



Board Agenda Item #	IV D -Action Item
Date:	03.21.2019
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 equipment and services:</p> <ul style="list-style-type: none"> • Internet service for MSA-1, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, MSA-7, and MSA-Santa Ana: <ul style="list-style-type: none"> ○ If 1GBps – Spectrum, \$1150/monthly for internet) ○ If 500MBps – Spectrum, \$955/monthly for internet) • Fiber Cabling and networking equipment (HP Switches and Wireless Access Points) for MSA-7 – Digital Synergy Consulting - \$32,206.9 • HP Switches and Wireless Access Points for MSA-1 – Digital Synergy Consulting – \$41,657.99

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 equipment and 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 90% for Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling). MPS’ discount for network infrastructure (i.e., cabling, networking equipment, switches, and wireless access points) is expected to be 85% for FY2019.



Consistent with E-Rate rules, MPS filed an FCC Form 470 for each category of service (#190002071 for Internet service and #190002072 for network infrastructure products/services) and associated RFPs to initiate an open and fair competitive bidding process, recapped by these milestones:

- 01/08/19 – Form 470 and RFP for E-Rate eligible equipment and 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.)
- On 01/17/19, 01/29/19, 01/30/19 – We released RFP Amendments to answer detailed vendor questions about our requirements.
- 02/12/19– Proposals were due.
- 03/02/19 – 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%
Cost of <i>ineligible</i> products and services ³ during <i>initial</i> contract term	19%
Contract terms and conditions ⁴	9%
Extent to which a single-provider, turnkey solution is provided ⁵	9%
Vendor qualifications ⁶	7%
Quality of proposal document(s) ⁷	7%
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. Solutions that emphasize student data security are strongly preferred.

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.



- For Category 2 / Network infrastructure products/services

• Criterion	Weight
Cost of eligible products and services ⁸ during <i>initial</i> contract term	30%
Functionality/completeness/specifications of proposed solution ⁹	29%
Cost of <i>ineligible</i> products and services ¹⁰ during <i>initial</i> contract term	9%
Contract terms and conditions ¹¹	9%
Vendor qualifications ¹²	9%
Quality of proposal documentation ¹³	9%
Extent to which a single-provider, turnkey solution is provided ¹⁴	5%
Total	100.00%

⁸ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁹ For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

¹⁰ Such as firewall services.

¹¹ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections.

¹² Factors to be considered include: technical credentials, staff certifications, industry experience, references, quality and clarity of proposal document, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

¹³ Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP).

¹⁴ 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 the requirements; however, use of subcontractors is acceptable.



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

- Internet services for MSA-1-7, MSA-Santa Ana – 6 bids from **Spectrum**, AT&T, Zayo, Cytranet, TPx Services and CrownCastle
- Cabling for MSA-7 – 3 bids: **Digital Synergy Consulting**, GigaKOM, and Cytranet
- Switches & Wireless Access Points for MSA-1 and MSA-7 – 3 bids: **Digital Synergy Consulting**, GigaKOM, and Cytranet.

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

Budget Implications

- All the RFPed internet needs have been budgeted for all schools under technology services/telecommunication line item.
- All the RFPed technology needs are budgeted/being budgeted in draft for 2019-20 fiscal year and will be submitted to DMS:
 - **MSA-7: \$32,206.90** for fiber cabling and network equipment.
- The **\$41,657.99 MSA-1** networking equipment are budgeted for the Construction project (*The total technology budget is \$220,000 under MSA-1's construction low voltage 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/j6qudtptexlmvws/AAC5uo4tc6d4oAWf9AmmdOhna?dl=0>

Name of Staff Originator: Rasul Monoshev

Bid Evaluation Matrix

Magnolia Public Schools

17003590

Form 470			
190002071			
Certified Date	Allowable Contract Date (certified +28)	Last Date for Questions (certified + 20)	Proposals Due Date (certified = 35)
1/8/19	2/5/19	1/28/19	2/12/19

