Exchange®

Platinum Solution Provider



Enabling you to connect



HOSTED VOICE FEATURE LIST

- ✓ **“0” Out Queue Option** - Enables callers to exit a queue by pressing “0”, and be redirected to an operator, voicemail box or other specified phone number.
- ✓ **Additional Voice Mailboxes** - This independent voicemail package with a dedicated phone number can be used by one or many employees to check and receive voicemail messages in the office or on the road. The same mailbox also supports Fax messages for no additional charge.
- ✓ **Advanced Call Forwarding** - Define your own call forwarding rules. You can forward all of your calls to another destination, or just forward calls when your line’s busy, or when you don’t answer. Or, you can define criteria for certain incoming calls to be redirected to specified destinations.
- ✓ **Alternate Numbers** - Use any number of alternate phone numbers in addition to your main phone number. Assign one of four distinctive ring patterns for each alternate number.
- ✓ **Anonymous Call Rejection** - Reject calls from anonymous parties. The user’s phone does not ring and there is no indication of the attempted call. Callers are notified that the called party is not accepting calls from restricted callers.
- ✓ **Anywhere Calling** - Get one-number calling from any device. Your calls appear to originate from your VoIP number and all of your calls are routed through your Hosted Voice service. Make a call from any phone and it will route through your phone system, using your company’s caller ID.
- ✓ **Audio Conferencing** - Host audio conferences using a dedicated phone number for on-demand audio conferencing 24 hours a day, 7 days a week. No meeting IDs or PIN numbers, just instant conference calling by dialing a dedicated phone number.
- ✓ **Auto Attendant/Enhanced Auto Attendant** - Automated receptionist that provides a personalized message to callers with options for connecting to the operator, dialing by name or extensions, or connecting up to six configurable extensions. Additionally, Auto Attendant may be configured to provide separate business and after-hours greetings. Enhanced Auto Attendant provides all the features of Auto Attendant, and the ability to transfer to submenus.
- ✓ **Busy Lamp Field** - Plays the role of an attendant console on the phone of a user monitoring several lines on their phone. Typical application is for a receptionist that can see who is on the phone.
- ✓ **Call Analytics** - Maximize your efficiency by viewing your macro and micro phone-traffic patterns. These include data such as “mean/min/max” reports and time-of-day reports for all extensions and numbers, geography-based heat maps, and downloadable CDRs. Filters can be applied that sort data by call count, time of day, call duration, caller geography, call routing information, and more.
- ✓ **Call Center** – A complete, feature-rich Call Center Solution that offers automated, intelligent call distribution. It’s ideal wherever you need to manage heavy call volume including sales, customer support, and IT support.
- ✓ **Call History** - Call history can be accessed directly on the desktop handset or via the Reports tab in the web interface. Each handset include a call history of calls made, received, and missed. The portal contains call logs indicating what calls were made, how long they lasted, and which extensions were used. Users can also view outbound vs. inbound reports, toll-free and long distance usage, and location of incoming calls based on country and state. Additionally, users can search by extension, phone number, specific calls,

specific agents, etc. Call reports are customizable and include graphs and visual guides to make information readable at a glance.

- ✓ **Call Hold** - Place a caller on hold while you transfer them or you take some time to look up an answer to a question. Callers listen to your specified hold music until you engage them again by picking up the receiver.
- ✓ **Call Logs & Call Detail Records** - Displays records of the user's most recent incoming, missed, and outgoing calls and allows the user to click-to-dial any number on the logs.
- ✓ **Call Monitoring** - Monitor a current call on any extension or line without call interruption or intervention.
- ✓ **Call Park** - Hold a call and retrieve it from another phone within a group.
- ✓ **Call Pick Up** - Enables a defined user to answer any ringing line within their pick-up group.
- ✓ **Call Recording** - Record all inbound and outbound calls for one or more employees. The call recording feature improves call center management, customer service and training, while also helping businesses meet compliance regulations and reduce potential liabilities.
*Extra fee required
- ✓ **Call Return** - Call the last party that called you.
- ✓ **Call Transfer** - Transfer a call to a specific destination. The transfer can be blind, with third-party consultation or with three-way consultation. This allows you to get your customer where they need to go without forcing them back to a main menu. You can also transfer outside of your company or to any external number.
- ✓ **Call Waiting** - Answer a call while already engaged in another call.
- ✓ **Calling Line ID/Blocking** - Outgoing number and name can be revealed or blocked by the user.
- ✓ **Consultation Hold** - Put a caller on hold, call a third party, hang up, and resume the conversation with the caller.
- ✓ **Custom Hold Music** - Upload any WAV or MP3 file to become hold music.

- ✓ **Direct Inward Dialing** - Allows users to receive calls straight to their phone from local, national, or international numbers.
- ✓ **Directed Call Pick-up with Barge-In** - Answer (with permission) or barge-in on a call directed to another phone in the user's group. Useful for call centers.
- ✓ **Do Not Disturb** - Set status to unavailable; all incoming calls are treated as if the user is busy.
- ✓ **E911 service** - Local emergency operator assistance.
- ✓ **Extension Dialing** - Call co-workers within the company, regardless of location, using only a 2- to 6-digit extension.
- ✓ **Fax Messaging** - Incoming Fax messages use the employee number and are filed alongside voicemail. Fax messages are sent by email.
- ✓ **Find Me/Follow Me** - A combination of Simultaneous and Sequential Ring, it allows users to define how incoming calls are routed or forwarded to individuals or groups of inbound callers, ensuring that you receive important calls whether you're at your desk, on the road, or anywhere else.
- ✓ **Forwarding/Virtual Numbers** - Use as a basic dedicated forwarding service or as a market expansion line so that your business can enjoy a local appearance anywhere in the country.
- ✓ **Growth Reserved Numbers** - Prepare for growth by setting aside local numbers for new employees or hunt groups.
- ✓ **Hunt Groups** - Automatically distribute incoming calls to two or more extensions. Extensions may be dialed simultaneously or sequentially, and include options for simultaneous ringing and weighted distribution.
- ✓ **Individual Call Logs** - View thorough data including dates, times, duration, users, extensions dialed, and the final action of both incoming and outgoing calls from every extension.
- ✓ **Instant Group Call** - Instantly set up a conference bridge for up to 20 telephone numbers. Especially useful for an emergency or for recurring team meetings.
- ✓ **Intercom** - You can reach any colleague in any office and announce calls, visitors, and deliver quick live voice messages from your desk

phone. When intercom is enabled, the line will allow incoming intercom messages from other lines on your PBX. The intercom feature will trigger the receiving phone to automatically answer and put your voice on speakerphone unless the receiving phone is set to "Do Not Disturb."

- ✓ **Line Status Monitoring** - Enables a user—for example, a receptionist—to monitor a set of users within a business group by graphically displaying each user's status (busy, idle, do not disturb) and detailed call information. Part of Receptionist Seat.
- ✓ **Management Portal** - Administrators have control of all users across all office locations. No need to tie up your IT department or keep telephony specialists on staff. Administrators can chat with support; manage support tickets; port phone numbers from your previous provider; order new services and phones; access calling records; and pay your bill.
- ✓ **Message Call Back** - Respond to voice messages and faxes by calling the caller/sender directly from the system, removing the inconvenience of searching for and dialing numbers.
- ✓ **Message Waiting Indicator** - A stutter tone and a visual indicator signal the receipt of a new voicemail message or fax. Appears as a light on your phone indicating that you have a new voicemail message. You can continue to use these indicators, or opt to bypass them and only manage voicemail through your email inbox. It's up to you.
- ✓ **Missed Call Indicator** - Alerts you with a blinking green light whenever you miss an incoming call. This feature is independent of the voicemail-to-email feature.
- ✓ **Paging** - Allows users to quickly reach another colleague by communicating over the two-way speakerphone without waiting for a ring. Paging is particularly useful for brief, urgent messaging or for broadcasting announcements to several colleagues (or a department) at once.
- ✓ **Robocall Blocker** - Stop automated and illegal calls.
- ✓ **Secure Voice** - Customer has the option to deploy voice devices with SRTP and SIP to provide encryption for voice traffic.
- ✓ **Selective Call Acceptance** - Accept only calls that meet user configurable criteria based on

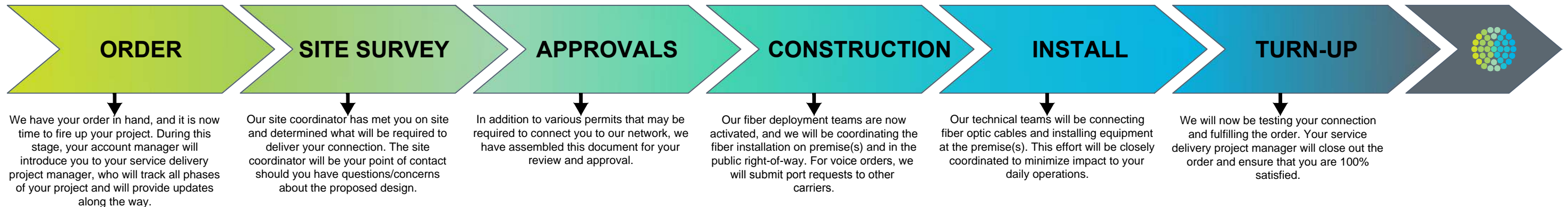
time of day, calling number, etc.