Discount Percent for INTERNET Services 90% Discount Percent for Category 2 85%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated (primary)	Company (ops)	Company SPIN (ops)	E-Mail Address (ops)	Date proposal received (ops)	CORRECT RFP Sig page signed? (ops)	Pricing Form returned? (ops)	499? (ops)	DIR (ops)	Last SPAC (ops)	Prior yr requested (ops)	Prior yr committed (ops)	Prior yr % committed (ops)	Good Bid/ Non-Responsive (primary)	If non-responsive, why? (primary)	Winner/Loser (primary)	Award/regret email to vendor (ops)
	Cytranet (Accelerated Technology Services Group)	143051061	cnelson@cytranet.com	1/9/19	NO	NO		NO	2018	\$ -	\$ -	#DIV/0!	Non-responsive	no pricing form		
	Zayo	143023855	nwilliams@onetelegem.com	1/15/19	NO	NO	Yes		2018	\$118,185,082.78	\$59,001,863.90	50%	Non-responsive	no pricing form		
	Crown Castle	143005274	Mitra.Loehr@crowncastle.com	2/5/19	Yes	Yes	Yes		2018	\$ 46,456,597	\$ 8,751,798	19%	Good Bid	9 of 9 sites		
	TPx	143020136	existing service invoice	1/31/19	NO	NO	Yes		2018	\$ 3,788,157	\$ 3,070,177	81%	Good Bid	1 of 9 sites (incumbent)		
	AT&T	143001192	lynn.simmons@att.com	2/11/19	NO	Yes	Yes		2018	\$ 3,343,699	\$ 3,248,524	97%	Good Bid	5 of 9 sites		
	Spectrum	143050436	Maria.frew@charter.com	2/12/19	Yes	Yes	Yes		2018	\$ 54,876,567	\$ 49,899,149	91%	Good Bid	9 of 9 sites		
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES					CATEGORY 1 SERVICES								
190002071		© 2009-2019 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.														
MSA4 Venice. At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps. (11330 West Graham Place Los Angeles, CA 90064)		Bidders:														
Discount Percent for INTERNET Services		90%					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									
		TPx existing service, 100 Mbps	Crown Castle, 200 Mbps	Crown Castle, 500 Mbps	Spectrum, 500 Mbps	Spectrum, 1 Gbps	TPx existing service, 100 Mbps	Crown Castle, 200 Mbps	Crown Castle, 500 Mbps	Spectrum, 500 Mbps	Spectrum, 1 Gbps	TPx existing service, 100 Mbps	Crown Castle, 200 Mbps	Crown Castle, 500 Mbps	Spectrum, 500 Mbps	Spectrum, 1 Gbps
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	\$ 1,925.40	\$ 1,115.00	\$ 1,425.00	\$ 955.00	\$ 1,150.00										
Monthly Costs	NOT eligible Monthly Recurring	\$ -	\$ -	\$ -	\$ -	\$ -										
Monthly Costs	Total Monthly Recurring	\$ 1,925.40	\$ 1,115.00	\$ 1,425.00	\$ 955.00	\$ 1,150.00										
1st Year Costs	TOTAL 1st year Costs	\$ 23,104.80	\$ 13,380.00	\$ 17,100.00	\$ 11,460.00	\$ 13,800.00										
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -	\$ -										
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 23,104.80	\$ 13,380.00	\$ 17,100.00	\$ 11,460.00	\$ 13,800.00										
Least 1st year Cost of Eligible Services \$		11,460.00					1st year cost must be most cost effective									
		Contract Term in MONTHS														
		TOTAL CONTRACT Eligible Cost														
Least CONTRACT Cost of Eligible Services \$		23,104.80					Total contract cost must be most cost effective									
Evaluation Criterion		Weight														
For INTERNAL Reference ONLY		vs 1st year					2.48					4.28				
For INTERNAL Reference ONLY		vs CONTRACT					5.00					2.25				
For INTERNAL Reference ONLY		vs \$/mbps/mo					0.30					1.03				
Cost of Eligible Services (required, highest weight)		25%					0.3					1				
Comments		\$/mbps/mo					19.25					5.58				
		Least \$/mbps/mo \$					1.15									
Functionality/completeness/specifications of proposed		24%					4					4				
Comments		incumbent, good functionality, tho bandwidth too low					4					4				
Cost of IN-eligible Services (required)		19%					2.5					3				
Comments		High Administrative Service Fee					3					3				
Vendor qualifications		7%					3					3				
Prior Yr Funding Requested		select from vendor list tab					\$ 3,788,157					\$ 46,456,597				
Comments																
Quality of proposal documentation		7%					4					4				
Comments																
Contract terms and conditions		9%					3					3				
Comments																
Extent to which a single-provider, turnkey solution is provided		9%					1					5				
Comments		1 site currently served					bids provided for all sites					bids provided for all sites				
Total		215%										2.36				
Comments												2.99				
												3.24				
												3.73				
												4.23				
							Final Rankings (1,2,3)					Final Rankings (1,2,3)				
							5					4				
							3					2				
							1					5				
							4					3				
							2					2				
							1					1				