- ✓ **Selective Call Rejection** - Block calls that meet user configurable criteria based on time of day, calling number, etc.
- ✓ **Sequential Ring** - Avoid missed calls by having many phone numbers ring in a specified sequence when incoming calls meet specific criteria.
- ✓ **Shared Call Appearance** - Allows users to configure a second device for making and receiving calls with their account when they are away from their desks.
- ✓ **Simultaneous Ring** - Handle incoming calls more efficiently. Incoming calls ring up to ten phone numbers or extensions at the same time.
- ✓ **Teleworker Solution** - Enables a remote location to use an IP phone without the aid of a dedicated voice gateway.
- ✓ **Toll-Free Numbers** - Make it even easier for customers to contact you. Set incoming calls to ring to your auto-attendant, hunt group, call center, or any other extension you feel would benefit your business and your customers.
- ✓ **Vanity Telephone Numbers** - Gain mindshare with your customers with an easy to remember number like 1-800-FLOWERS.
- ✓ **Visual Voicemail** - View, play and read your voicemail and fax messages directly in your inbox. Combines Voicemail to Email which allows you to receive voicemails and faxes as email attachments and Voicemail Transcription which sends your voicemails transcribed as emails to your inbox. Faxes are included as PDF attachments.
- ✓ **Voice Messaging** - Customize personal greetings. Users can listen to, forward, delete, and save each received voice message. During playback, users can fast forward, skip, rewind, or pause messages.
- ✓ **Whisper** - One of three call monitoring modes available (see Call Monitoring, Spy Mode or Barge Mode). In this mode, a supervisor listening in on a call between a customer and an agent can speak to the agent live on the call without the customer being able to hear. This is helpful for training situations with new agents. Admins can set up permissions to decide who can monitor, giving department heads local permissions.

Service Timeline

Know what to expect before installation. You'll be kept aware of every step of the process. If there are any bumps in the road, your account manager and our service delivery team will work to make sure that the project stays on schedule. Feel free to reach out to your account manager with any questions, or if timeline dates need changing.

Doug Roberts
President, Cytranet

CUSTOMER INFORMATION

SAMPLE

TELCO REQUIREMENTS

REQ.	EXIST	CUST	UF	N/A
CONDUIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BACKBOARD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RACK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEDICATED POWER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROUND	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

POINT OF CONTACT

SAMPLE





Fiber Build Process Flow

- **Order Processing-** All project specifications are entered in our project data base. Each department assign role and responsibilities, project tracking begins at the department level.
- **Service Delivery Initial Assessment and Assignment-** Project Manager is assigned. General scope of work is reviewed with department heads.
- **Engineering-** During the Engineering stage, Engineers will determine the best (in terms of distance, economics, and strategic goals) route from the closest point of fiber backbone to the site. It will also determine if aerial, underground or a combination thereof is best. After the path has been chosen and all requirements determined, a rough sketch will go to our Computer Aided Drafting (CAD) department.
 - **Inside Plant (ISP) Site Walk** - Private property is surveyed by a Site Acquisition Coordinator. ISP's Site Walk will require access on the private property and building. Cytranet will coordinate with the Access Contact to schedule the Site Walk.
 - **Outside Plant (OSP) Right of Way Survey** - An OSP Engineer will walk the route to determine the most appropriate path from the meet point in the right of way to our existing network. Once the route is engineered, plans are sent to CAD for drafting of final plans before being submitted to the required Permitting Agencies.
- **Computer Aided Drafting (CAD)-** During this stage, plans and drawings are designed for our Construction Managers, crews and for permitting/Green Light Package submittal.
- **Permitting Stage (OSP Only)-** Request(s) for approval are sent to the appropriate permitting agencies for construction in the right of way. The timeframe it takes depends on each individual entity. Some entities are also required to do "make ready work" to prepare for Cytranet - which adds additional time to the permitting process. Third parties are involved and have their own schedule for completing prep work. Once all prep work, if required, has completed, and/or all permits are approved and received by Cytranet, the order will then move to the Construction stage and will be placed on the construction schedule.
 - Standard interval: Depends on the permitting agencies involved. Typically, between 45-120 days. The Service Delivery Project Manager will be able to provide a more specific timeframe once the specific permitting agencies are determined.
- **Green Light Package (GLP/ISP Only)-** The contents of this package represent the fiber installation proposal for the customer premise. The GLP must be returned with the property owner/manager's signature before Cytranet can begin any construction work.
 - Standard interval: ISP will send the GLP to the Order Contact as soon as the order moves out of CAD. This interval is dependent on Cytranet receiving a signed GLP from the property owner/manager.
- **Ready to Construct stage (RTC)-** When the GLP and all permits have been approved and received, the project moves to an RTC stage where it will be added to the construction schedule.
- **Physical Construction-** After the project has been placed on the construction schedule, locates are called in and all utilities marked by the appropriate entities (48 hours is the minimum wait time). This is for the purposes of Cytranet knowing where other utilities (water, gas, sewer, etc.) are to be sure they are not damaged during boring or trenching. Once locates are complete, Cytranet will start construction and will then perform all the necessary boring, trenching, conduit installation, and/or hanging of fiber along the pole line, hand holes/man holes set, fiber pull through conduit to hand hole/man hole and restoration of property to previous condition or better (if boring or trench work was needed).



- **Ready to Splice (RTS) stage-** Once all construction is complete, the splicing group within ISP will place the project on their splicing schedule. After fibers have been spliced into the Cytranet network, the project will be passed off to our Network Engineering team.

- **Pending Network Engineering-** During this stage, our Network Engineering department will perform circuit writing and testing. Once this is complete, your Service Delivery Project Manager will send an FOC email notification stating the anticipated date for install and circuit activation. The order will then move to our Operations and Circuit Management departments for equipment install and onsite testing.
 - Typically, FOC is set for 7 business days from the “Engineering Complete” date.

- **Pending Operations-** An install tech will complete the final equipment install and circuit testing at the customer premise. Your Service Delivery Project Manager will then send you a Circuit Completion email notification stating that the circuit is ready for use.

United States of America

United States Patent and Trademark Office

Cytranet

Reg. No. 5,191,036

Registered Apr. 25, 2017

Int. Cl.: 38

Service Mark

Principal Register

Accelerated Technology Services Group, LLC (ALABAMA LIMITED LIABILITY COMPANY)

PO Box 81631

Mobile, AL 36689

CLASS 38: Internet telephony services; Telecommunications services, namely, wireless telephony and wireless broadband communications services for the transmission of voice and data

FIRST USE 6-22-2014; IN COMMERCE 6-22-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-181,358, FILED 09-23-2016

SIDDHARTH JAGANNATHAN, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office



Company ID Number: 468942

Client Company ID Number: 886994

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer ATSG LLC	
Name (Please Type or Print) <i>Doug Roberts</i>	Title <i>President</i>
Signature <i>[Signature]</i>	Date <i>6-17-15</i>
E-Verify Employer Agent Alabama State Law Enforcement Agency	
Name (Please Type or Print) Donyelle Marshall	Title
Signature Electronically Signed	Date 06/17/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C No. Ext): (800) 688-1984 FAX (A/C. No): 877-826-9067 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Accelerated Technology Services Group LLC 1400A Montimar Dr, Mobile, AL, 36609															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">PER STATUTE</td> <td style="width: 50%; text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability (Errors and Omissions)			G45731633 001	10/8/2018	10/8/2019	Occurrence/Aggregate \$1,000,000 / \$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers NAIC # 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	---

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	003L806107	10/2/2018	10/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------	---