Bid Evaluation Matrix		Magnolia Public Schools CATEGORY 1 SERVICES			CATEGORY 1 SERVICES		
190002071		© 2009-2019 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.					
5 sites ATT can serve, 500Mbps (mostly)		Bidders:					
Discount Percent for INTERNET Services		90%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Facto (This section is automatically Calculated)			
		Vendors' Scores			Vendors' Ratings		
		ATT - 500 Mbps	Crown Castle, 500 Mbps (4) + 1 Gbps (1)	Spectrum, 500 Mbps	ATT - 500 Mbps	Crown Castle, 500 Mbps (4) + 1 Gbps (1)	Spectrum, 500 Mbps
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	\$ 7,027.50	\$ 7,900.00	\$ 4,775.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 7,027.50	\$ 7,900.00	\$ 4,775.00			
1st Year Costs	TOTAL 1st year Costs	\$ 84,330.00	\$ 94,800.00	\$ 57,300.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 84,330.00	\$ 94,800.00	\$ 57,300.00			
Least 1st year Cost of Eligible Services \$ 57,300.00					1st year cost must be most cost effective		
Contract Term in MONTHS		36	36	36			
TOTAL CONTRACT Eligible Cost		\$ 252,990.00	\$ 284,400.00	\$ 171,900.00			
Least CONTRACT Cost of Eligible Services \$ 171,900.00					Total contract cost must be most cost effective		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	3.40	3.02	5.00			
For INTERNAL Reference ONLY	vs. CONTRACT	3.40	3.02	5.00			
Cost of Eligible Services (required, highest weight)	25%	3.5	3	5	0.88	0.75	1.25
Comments	\$/mbps/mo	\$ 2.81	\$ 2.63	\$ 1.91			
Functionality/completeness/specifications of proposed	24%	4	4	5	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	good current experience with bandwidth			
Cost of IN-eligible Services (required)	19%	3	3	3	0.57	0.57	0.57
Comments							
Vendor qualifications	7%	3	3	3	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567			
Comments							
Quality of proposal documentation	7%	3	4	4	0.21	0.28	0.28
Comments		no RFP sig page					
Contract terms and conditions	9%	3	3	3	0.27	0.27	0.27
Comments							
Extent to which a single-provider, turnkey solution is provided	9%	2.75	5	5	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for all sites	bids provided for all sites			
Total	100%				3.34	3.49	4.23
Comments							
		Final Rankings (1,2,3)			Final Rankings (1,2,3)		
		3	2	1	3	2	1

Bid Evaluation Matrix		Magnolia Public Schools					
190002071		© 2009-2019 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.					
5 sites ATT can serve, 1 Gbps (mostly)		Bidders:					
Discount Percent for INTERNET Services	90%	SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.					
		Vendors' Scores			Vendors' Ratings		
		ATT - 1 Gbps	Crown Castle, 1 Gbps (4) + 500 Mbps (1)	Spectrum, 1 Gbps	ATT - 1 Gbps	Crown Castle, 1 Gbps (4) + 500 Mbps (1)	Spectrum, 1 Gbps
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	\$ 8,309.00	\$ 9,475.00	\$ 5,750.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 8,309.00	\$ 9,475.00	\$ 5,750.00			
1st Year Costs	TOTAL 1st year Costs	\$ 99,708.00	\$ 113,700.00	\$ 69,000.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 99,708.00	\$ 113,700.00	\$ 69,000.00			
Least 1st year Cost of Eligible Services \$ 69,000.00							
Contract Term in MONTHS		36	36	36			
Least CONTRACT Cost of Eligible Services \$ 207,000.00		\$ 299,124.00	\$ 341,100.00	\$ 207,000.00			
Evaluation Criterion		Weight					
For INTERNAL Reference ONLY		vs 1st year					
For INTERNAL Reference ONLY		vs. CONTRACT					
Cost of Eligible Services (required, highest weight)	25%	3.5	3	5	0.88	0.75	1.25
Comments	\$/mbps/mo	\$ 1.66	\$ 2.11	\$ 1.15			
Functionality/completeness/specifications of proposed	24%	4	4	5	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	good current experience with bandwidth			
Cost of IN-eligible Services (required)	19%	3	3	3	0.57	0.57	0.57
Comments							
Vendor qualifications	7%	3	3	3	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567			
Comments							
Quality of proposal documentation	7%	3	4	4	0.21	0.28	0.28
Comments		no RFP sig page					
Contract terms and conditions	9%	3	3	3	0.27	0.27	0.27
Comments							
Extent to which a single-provider, turnkey solution is provided	9%	2.75	5	5	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for all sites	bids provided for all sites			
Total	100%				3.34	3.49	4.23
Comments							
		3	2	1	3	2	1