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

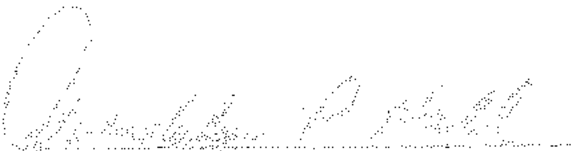
POST IN A CONSPICUOUS PLACE LICENSE IS NOT TRANSFERABLE

Issued to:

CYTRANET T5
1400 MONTLIMAR DRIVE
SUITE A
MOBILE, AL 36609

ISSUE YEAR	ISSUE NO.
2018	106627
ISSUE DATE	EXPIRES
05/09/2018	12/31/2018

561110 MANAGEMENT/CONSULTING/P R SVC



City of Mobile, Alabama
City of Mobile, Alabama

City of Mobile, Alabama

006396



1080

CYTRANET T5
1400 MONTLIMAR DR STE A
MOBILE AL 36609-6513



SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 080549622
Functional Area: Entity Management, Performance Information

ENTITY	Accelerated Technology Services Group LLC	Status: Active
DUNS: 080549622	+4:	CAGE Code: 86GH8 DoDAAC:
Expiration Date: Sep 26, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 1400 MONTLIMAR DR # A		
City: MOBILE	State/Province: ALABAMA	
ZIP Code: 36609-6513	Country: UNITED STATES	



SERVICE LEVEL AGREEMENTS

IP

This SIP Service Level Agreement (“SLA”) is incorporated into the Quote executed by Cytranet and Customer for SIP Services and sets forth the specific terms and conditions under which Cytranet shall supply the SIP Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

Terminology

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Circuit refers to a path or physical link between two points over which data is passed.
- Customer Network refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.
- Customer Premise/Service Address refers to the physical address (as stated in the Purchase Agreement) where the Cytranet has been requested to provide services.
- Customer Premise Equipment refers to Equipment that Cytranet has deployed at Customer Premise to enable a service.

Service Description

General

Cytranet will provide SIP service in conjunction with ported or new DID service as well as Toll Free Service. Each SIP Trunk equals one call path. Local Calling areas for SIP service will follow the out pulsed DID number and match the LEC local calling area. Service will be delivered in the form of a dedicated Cytranet Connectivity circuit(s) engineered by Cytranet, which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer over a Connectivity circuit utilizing a Cytranet Managed Router.

The following features are included in the SIP Service:

- **Monitoring** – Cytranet performs monitoring of Service availability as a whole. If service is unavailable, Cytranet support personnel are notified immediately and will begin efforts to restore service.
- **Direct Inward Dial or DID** – An individual Direct Inward Dial phone number may be provided by Cytranet. Cytranet may either provide a new DID, or if the customer has existing local phone numbers, Cytranet will port those numbers onto the Voice platform. Cytranet cannot guarantee ability to port existing numbers. Cytranet does not allow a customer to out pulse a non-Cytranet assigned DID.



SIP Service Level Agreement

- **Directory Listing** – Cytranet will procure a listing in local phone company directories. Directory Listing may not be available for all DIDs. Customer must purchase Directory Listing through Cytranet on ported numbers; failure to do so will result in customer directory listing being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.
- **Calling Service (Inbound/Outbound)** – Cytranet will provide access to calling plans as contracted by Customer.
 - Local – Service includes local calling area calls. NOTE: Cytranet is not authorized by the FCC to use this service as a toll by pass mechanism.
 - Domestic Outbound Long Distance – Rate stated on the Service Quote Agreement; billed in 6-second increments; no rounding on a per-call basis.
 - Domestic 800 Service – Domestic 800 services will be billed monthly at usage rates described in the Services Quote Agreement.
 - International Long Distance – International Long Distance is available based on current rate tables.
 - Directory Assistance – Directory assistance is available based on current rate tables.
 - Operator Assistance – Operator assisted calls are available based on current rate tables.
- **911 Service** – 911 Service is delivered to a Customer location via VOIP 911 Service. Customer acknowledges that it is the irresponsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service.

Cytranet will not be responsible if 911 Service is unavailable due to the Cytranet provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 Service after Service installation and periodically throughout the duration of Service and to notify Cytranet if any issues are noted with 911 Service.

Customer agrees to cooperatively test 911Service and share the results of such testing at the request of Cytranet.

If Cytranet requests testing of 911 Service and does not receive confirmation within one (1) business week that such testing has been performed, then Cytranet reserves the right to dispatch a technician to perform testing of 911 Services and Customer agrees to be liable for the cost of such testing.

Cytranet reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not qualify for SLA credit nor relieve Customer of contractual obligations of Service.

Cytranet will register all phone numbers at the street address provided based on the Service address for each phone number.

Customer agrees not to hold Cytranet liable for the result of incorrect 911 geographic location information, including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911Service.



SIP Service Level Agreement

Cytranet reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 Service.

Cytranet will provide either basic 911 or E911 Service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA).

With E911 Service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911.

With basic 911, the local emergency operator answering the call will not have the call back number or location. Cytranet will not provide this service to areas where basic 911 or E911 Services are not available.

Additionally, Cytranet will not be held responsible for any inability for E911 Service operators to properly locate Customer due to changes to the calling line ID phone number in the Cytranet Voice Management Portal.

Cytranet will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the Cytranet voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system.

As additional local emergency centers become capable of receiving enhanced information, Cytranet will automatically upgrade Customer with basic 911 to E911 Service. Cytranet will not provide notice of the upgrade.

Cytranet 911 and E911 Services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 Service, the failure of Geo-coding or address validation, will not allow Cytranet to process the error records in real time and Cytranet will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems.

The service is predicated on using primary wire line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that Cytranet is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire-line Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. Customer acknowledges that it is possible that the emergency



call may not be able to be delivered to the PSAP due to network and systems issues outside of Cytranets' control.

Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that Cytranet has no further ability to assist the caller and Customer agrees to indemnify and hold harmless Cytranet from all third party claims arising from such circumstances.

- **Calling Line ID Delivery** – Calling Line ID Delivery, also known as “Caller ID” is a telephone service that transmits a caller’s telephone number to the called party’s telephone equipment during the ringing signal before the call is answered. Where available, the caller ID can also provide a name associated with the calling telephone number.

Levels and Offerings

SIP is offered at a single level of service, however, Customers can opt for the different Service Options listed below.

Availability Dependencies

The availability of Service is dependent on the existence of a suitable network transport from Cytranet to User(s). Cytranet also reserves the right to limit Service availability in the event that necessary Service Components are either unavailable or unattainable at a reasonable cost to Cytranet.

The availability of the Service is also dependent upon the following:

- It is the Customer’s responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, work stations, servers and operating systems.
- The availability of this service is dependent on available space, power, hardware and available network connectivity within a given data center.
- Cytranet Connectivity is required for the SIP Service.
- Director-level approval is required for SIP termination to non-Cytranet supported existing phone systems.

Limitations

Customer agrees that Cytranet is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the Cytranet Data Centers. Customer also agrees that Cytranet is not responsible or liable for any content sent using, or received from, the SIP Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third party intellectual property right.

- SIP Trunking local calling supports up to 2100 minutes of local usage per trunk, per calendar month. In the event that Customer traffic exceeds this limit in a given calendar month, Customer will incur a one (1) cent per minute charge for any overages.
- Fax Service is compatible with most G3 V.17 (14400baud) and V.29 (9600baud) fax machines. Service may not work reliably with Super G3V.34 fax modems. Cytranet will make reasonable efforts to ensure service works reliably with Customer’s existing fax machine. Customer agrees to set their fax machine to



a slower speed, if Cytranet feels necessary. Cytranet is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either Cytranet or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. Cytranet will not be financially liable for inability to provide reliable faxing over this product. If Cytranet is unable to provide reliable fax service over this product, Cytranet agrees to release Customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

- Toll Fraud – Cytranet does not monitor for toll fraud. All calls terminated across the Voice network will be billed at standard rates.