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICE
190002071		© 2009-2019 The Miller Institute for Learning with Technology	
Remaining 3 sites, 200 Mbps		Bidders:	
Discount Percent for INTERNET Services	90%	SEE INSTRUCTIONS - START HERE (This section is automatically populated)	
		Vendors' Scores	Vendors' Ratings
		Crown Castle, 200	Crown Castle, 200
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	\$ 4,100.00	
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ 4,100.00	
1st Year Costs	TOTAL 1st year Costs	\$ 49,200.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 49,200.00	
Least 1st year Cost of Eligible Services \$ 49,200.00			1st year cost multiplier
	Contract Term in MONTHS	36	
	TOTAL CONTRACT Eligible Cost	\$ 147,600.00	
Least CONTRACT Cost of Eligible Services \$ 147,600.00			Total contract cost
Evaluation Criterion	Weight		
For INTERNAL Reference ONLY	vs 1st year	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	
Cost of Eligible Services (required, highest weight)	25%		0.00
Comments	\$/mbps/mo	\$ 6.83	
Functionality/completeness/specifications of proposed	24%		0.00
Comments			
Cost of IN-eligible Services (required)	19%		0.00
Comments			
Vendor qualifications	7%		0.00
Prior Yr Funding Requested	select from vendor list tab	\$ 46,456,597	
Comments			
Quality of proposal documentation	7%		0.00
Comments			
Contract terms and conditions	9%		0.00
Comments			
Extent to which a single-provider, turnkey solution is provided	9%		0.00
Comments		bids provided for all sites	
Total	100%		0.00
Comments			
		Final Rankings (1,2,3)	Final Rankings (1,2,3)
		1	1

Bid Evaluation Matrix					
190002071					
Remaining 3 sites, 500 Mbps					
Discount Percent for INTERNET Services	90%	Vendors' Scores		Vendors' Ratings	
		Crown Castle, 500	Spectrum, 500	Crown Castle, 500	Spectrum, 500
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	\$ 4,995.00	\$ 2,865.00		
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ 4,995.00	\$ 2,865.00		
1st Year Costs	TOTAL 1st year Costs	\$ 59,940.00	\$ 34,380.00		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 59,940.00	\$ 34,380.00		
Least 1st year Cost of Eligible Services \$		34,380.00			
	Contract Term in MONTHS	36	36		
	TOTAL CONTRACT Eligible Cost	\$ 179,820.00	\$ 103,140.00		
Least CONTRACT Cost of Eligible Services \$		103,140.00			
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	2.87	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	2.87	5.00		
Cost of Eligible Services (required, highest weight)	25%	3	5	0.75	1.25
Comments	\$/mbps/mo	\$ 3.33	\$ 1.91		
Functionality/completeness/specifications of proposed	24%	4	5	0.96	1.20
Comments		no experience	good experience with current bandwidth		
Cost of IN-eligible Services (required)	19%	3	3	0.57	0.57
Comments					
Vendor qualifications	7%	3	3	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 46,456,597	\$ 54,876,567		
Comments					
Quality of proposal documentation	7%	4	4	0.28	0.28
Comments					
Contract terms and conditions	9%	3	3	0.27	0.27
Comments					
Extent to which a single-provider, turnkey solution is provided	9%	5	5	0.45	0.45
Comments		bids provided for all sites	bids provided for all sites		
Total	100%			3.49	4.23
Comments					
		2	1	2	1