Cytranet will not be responsible for additional/excessive charges or overages incurred by the customer due to toll fraud, employee abuse, or improper business practices related to use of telephone services we provide, including but not limited to:

- Any customer owned equipment not managed by Cytranet that the customer has directed us to be included in their call setup/teardown paths.
- Any customer owned platform or operating system vulnerabilities or improper configuration that could allow toll fraud or improper use.
- Any misconfigured or accidental call forwarding conditions placed on customer owned equipment resulting in overages or excessive charges.
- Invalid or Unassigned Calling Numbers – In the scope of calls sent to Cytranet SBCs by customer equipment, a valid assigned customer calling number is a number that has been ported and/or activated to Cytranet SIP trunking service, assigned to the customer by Cytranet, and defined for the customer in the Cytranet SBCs. When customer equipment routes an outbound call to Cytranet SBCs, the calling number identifier headers in the SIP message should contain an assigned number in the globalized E.164 format. If Cytranet receives a call from the customer with an invalid or unassigned calling number in the SIP URI fields (From, Contact, Diversion, P-Asserted-ID, Record-Route, Route, Refer-To, Referred-By), Cytranet will overwrite that number with a pre-determined BTN (Billing Telephone Number) for that customer. It is important to note that forwarded calls will also follow this rule.
- In the case of forwarded calls, we recommend that you set the Call Manager SIP trunk “Calling Party Selection” parameter to “Last Redirect Number (External).”
- Disconnecting Existing Customer Service – It is the Customers responsibility to disconnect any service with the losing/existing service provider. Cytranet is in no way responsible for disconnecting any existing Customer service.
- Cytranet does not currently provide multiple directory listings per account.

Service Options

The following options may be added to the SIP Services. Description of Service options in no way entitles Customer to the feature, unless specified by Cytranet and Customer in the signed Quote or signed evaluation of a Service Change request. A Separate Service Agreement or Statement of Work may apply to such options and



may have additional costs associated with them. Options below may not be compatible with all variants of SIP Service.

Configuration, Staging and Shipment

Cytranet offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration includes configuration of Equipment to support Cytranet Service. Customers must open a ticket through Cytranet Customer Care to obtain configuration, staging and/or shipping of Customer equipment.

Cytranet reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Shipping of equipment includes standard ground shipping. Cytranet reserves the right to bill Customer if any alternative shipping method is requested by Customer.

Equipment Management

Cytranet offers management of Customer Equipment used to terminate Service.

A Managed Voice Gateway is a physical device that is configured and managed by Cytranet Managed and Cloud services, provides a demarcation point for voice calls between the customer's SIP capable telephone system and the Cytranet Global SIP Session Border Controllers, and handles any non-standard, non-globalized E164 number addressing schemes and translations. The gateway provides a private interface route-able to/from the customer private network, and a public interface route-able to the Cytranet Global Session Border Controllers.

Local Dialing with Intra-/Inter-State Long Distance Rate

Long Distance Bundles may be purchased in additional minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second increments, no rounding on a per call basis. This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following:

- Local
- Extended Area Service
- Intrastate-US/US
- Inter-Canada
- International

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.



Service Delivery Requirements

General

It is Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.

Cytranet's ability to provide services is dependent upon Customer-provided information. Service delivery may be delayed if all information is not provided based on timelines set by the Project Manager.

Installation

Upon receipt of the signed Quote, Cytranet will setup the SIP Service as follows:

- A Project Manager will be assigned to every SIP installation. The Project Manager will contact the client once the order is received.
- If numbers are porting, a full list of telephone/DID numbers will be required by the Customer along with service addresses. A corresponding phone bill that associates to all provided porting numbers is also required.
- A Letter of Agency (LOA) will be provided to the Customer, which will allow Cytranet to port/move existing service. A separate LOA will be provided for Toll Free Service versus DID service.
- The Provisioning Department will submit the signed LOA along with a port request to our Carrier requesting a Firm Order Commitment (FOC) from the losing service provider.

Note about Porting Times: Cytranet will request porting dates and times from the losing service provider between 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. We highly recommend not porting on a Friday because staffing levels for the carrier will be much less available after hours and on weekends.

- If new DIDs or Toll free numbers have been ordered, the Provisioning Department will request the numbers from our carrier. Once the assigned Numbers are received, the Provisioning Department will send a list of new numbers to the Client.
- The Project Manager will contact the client to schedule the port time once the provisioning Department has obtained an FOC date from our Carrier. Port orders are scheduled between 8:00AM–3:00 PM CST Monday –Friday on the FOC date.
- The Project Manager will coordinate with all parties involved by sending out a confirmation to the Customer, Voice Engineers, Provisioning Department and Field Engineer (if one is assigned to Customer). A conference call will be scheduled for all involved parties during the port when deemed necessary.
- On the scheduled port date the Voice Engineer, Provisioning Department, and Field Engineer will configure the SIP Trunks, add new DIDs and Toll Free numbers if applicable, and activate the port with our carrier and test numbers.



SIP Service Level Agreement

- Once all associated telephone numbers have been added/porting and tested, the Voice Engineer will submit the implementation as completed.
- For new Customers, once the port is complete, the Project Manager will send a welcome email to the Customer detailing the completion of services provided by Cytranet along with instructions on how to contact Client Care.
- Cytranet reserves the right to bill customer at current market rates for any cabling required to support service. Cytranet reserves the right to use outside cabling contractors to perform cabling work.
- Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment in to Customer's internal network. Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application in to the Customer Network. Additional managed services are available to cover customer equipment.

If additional configuration work is required due to limitations of the Customer network, Cytranet reserves the right to bill Customer at currently hourly rates for additional configuration time.

Cytranet is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair, or integration of customer equipment, software, or network application in to the Customer's internal network.



A Series

Enterprise WiFi that just works.

Open Mesh makes WiFi smarter and simpler.

We help create powerful, easy-to-use wireless networks that automatically spread Internet connections throughout hotels, apartments, retail stores, restaurants, small and medium-sized businesses—and just about anywhere else.

The A Series is the next evolution of smarter, simpler WiFi from Open Mesh. The A Series combines high performance with a flexible form factor for enterprise deployments almost anywhere.

With the A Series, we've taken our modular approach to WiFi one step further: not only can the A Series be deployed outside or in, it comes with a flexible installation kit that includes what you need for each mounting option.

Diverse solutions



Hospitality

Powerful, scalable cloud-managed WiFi that keeps guests coming back.



Small/medium-sized business

Secure, cost-effective staff and guest networks built for any environment.



Retail, food and beverage

Zero-touch deployment across 1 or 1,000's of locations. Compelling data and integrations.



Housing

WiFi for new and old apartments, care homes and more with less cost and complexity.

A Series Access Points



Cloud-managed wireless LAN

Open Mesh A Series access points provide robust WiFi coverage anywhere you need to share a connection.

Each access point is a cloud-managed access point, mesh gateway and repeater all in one compact, reliable, high-performance package.



Features

- Zero config, plug-and-play networking
- USB port and 2 gigabit Ethernet ports
- LED status indicator
- Self-forming, self-healing mesh
- Free cloud-based dashboard for complete management
- Free iOS and Android apps
- Hardware watchdog auto-restarts after power spikes and outages

Benefits



Simplified deployments

Simplify deployments with zero config, plug-and-play networking, automatic channel configuration and automatic meshing to extend WiFi signals to dead spots. With flexible mounting options, the same AP can be installed indoors and out: on ceilings, walls, Ethernet jacks and more, making deployment planning easy.



Intuitive management

Open Mesh is powerful enough for pros, but easy enough for almost anyone. With free, centralized cloud management, view and manage all your networks across large sites and multiple locations from a single dashboard. Create splash pages, manage bandwidth, reboot devices, block clients and more in just a few clicks.



Serious reliability

From automatic failover and safe over-the-air upgrades to a hardware watchdog chip and out-of-band management, our solution is built to reduce truck rolls so you can deploy with confidence. And with automated email alerts and scheduled maintenance windows you control, avoid disruption during critical times.



Custom Brandable

Open Mesh is ideal for MSPs, resellers and IT consultants because we make it easy to add your logo to our solution. The A Series includes a blank center tab you can swap in; get this tab molded with your logo or add a sticker to custom brand. Even CloudTrax can be branded as your own cloud solution.

Mounting Options



Universal installation

Install A Series access points indoors and out, for professional WiFi deployments anywhere.

The A Series comes with a flexible installation kit that includes what you need for each mounting option, making deployment planning and inventory management simple.