Bid Evaluation Matrix		CATEGORY 1 SERVICES	
190002071			
Remaining 3 sites, 500 Mbps			
Discount Percent for INTERNET Services	90%		
		Vendors' Scores	
		Spectrum, 1 Gbps	Spectrum, 1 Gbps
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	\$ 1,150.00	
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ 1,150.00	
1st Year Costs	TOTAL 1st year Costs	\$ 13,800.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 13,800.00	
Least 1st year Cost of Eligible Services	\$ 13,800.00		
	Contract Term in MONTHS	36	
	TOTAL CONTRACT Eligible Cost	\$ 41,400.00	
Least CONTRACT Cost of Eligible Services	\$ 41,400.00		
Evaluation Criterion	Weight		
For INTERNAL Reference ONLY	vs 1st year	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	
Cost of Eligible Services (required, highest weight)	25%		0.00
Comments	\$/mbps/mo		
Functionality/completeness/specifications of proposed	24%		0.00
Comments			
Cost of IN-eligible Services (required)	19%		0.00
Comments			
Vendor qualifications	7%		0.00
Prior Yr Funding Requested	select from vendor list tab	\$ 54,876,567	
Comments			
Quality of proposal documentation	7%		0.00
Comments			
Contract terms and conditions	9%		0.00
Comments			
Extent to which a single-provider, turnkey solution is provided	9%		0.00
Comments			
Total	100%		0.00
Comments			
		1	1

Bid Evaluation Matrix		Magnolia Public Schools				CATEGORY 1 SERVICES			
190002071		© 2009-2019 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.							
MSA1, 5 Gbps		Bidders:							
Discount Percent for INTERNET Services		90%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Bidder (This section is automatically Calculated)					
		Vendors' Scores				Vendors' Ratings			
		ATT - 5 Gbps	ATT - 2 Gbps	Crown Castle, 5 Gbps	Spectrum, 5 Gbps	ATT - 5 Gbps	ATT - 2 Gbps	Crown Castle, 5 Gbps	Spectrum, 5 Gbps
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	\$ 3,188.01	\$ 2,588.98	\$ 5,500.00	\$ 5,343.75				
Monthly Costs	NOT eligible Monthly Recurring								
Monthly Costs	Total Monthly Recurring	\$ 3,188.01	\$ 2,588.98	\$ 5,500.00	\$ 5,343.75				
1st Year Costs	TOTAL 1st year Costs	\$ 38,256.12	\$ 31,067.76	\$ 66,000.00	\$ 64,125.00				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 38,256.12	\$ 31,067.76	\$ 66,000.00	\$ 64,125.00				
Least 1st year Cost of Eligible Services \$		31,067.76				1st year cost must be most cost effective			
		Contract Term in MONTHS		36	36	36	36		
		TOTAL CONTRACT Eligible Cost		\$ 114,768.36	\$ 93,203.28	\$ 198,000.00	\$ 192,375.00		
Least CONTRACT Cost of Eligible Services \$		93,203.28				Total contract cost must be most cost effective			
Evaluation Criterion	Weight								
For INTERNAL Reference ONLY	vs 1st year	4.06	5.00	2.35	2.42				
For INTERNAL Reference ONLY	vs. CONTRACT	4.06	5.00	2.35	2.42				
For INTERNAL Reference ONLY	vs. \$/mbps/mo	5.00	2.46	2.90	2.98				
Cost of Eligible Services (required, highest weight)	25%	5	2.5	3	3	1.25	0.63	0.75	0.75
Comments	\$/mbps/mo	\$ 0.64	\$ 1.29	\$ 1.10	\$ 1.07				
Least \$/mbps/mo \$		0.64							
Functionality/completeness/specifications of proposed	24%	4	4	4	5	0.96	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	no experience	good current experience with				
Cost of IN-eligible Services (required)	19%	3	3	3	3	0.57	0.57	0.57	0.57
Comments									
Vendor qualifications	7%	3	3	3	3	0.21	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567				
Comments									
Quality of proposal documentation	7%	3	3	4	4	0.21	0.21	0.28	0.28
Comments									
Contract terms and conditions	9%	3	3	3	3	0.27	0.27	0.27	0.27
Comments		36 months, with (2) two optional (1) one year extensions	36 months, with (2) two optional (1) one year extensions						
Extent to which a single-provider, turnkey solution is provided	9%	2.75	2.75	5	5	0.25	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for 5 sites	bids provided for all sites	bids provided for all sites				
Total	164%					3.72	3.09	3.49	3.73
Comments									
		Final Rankings (1,2,3)				Final Rankings (1,2,3)			
		2	4	3	1	2	4	3	1