Features

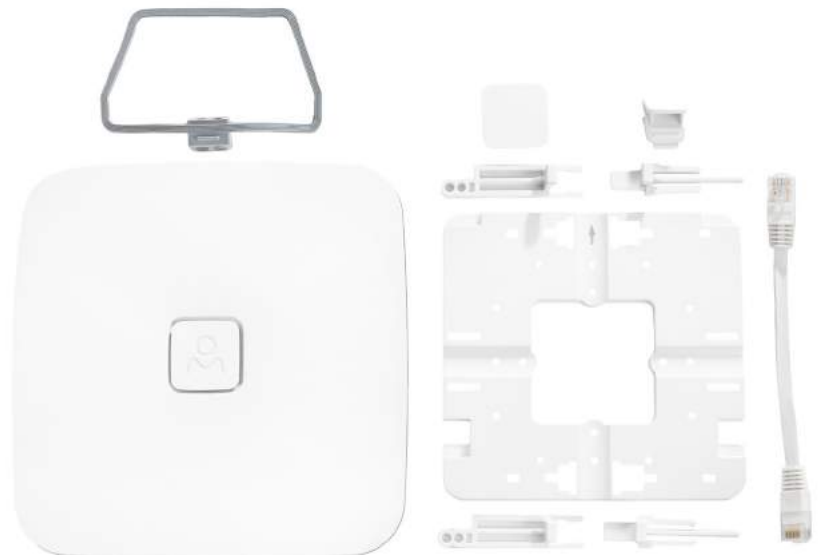
- Water and dust resistant with an IP55 rating
- Mount indoors to an Ethernet jack or junction box (EU, UK, US), solid wall, solid ceiling or t-rail ceiling
- Mount outdoors to a wall or pole
- Universal installation kit included

Benefits



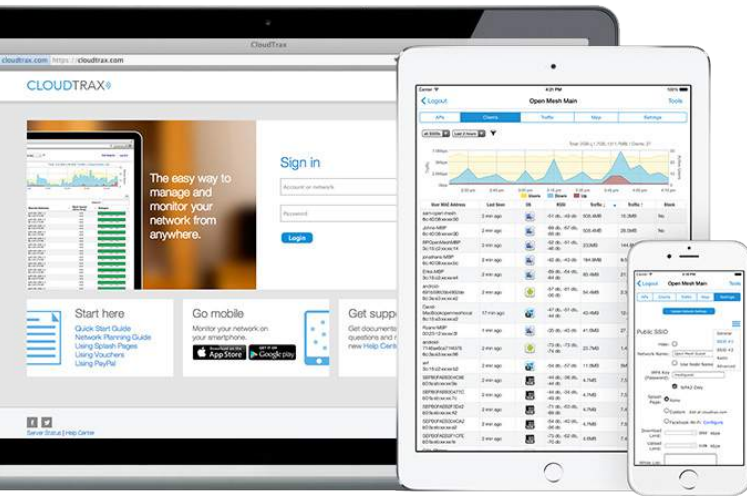
A perfect fit

Open Mesh makes it easy to get wireless coverage exactly where you need it. Out of the box, Open Mesh A Series access points can be installed in most indoor or outdoor locations from a t-rail ceiling or solid wall to an Ethernet jack or pole. The A Series blends in seamlessly in any office, hotel, restaurant or school.



Open Mesh Cloud Controller

Powerful network management



Say goodbye to on-site controllers and monthly fees.

Build and manage your networks across one site or thousands through the cloud. With no servers or software to install, Open Mesh is simple, yet powerful enough to meet the demands of IT professionals.

Features

- Single point of configuration for one access point or thousands
- Automatic reporting and alerts
- Usage statistics and control with client device fingerprinting
- Full captive portal/voucher system
- Free iOS and Android apps
- Zero cost license
- Full CloudTrax API (additional cost)

Benefits



Easy scalability

Whether you're managing one site or thousands, CloudTrax is built to grow with you. Because there's nothing to configure on site, adding new access points and network locations takes just seconds. Create new networks by cloning existing ones and provision new access points in just a click. CloudTrax makes it easy to get all of your networks behind a single pane of glass.



Mobile apps

CloudTrax includes free iOS and Android apps, so you can build, manage and monitor your networks while on the go. Create new networks in seconds, add new APs by simply scanning them, and swap old APs with new with zero typing or configuration. You have access to the full functionality at cloudtrax.com and can switch between mobile and desktop seamlessly.



Multiple SSIDs

CloudTrax can broadcast multiple unique networks, some public and others private. Public networks can be customized with powerful captive portal features, while private networks work seamlessly as an extension of your LAN. Each network can be uniquely named, left visible or hidden, and left open or password-protected with WPA2 encryption.



Automated alerts

Don't have time to check the network status every day? Don't worry. If any access point goes down and doesn't come back up within an hour, CloudTrax will automatically email you (and anyone else you designate). Outage alerts are easy to turn on and off, always keeping you in-the-know when it comes to the health of your wireless network.

A Series Specifications



A42



A62



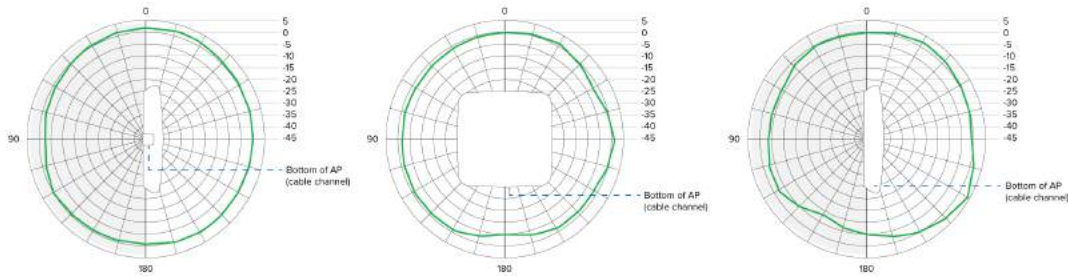
Description	Universal 802.11ac Wave 2 Cloud-Managed WiFi Access Point	Universal Tri-Band 802.11ac Wave 2 Cloud-Managed WiFi Access Point
Wireless Specifications and Capacity		
Recommended users	50–100 per AP	75–150 per AP
Speed (rated)	300 + 867 Mbps	300 + 867 + 867 Mbps
2.4 GHz	2 stream, 802.11 b/g/n (max rate: 300 Mbps)	2 stream, 802.11 b/g/n (max rate: 300 Mbps)
5 GHz	2 stream, 802.11 a/b/g/n/ac (max rate: 867 Mbps) Wave 2, MU-MIMO	2 stream, 802.11 a/b/g/n/ac (max rate: 867 Mbps) + 2 stream, 802.11 a/b/g/n/ac (max rate: 867 Mbps) Wave 2, MU-MIMO
Range (approximate)	75'–150' indoor (3–4 walls); 400'–600' outdoor	
Features		
Free cloud management	Built-in cloud management (no onsite controller/management appliance required), WPA/WPA2 Personal and Enterprise, captive portal throttling with splash pages, Facebook WiFi, SSID to VLAN tagging, user management capabilities and much more.	
Automatic firmware upgrades	Yes	
Automatic feature upgrades	Yes	
Zero config, plug and play	Yes	
Self-forming, self-healing mesh	Yes	
Seamless roaming	Yes	
Wireless LAN	4 SSIDs, bridge to LAN, bridge to VLAN (tagging), Public & Private SSIDs	
Hardware and Environmental		
Antenna	Internal: 2 dual-band	Internal: 2 dual-band, 2 single-band
Processor	Qualcomm Dakota IPQ4018	Qualcomm Dakota IPQ4019
Ports	2 Gigabit Ethernet, 1 USB	
Memory	256MB DRAM DDR3	
Hardware watchdog CPU	Yes	
PoE	Standard 802.3af/at or Passive 18–24V (mode A, B, A+B)	
Mounting options	Ethernet or junction box (EU, UK, US), solid wall, solid ceiling, t-rail ceiling, outdoor wall or pole (universal installation kit included)	
LEDs	Multi-color LED status indicator for easy troubleshooting	
Operating temperature	-20 to 50 C	
Indoor/outdoor rating	CE marked for indoor/outdoor use, IP55	
Size	6.5" x 6.5" x 1.2" and .85 Lbs	6.5" x 6.5" x 1.2" and .90 Lbs
Warranty	1 year	