Bid Evaluation Matrix

Magnolia Public Schools

17003590

Form 470			
190002072			
Certified Date	Allowable Contract Date (certified +28)	Last Date for Questions (certified + 20)	Proposals Due Date (certified = 35)
1/8/19	2/5/19	1/28/19	2/12/19

Discount Percent for INTERNET Services 90% Discount Percent for Category 2 85%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated (primary)	Company (ops)	Company SPIN (ops)	E-Mail Address (ops)	Date proposal received (ops)	CORRECT RFP Sig page signed? (ops)	Pricing Form returned? (ops)	499? (ops)	DIR (ops)	Last SPAC (ops)	Prior yr requested (ops)	Prior yr committed (ops)	Prior yr % committed (ops)	Good Bid/ Non-Responsive (primary)	If non-responsive, why? (primary)	Winner/Loser (primary)	Award/regret email to vendor (ops)
na	Cytranet (Accelerated Technology Services Group)	143051061	cnelson@cytranet.com	1/9/19	NQ	NQ	NQ		2018	\$ -	\$ -	-	Non-responsive	no sig page, no pricing form	Loser	
cabling MSA7, network equipment, BMIC	DSC	143036385	ken@dsc.la	2/4/19, 2/5/19	Yes	Yes	NQ	Yes	2019	\$286,183	\$210,077	73%	Good Bid		Winner	
cabling MSA7, network equipment, BMIC	GigaKOM	143027209	deankolesar@gigakom.com	2/11/19	Yes	Yes	Yes	Yes	2019	\$ 653,990	\$ 540,948	83%	Good Bid		Loser	
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			

Bid Evaluation Matrix		Magnolia Public Schools		CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for			
1 fiber run betw buildings at MSA7 (Northridge)		Bidders:			
Discount Percent for Category 2	85%	SEE INSTRUCTIONS - START HERE tab; enter Score per Ver		(This section is automatically Calculated)	
		Vendors' Scores		Vendors' Ratings	
		DSC	GigaKom	DSC	GigaKom
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 2,625.35	\$ 3,193.82		
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -		
1-time Non-recurring Costs	Total 1-time Cost	\$ 2,625.35	\$ 3,193.82		
Monthly Costs	ELIGIBLE Monthly Recurring				
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ -	\$ -		
1st Year Costs	TOTAL 1st year Costs	\$ 2,625.35	\$ 3,193.82		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 2,625.35	\$ 3,193.82		
Least 1st year Cost of Eligible Services \$ 2,625.35				1st year cost must be most cost effe	
Contract Term in MONTHS		18	18		
TOTAL CONTRACT Eligible Cost		\$ 2,625.35	\$ 3,193.82		
Least CONTRACT Cost of Eligible Services \$ 2,625.35				Total contract cost must be most cos	
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	5.00	4.11		
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	4.11		
Cost of Eligible Services (required, highest weight)	30%	5	4	1.50	1.20
Comments					
Functionality/completeness/specifications of proposed	29%	4	4	1.16	1.16
Comments			see proposal exclusions		
Cost of IN-eligible Services (required)	9%	3	3	0.27	0.27
Comments					
Vendor qualifications	9%	3.5	3	0.32	0.27
Prior Yr Funding Requested	select from vendor list tab	\$286,183	\$ 653,990		
Comments		Attended site walk	#08 NO SITE WALK WAS AVAILABLE. This price is subject to change pending access to the site.		
Quality of proposal documentation	9%	3	3	0.27	0.27
Comments		sig page provided	sig page provided		
Contract terms and conditions	9%	3	3	0.27	0.27
Comments			add-ons possible		
Extent to which a single-provider, turnkey solution is provided	5%	3	3	0.15	0.15
Comments					
Total	100%			3.94	3.59
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
		1	2	1	2