A Series Specifications

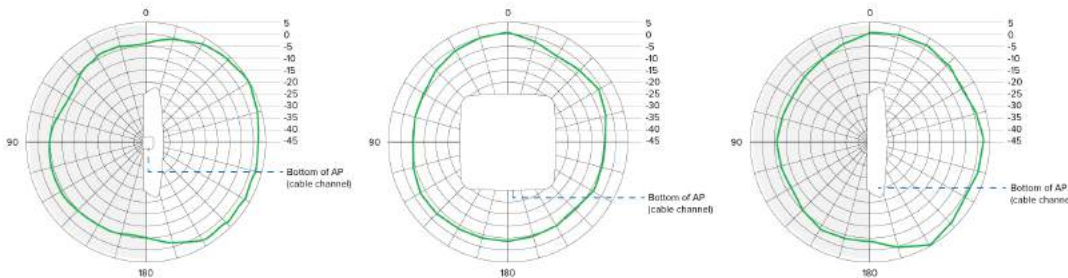


A42 Transmission Patterns

A42 2.4 GHz

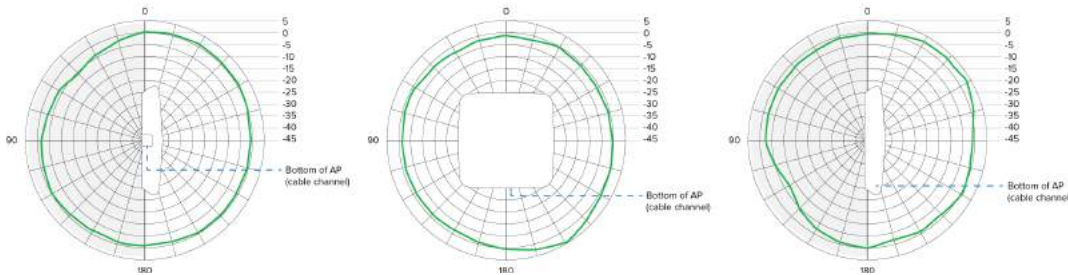


A42 5 GHz

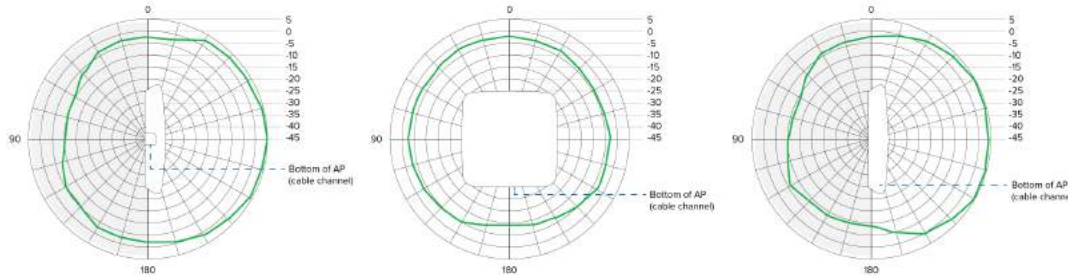


A62 Transmission Patterns

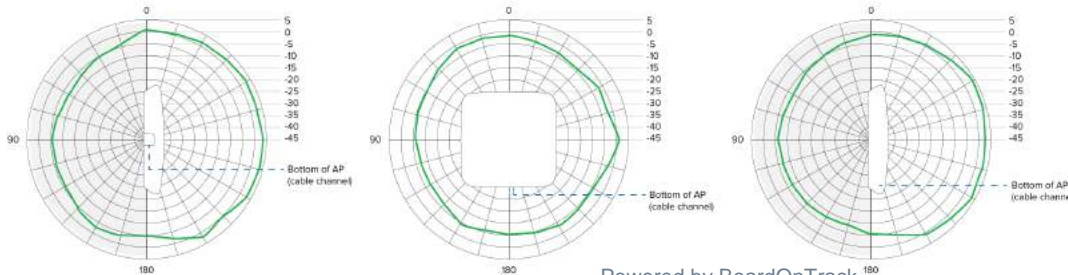
A62 2.4 GHz



A62 5 GHz (1)



A62 5 GHz (2)





NETWORKING

Datto Networking Appliance

FULLY INTEGRATED NETWORKING...JUST ADD INTERNET

Datto delivers everything you need to build your network, packaged into a single, compact device. All you need is an Internet connection.

Built specifically for managed service providers, the Datto Networking Appliance comes fully equipped with built-in network edge routing, firewall, WiFi, intrusion detection and prevention, and fully-integrated 4G LTE failover from Verizon Wireless (no contract and no overages with standard use).

Fully-Integrated Internet Failover & Failback

The Datto Networking Appliance features a fully integrated 4G LTE radio, meaning that when the main Internet connection goes down, the appliance detects it and automatically switches over to Verizon Wireless 4G LTE.

While the appliance operates in failover mode, it continually pings both the primary and secondary (if configured) WAN interface to determine if and when the Internet connection has been restored and is stable. When it is, the appliance seamlessly fails back to its primary Internet connection.

Cloud Management

The Datto Networking Appliance is powered by the Datto Networking cloud management system used to set-up, monitor and manage any network configuration a small to medium sized business might need.

High-Performance Edge Router

Complete with six 10/100/1000 network ports, built-in WiFi, and fully integrated 4G LTE from Verizon Wireless, the Datto Networking Appliance includes everything you need to deploy and manage a high-performance wired or wireless network.

Intrusion Detection and Prevention System

With its advanced unified threat management (UTM) system featuring intrusion detection and prevention, the Datto Networking Appliance actively monitors the network and proactively prevents cyber attacks.

Firewall

Incorporating advanced security features such as stateful packet inspection, port forwarding, DMZ host, client VPN using IPSec IKEv2 and site-to-site VPN, the Datto Networking Appliance delivers peace of mind in a world where cyber-attacks and unwanted cyber intrusions are increasingly common.

Layer 7 Deep Packet Inspection

The Datto Networking Appliance performs application (layer 7) deep packet inspection for all traffic passing through the router. This deep level of analysis enables the appliance to categorize traffic by application, and lays the groundwork for enhanced layer 7 features and capabilities.

Quality of Service - Traffic Shaping

The Datto Networking Appliance includes the ability to prioritize business critical applications, a feature commonly known as Traffic Shaping. Utilizing the simple configuration interface in the Datto Networking cloud management software, a Datto partner can identify those applications that require precedence (such as VoIP) to ensure those applications have enough bandwidth to function in an uninterrupted mode. Traffic Shaping also ensures business critical applications will continue to function, even when the Datto Networking Appliance is in failover mode. The result? Always connected networking, and uninterrupted business critical applications.

External Antenna Option

The Datto Networking Appliance comes fully equipped with three WiFi and two 4G LTE antennas. But as many networking appliances are physically located in a back room, in a closet or simply "out of the way," there are scenarios where the location of the appliance can cause interference and negatively affect the appliance's ability to connect to the LTE network. To remedy this situation, Datto provides an optional, external antenna (see price list for details). This additional antenna support creates more flexibility and options to deploy the Datto Networking Appliance, and improves connectivity, even in low signal environments.



Datto Networking Appliance



System	
DNA-VZ4	
Processor	8 Core 2.4GHz Intel Processor
RAM	8 GB DDR3
Hard Drive	32 GB Industrial Compact Flash
I/O	6 built-in 10/100/1000 Ethernet Ports 2 dedicated WAN Ports, 4 configurable VLAN Ports
WiFi	3x3 MIMO N Type 2.4/5GHz
Connectivity	Fully integrated Multi-band Cat4 Radio (LTE) Verizon Wireless only, not available outside of the U.S.
Client VPN	SSL (Open VPN), T2TP*, PPTP*
Site-to-site VPN	IPSEC.
Internet Protocol Support	IPv4, IPv6*
Firewall	Stateful Packet Inspection, Port Forwarding, 1:1 NAT*, DMZ Host
IDPS	Layer 2 Protocol Analysis (Snort), Port Scanning, Signature-based rule files, Web filtering, Whitelisting, Ad blocker
QoS	Layer 7 DPI, Traffic Shaping, Application Firewall*
Cloud Management	dna.datto.com

*Planned

DNA External Antenna(s)				
	Indoor		Outdoor	
	Wilson 304454 Window		Taoglas OMB.6912.03F21	
Type	Directional Panel		Collinear Dipole Array	
Radiation Pattern	Directional		Omnidirectional	
Band	13	4	13	4.5dB
Gain	5.2dB	10.6dB	4.5dB	2.8dB
Connector (at antenna)	N - Female		N - Female	
Environmental	N/A		-40°C to 60°C	
Operating Humidity	N/A		10% to 90% non condensing	
IP Rating	N/A		IP65	
Dimensions	8.27 x 7.09 x 1.73 inches		12.5 x 1 inches	
Mount Type	Cradle Mount		U Clip	
Included in the box	Mount Clips (10), Zipties (10)		Lightning Arrestor ANT-212-001, Mount Clips (10), Zipties (10), Coax Seal 12"	

Datto Networking Appliance



	Cable Kits					
	Kit 1		Kit 2		Kit 3	
Length	100'		50'		20'	
Band	13	4	13	4	13	4
Loss/Attenuation	3.9dB	5.97dB	2.0dB	3.0dB	0.8dB	1.25dB
Bend Radius	1"					
Cable Diameter	10.31mm					
Connection Type	SMA - Male					
Environmental	-40°F to +185°F					
Connection (Type at DNA)	SMA - Female					

Managed Networking Services...the Datto Way

At Datto, we believe in the value of great products and an unwavering commitment to 24x7x365 customer service and support. Every Datto Networking product ships with a three-year warranty...backed by our replacement program. If you have an issue with your device, we ship you a new one before you send your damaged device back. That way users are always connected. Powerful networks, the Datto way.