Bid Evaluation Matrix		Magnolia Public Schools		CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational			
Switches, SFP modules, UPS units, Access points, WAP controllers (if needed) for MSA1 & MSA7					
Bidders:					
SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per E (This section is automatically Calculated)					
Discount Percent for Category 2		85%		Vendors' Scores	
				Vendors' Ratings	
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 \$		71,239.54		1st year cost must be most cost effective	
		Contract Term in MONTHS			
		TOTAL CONTRACT Eligible Cost			
Least CONTRACT Cost of Eligible Services \$		71,239.54		Total contract cost must be most cost effective	
Evaluation Criterion					
For INTERNAL Reference ONLY		vs 1st year			
For INTERNAL Reference ONLY		vs. CONTRACT			
Cost of Eligible Services (required, highest weight)		30%			
Comments					
Functionality/completeness/specifications of proposed		29%			
Comments		Aruba & Ruckus optional installation both sites Includes shipping		Cisco & Meraki no installation offered for MSA7 Freight "as applicable"	
Cost of IN-eligible Services (required)		9%			
Comments					
Vendor qualifications		9%			
Prior Yr Funding Requested		select from vendor list tab			
Comments					
Quality of proposal documentation		9%			
Comments		pricing forms match PDF		pricing form does not match PDF tax calc incorrect	
Contract terms and conditions		9%			
Comments					
Extent to which a single-provider, turnkey solution is provided		5%			
Comments					
Total		100%		3.98	
Comments				3.44	
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
		1		2	
				1	
				2	

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 2 SERVICES		
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institu			
80 hours/yr Basic Maintenance of Internal Connections for MSA-1 & MSA-7		WILL NOT PURSUE AFTERALL (due to budget constraints)			
Discount Percent for Category 2		85%		Bidders:	
		SEE INSTRUCTIONS - START HERE tab; ent (This section is automatically Calculated)			
		Vendors' Scores		Vendors' Ratings	
		DSC	GigaKom	DSC	GigaKom
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 20,000.00	\$ 13,600.00		
1-time Non-recurring Costs	NOT eligible 1-time				
1-time Non-recurring Costs	Total 1-time Cost	\$ 20,000.00	\$ 13,600.00		
Monthly Costs	ELIGIBLE Monthly Recurring				
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ -	\$ -		
1st Year Costs	TOTAL 1st year Costs	\$ 20,000.00	\$ 13,600.00		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 20,000.00	\$ 13,600.00		
Least 1st year Cost of Eligible Services \$ 13,600.00				1st year cost must be most cost effe	
Contract Term in MONTHS		0	0		
TOTAL CONTRACT Eligible Cost		\$ 20,000.00	\$ 13,600.00		
Least CONTRACT Cost of Eligible Services \$ 13,600.00				Total contract cost must be most cos	
Evaluation Criterion		Weight			
For INTERNAL Reference ONLY		vs 1st year		3.40	5.00
For INTERNAL Reference ONLY		vs. CONTRACT		3.40	5.00
Cost of Eligible Services (required, highest weight)	30%	3.4	5	1.02	1.50
Comments					
Functionality/completeness/specifications of proposed	29%	4	4	1.16	1.16
Comments					
Cost of IN-eligible Services (required)	9%	3	3	0.27	0.27
Comments					
Vendor qualifications	9%	3	3	0.27	0.27
Prior Yr Funding Requested	select from vendor list tab	\$286,183	\$653,990		
Comments					
Quality of proposal documentation	9%	3	3	0.27	0.27
Comments					
Contract terms and conditions	9%	3	3	0.27	0.27
Comments		SPI required	SPI required		
Extent to which a single-provider, turnkey solution is provided	5%	3	3	0.15	0.15
Comments					
Total	100%			3.41	3.89
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
		2	1	2	1

Bid Evaluation Matrix		Magnolia Public Sch CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with T	
Support for ten (10) Palo Alto 3020 firewalls		NO BIDS	
		Bidders:	
Discount Percent for Category 2		85%	
		SEE INSTRUCTIONS - (This section is automatical	
		Vendors' Scores	
		Vendors' Ratings	
		Vendor 1	
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		#NUM!	
		Contract Term in MONTHS	
		TOTAL CONTRACT Eligible Cost	
Least CONTRACT Cost of Eligible Services		#NUM!	
Evaluation Criterion		Weight	
For INTERNAL Reference ONLY		vs 1st year	
For INTERNAL Reference ONLY		vs. CONTRACT	
Cost of Eligible Services (required, highest weight)		30%	
Comments			
Functionality/completeness/specifications of proposed		29%	
Comments			
Cost of IN-eligible Services (required)		9%	
Comments			
Vendor qualifications		9%	
Prior Yr Funding Requested		select from vendor list tab	
Comments			
Quality of proposal documentation		9%	
Comments			
Contract terms and conditions		9%	
Comments			
Extent to which a single-provider, turnkey solution is provided		5%	
Comments			
Total		100%	
Comments			
		Final Rankings (1,2,3)	
		1	
		1	