For more information please contact:

Doug Roberts | Sales
 Phone: 2513085000
 Email: droberts@cytranet.com
 Cytranet | <http://www.cytranet.com>
 1400A Montlimar Dr, Mobile, AL, 36609



G200

Cloud-managed routing and security, simplified.

Open Mesh makes networking smarter and simpler.

We offer a suite of cloud-managed products and services that make it easier and more cost-effective for IT professionals to manage networks across multiple locations all from a single cloud-based dashboard.

With the G200 we're completing the local networking solution. The G200 is a plug-and-play routing solution that works seamlessly with Open Mesh switches, access points and CloudTrax, Open Mesh's free cloud-based network controller that can manage an unlimited number of devices and networks around the world.

The G200, when combined with Open Mesh access points and switches, shows how simple cloud-managed networking can be.

Diverse solutions



Hospitality

Powerful, scalable cloud-managed WiFi that keeps guests coming back.



Small/medium-sized business

Secure, cost-effective staff and guest networks built for any environment.



Retail, food and beverage

Zero-touch deployment across 1 or 1,000's of locations. Compelling data and integrations.



Housing

WiFi for new and old apartments, care homes and more with less cost and complexity.

G200



The Open Mesh G200 router provides speed and security in one device. When combined with Open Mesh WiFi access points and switches, the G200 allows IT professionals to have a single, cloud-based dashboard for the entire managed network.



Features

- Seamless integration with Open Mesh access points and switches
- Zero-touch configuration, plug-and-play networking
- Quad-core processor with integrated hardware offload engine to run deep packet inspection and QoS at line rate gigabit throughput
- Manage NAT routing, DHCP server, VPN client and point-to-point, VLAN tagging, Quality of Service rules and more
- 4 LAN ports, including 2 passive PoE ports
- Flexible connectivity with 1 SFP WAN port and 1 GigE WAN port
- 1 USB 3.0 port for future expansion
- Tri-color LED status indicator for easy troubleshooting
- Hardware watchdog to recover from unexpected states
- Free intuitive cloud management for complete control and monitoring with no licensing or monthly fees

Benefits



Seamless integration

Integrate painlessly with Open Mesh access points and switches. With a complete networking solution working seamlessly together, deploy with confidence and manage the entire network through a single dashboard. With greater visibility into your network, debugging is easy.



Cloud managed

Every G200 router includes a free lifetime license to CloudTrax. CloudTrax makes it easy to build, manage and monitor networks from anywhere. And because the G200 is managed in the cloud, it's continually getting better with frequent upgrades and new features.



Zero-touch deployment

Make remote deployments easy and scaling up worry free. Configure a router from anywhere without ever touching it. Once the router has power and Internet, it'll connect to CloudTrax to get its configuration and start reporting data. Easily deploy a single router or thousands across multiple sites.



White labeled

Open Mesh is ideal for systems integrators, resellers and IT consultants because we make it easy to add your logos to our devices. Even our cloud controller, CloudTrax, can be completely branded as your own cloud solution.* With no competing messages, your brand is the star of the show.

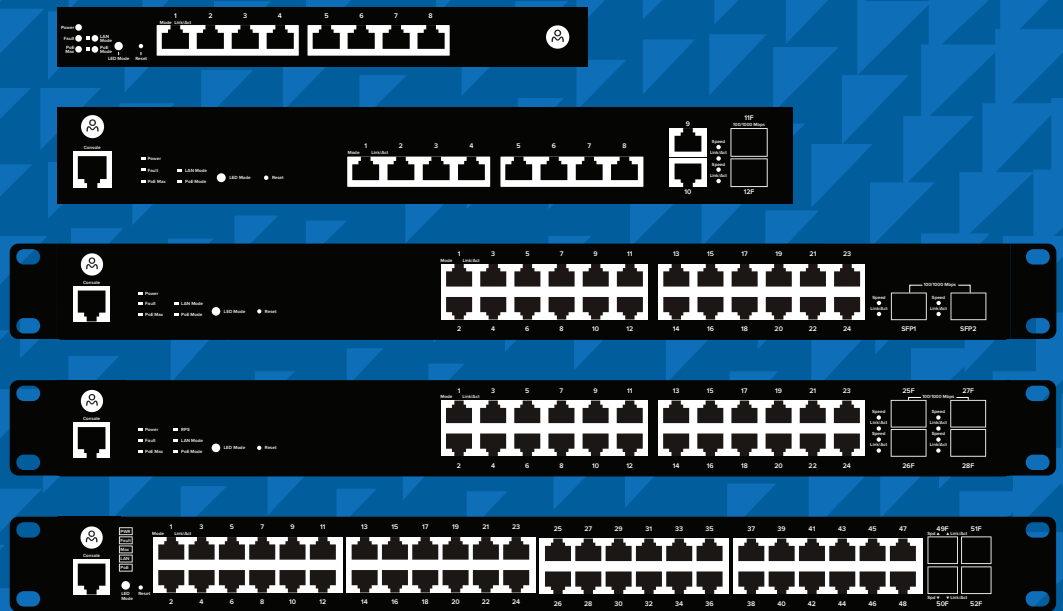
G200 Specifications



G200

Description	Cloud-Managed Gigabit Router with Integrated Firewall
Zero Config Plug & Play	Yes
Free Cloud Management, including iOS/Android Apps	Yes
Ports	4 x Gigabit Ethernet LAN ports (including 2 x 24V passive PoE) 1 x Gigabit SFP WAN port 1 x GigE WAN port 1 x USB 3.0 Host Port
Memory	4GB eMMC Flash 1GB DDR3 RAM
Processor	MT7623A Quad-Core ARM
Power Supply	Universal 24V, 60W power supply (included)
LEDs	Port LEDs, tri-color LED status indicator
Management features	NAT routing, stateful firewall, DHCP server, VPN client and point-to-point, VLAN tagging, Quality of Service and more
Performance	2+ Million Packets per second forwarding rate with full Deep Packet Inspection
Mounting options	Desktop and rack mount shelf (not included)
Operating Temperature	0°C to 40°C
Storage Temperature	-20°C to 70°C
Humidity	5% to 90% typical
Dimensions	7.9" x 4.7"
Certifications	FCC, IC, CE
Warranty	1 year





S Series

Cloud-managed switching, simplified.

Open Mesh makes networking smarter and simpler.

We help create powerful, easy-to-use networks that automatically spread Internet connections throughout hotels, apartments, retail stores, restaurants, small and medium-sized businesses—and just about anywhere else.

The Open Mesh S Series is designed to be a plug-and-play switching solution that works seamlessly with Open Mesh access points and CloudTrax, a free cloud-based network controller that can manage an unlimited number of switches, access points and networks around the world.

With the S Series, Open Mesh shows how easy, cost-effective and reliable cloud-managed networking can be.

Diverse solutions



Hospitality

Powerful, scalable cloud-managed network solutions that keep guests coming back.



Small/medium-sized business

Secure, cost-effective staff and guest networks built for any environment.



Retail, food and beverage

Zero-touch deployment across 1 or 1,000's of locations. Compelling data and integrations.



Housing

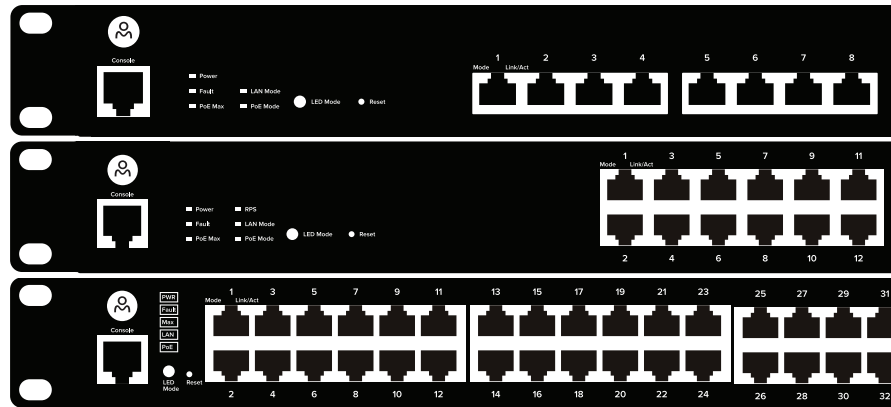
Connect new and old apartments, care homes and more with less cost and complexity.

S Series Switch



Cloud-managed Gigabit PoE+ L2 switches

Open Mesh S Series cloud-managed PoE+ switches are cost effective, simple-to-use networking solutions ideal for multi-site deployments in hospitality, food and beverage, retail, and small and medium businesses.



Features

- Zero-touch configuration, plug-and play networking
- Automatic, seamless interoperability with Open Mesh access points
- Full-featured layer 2 manageability
- PoE+ for flexibility to power all kinds of IP devices
- Free cloud-based network controller for complete control and monitoring with no licensing or monthly fees

Benefits



Cloud managed

Every S Series switch includes a free lifetime license to CloudTrax. CloudTrax makes it easy to build, manage and monitor your networks from any browser or mobile device. And because the S Series is managed in the cloud, it's continually getting better with frequent upgrades and new features.



Seamless integration

Integrate seamlessly with Open Mesh access points. When switches and access points are in the same network, we'll automatically detect Open Mesh access points and enable seamless roaming VLANs. With greater visibility into your network, debugging is easy.



Zero-touch deployment

Make remote deployments easy and scaling up worry free. You can configure a switch from anywhere without ever touching it. Once the switch has power and Internet, it'll connect to CloudTrax to get its configuration and start reporting data. Easily deploy a single switch or thousands across multiple sites.



White labeled

Open Mesh is ideal for systems integrators, resellers and IT consultants because we make it easy to add your logos to our switches and access points. Even our cloud controller, CloudTrax, can be completely branded as your own cloud solution.* With no competing messages, your brand is the star of the show.

**Fees apply for custom branding.*

S Series Specifications


S8-L

S8

S24-L

S24

S48

Zero Config Plug & Play	Yes	Yes	Yes	Yes	Yes
Free Cloud Management	Yes	Yes	Yes	Yes	Yes
Free iOS/Android Apps	Yes	Yes	Yes	Yes	Yes
Mounting Options	Desktop, wall	Desktop, wall mount, rack mount (included)			
Switching Capacity	20Gbps	24Gbps	52Gbps	56Gbps	104Gbps
Power Supply	External	Internal			
Power Cable	US/EU/UK/AU				
Forwarding Mode	Store and Forward				
SDRAM	256MB				
Flash Memory	32MB				
PoE Standard	Supports IEEE 802.3at/af				
10/100/1000Mbps Ports	8	10	24	24	48
SFP slots	N/A	2 (1Gb)	2 (1Gb)	2 (10Gb)	4 (1Gb)
RJ45 Console Port	N/A	1	1	1	1
PoE Capable Ports	Port 1-8 output up to 30W	Port 1-8 output up to 30W	Port 1-24 output up to 30W	Port 1-24 output up to 30W	Port 1-48, output up to 30W
PoE Budget	55W	150W	250W	410W	740W
LED Indicators	Power, Fault, PoE Max, LAN Mode, PoE Mode, Link/Act	Power, Fault, PoE Max, LAN Mode, PoE Mode, Speed, Link/Act			
L2 Features	IEEE802.3ad Link Aggregation, Port Mirroring, Port Trunking, IGMP Snooping v1/v2/v3, IGMP Fast Leave, MLD Snooping, VLAN Group, Voice VLAN, IEEE802.1X Port-based Access Control, IEEE802.1X Guest VLAN, Port Security, Storm Control, Port Isolation, Attack Prevention, Access Control List (ACL)				
Spanning Tree Protocol	802.1D Spanning Tree (STP), 802.1w Rapid Spanning Tree (RSTP), 802.1s Multiple Spanning Tree (MSTP)				
Queue	CoS based on 802.1p priority, CoS based on physical port, CoS based on TOS, CoS based on DSCP				
PoE Management	Power on/off per port, Power class configuration, Power feeding with priority, User define power limit				
Additional Management	SSH Server, Telnet Server, TFTP Client, BootP/DHCP Client, SNMP v1/v2c/v3 support, Command Line Interface (CLI), SNTP, RMONv1, SYSLOG, Cable Diagnostic				
MIB Support	RFC1213, RFC1493, RFC1757, RFC2674				
Operating Temperature	0 to 40°C	0 to 50°C			
Storage Temperature	-20°C to 70°C	-40 to 70 °C	-20°C to 70°C	-40 to 70 °C	-40 to 70 °C
Humidity	5 to 95% non-condensing				
Dimensions (WxDxH)	9.4"x 4.1" x 1.1"	13"x 9"x 1.7"	17.3"x 10.1"x 1.7"	17.3"x 10.2"x 1.7"	17.3"x 16.1"x 1.7"
Weight	1.37 lbs.	4.48 lbs.	7.65 lbs.	8.45 lbs.	13.8 lbs.
Warranty	1 year				



From: Colin Campbell ccampbell@onetelgem.com
Subject: Re: Zayo Group - Dedicated Internet Access - Magnolia Public Schools
Date: March 2, 2021 at 3:36 PM
To: Tom Wilkerson twilkers@learningtech.org
Cc: Andy Mauerhan amauerhan@onetelgem.com, Magnolia Public Schools erate.mps@learningtech.org

Hey Tom!

Sorry for the delay here... Zayo has decided to No Bid this opportunity, so feel free to move forward with your evaluation...

Hope you're doing well!

Thanks,

On Tue, Mar 2, 2021 at 4:34 PM Tom Wilkerson <twilkers@learningtech.org> wrote:
Andy,

I have not seen a pricing from come through. Can you please make this a priority.

Tom Wilkerson
Senior E-Rate Consultant
T: 650-598-0105 ext 210
F: 866-801-8667

www.learningtech.org

FY2021 FCC Form 471 application filing window will open on Friday, January 15, 2021, at 12:00 noon EST and will close on Thursday, March 25, 2021, at 11:59 p.m. EDT.

On Feb 8, 2021, at 4:37 PM, Tom Wilkerson <twilkers@learningtech.org> wrote:

Andy,

As it states on page 10 of the RFP:

Pricing Form: The Pricing Form is the ONLY acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. No deviation may be introduced between the submitted Pricing Form and any resulting contract

Here is the link to the pricing form: <https://fs28.formsite.com/kQm1gu/form2/index.html>

Tom Wilkerson
Senior E-Rate Consultant
T: 650-598-0105 ext 210
F: 866-801-8667
www.learningtech.org

FY2021 FCC Form 471 application filing window will open on Friday, January 15, 2021, at 12:00 noon EST and will close on Thursday, March 25, 2021, at 11:59 p.m. EDT.

On Feb 8, 2021, at 3:22 PM, Andy Mauerhan <amauerhan@onetelgem.com> wrote:

Hi Tom,

See attached for the Zayo Group response to Magnolia Public School's request for connectivity options for 1 Gbps - 10 Gbps.

When you have a moment please confirm that you have received our response.

We are very excited about the solution that we have engineered utilizing Zayo's completely owned and operated Tier 1 fiber assets right out your front door.

While evaluating our pricing and proposal please keep in mind the following key points:

- Zayo is a Tier 1 Internet Service Provider being the 2nd most peered network in the U.S. and the 5th most peered in the world.
- Zayo has the industry's most competitive options for integrated DDoS protection and burstable bandwidth.
- Zayo has industry leading latency and stability due to fewer hops providing better throughput.
- This proposal includes options for a 3 year and 5 year contract.
- Zayo has a valid SPIN (143023855) that is in good standing with USAC and has a valid and up to date SPAC filing.
- All construction charges have been amortized across the term but alternative scenarios can also be proposed which lower the Monthly Recurring Cost of this service considerably when accompanied with a Non-Recurring Charge.
- Zayo is the most competitive provider of high capacity IP with the ability to supply IP in excess of 10G.
- As part of Zayo's network, Zayo has private access to the most used public clouds: Google Cloud Platform, AWS, Azure, VMWare, and many others. When procured in tandem with a Zayo point to point or IP circuit, high capacity CloudLink circuits can be procured very cost effectively.

Please let me know if you have any questions and I will be as prompt as possible in responding. We hope to have the opportunity to discuss our unique solution with you over the phone or in person.

Thanks,

Andy Mauerhan | BDSO Analyst

amauerhan@OneTelGEM.com



Website | [Learn more](#) | [Ed Tech News](#)

<[Magnolia Public Schools - Type II Proposal.pdf](#)>

--

Colin Campbell | Territory Manager

801-214-7024 | ccampbell@OneTelGEM.com

[Website](#) | [Learn more](#) | [Ed Tech News](#)