<i>Estimated</i>		Applicant Out-of-Pocket Cost		Entity 1	
				MSA1	MSA7
MSA1 Increased budget expected in concert with increased enrollment (to about 1080) due to larger facility.					
Remaining C2 Budget				106,579.73	33,137.04
Remaining C2 budget - ELIGIBLE 1-time cost				\$ 64,921.74	\$ 930.14
ELIGIBLE 1-time cost				\$ 41,657.99	\$ 32,206.90
NOT eligible 1-time cost				\$ -	\$ -
Total 1-time Cost				\$ 41,657.99	\$ 32,206.90
IF remaining budget - eligible cost is negative, use these calcs:					
Discount on eligible cost within budget					\$ 28,166.48
Total 1-time Cost - discount on eligible cost within budget					\$ 4,040.42 Applicant Out-of-Pocket Cost
IF remaining budget - eligible cost is positive, use these calcs:					
Discount on eligible cost				\$ 35,409.29	
Total 1-time Cost - discount on eligible cost				\$ 6,248.70	Applicant Out-of-Pocket Cost
project	winner			MSA1	MSA7
Cabling	DSC			na	\$ 2,625.35
Network Equipment	DSC			\$41,657.99	\$29,581.55
Firewall licenses	no bids			\$ -	\$ -
BMIC	not pursuing			\$ -	\$ -
				\$ 41,657.99	\$ 32,206.90 Applicant Out-of-Pocket Cost

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020

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.

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.

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.**

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] Forms 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
 - Cellular Data Plan/Air Card Service
 - Voice Service
 - Cellular Voice
 - Other
- Category 2:
 - Internal connections
 - Managed Internal Broadband Service
 - Basic maintenance of internal connections.

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 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 serve as SLD Standard Form 471 Item 21 Attachments, 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 2018 (July 1, 2018 – June 30, 2019), 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 and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. 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

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

not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² 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.

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

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to 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

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 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- 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 FY2019 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.

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 each correction is initialed by both parties. 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 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, to 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, or to wait for FCDL, 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” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

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.

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 (<http://www.leginfo.ca.gov/calaw.html>)

- 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 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.

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://efiling.dir.ca.gov/PWCR/Search.action>.

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 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's 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

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.

- 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].

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
- 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 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
- 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.

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 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.

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 phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

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

In addition, some cities levy:

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T 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.

REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002072 (Nickname: mps_y22_470_c2)

*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.

OPTIONAL Vendor Walk Through

Date and time to be announced via RFP amendment

18355 Roscoe Blvd., Northridge, CA 91325

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

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.

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.**

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

- 1. Vendor's proposal**
- 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 for 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 FY2018 application window and until all associated paperwork is completed**
 - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s) (submitted via online form)**
- 5. 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
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

Magnolia Public Schools [MPS] is a CA 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, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

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.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS is constructing a new building at MSA1 in Reseda, which will expand current facilities, though MSA1 will remain a single school at the same address. The new building will be connected to the main site via fiber LAN as a result of the main construction project.

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).

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#	Entity Name	Address	BEN	Enrollment ²
1	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	912
2	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	407
10	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	725
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Public Schools District	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	Na

² Enrollment is current projection.

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 2 (Internal Connections, MIBS, BMIC)

REMINDER: All E-Rate Category 2 funding is based on PER ENTITY budgets. Therefore, all proposals must clearly subtotal products/services PER ENTITY.

For reference, a typical school network will have the following:

- a. One MDF per entity, ideally located at the Minimum Point of Entry [MPOE], plus multiple IDFs
- b. MDF to contain: router (if needed), firewall, switches, patch panels for telephone (though no longer eligible for E-Rate) and data traffic, appropriately sized UPS
- c. IDFs to contain: patch panel, switch(s), appropriately sized UPS
- d. All IDF and MDF equipment will be mounted on standard 19-inch racks.

B.1 Category 2, Internal Connections – Cabling

Posted in Form 470 under these functions:

- Cabling
- Antennas, Connectors, and *Related Components*

Recipients of Service:

- MSA-7 (Northridge)

Requirements

Proposals should include materials and installation of:

- Fiber Runs
 - Quantity of connections = 1
 - Estimated total feet = 150
- Related Components
 - Patch Panels
 - Quantity, as needed
 - Fiber or copper panels, as needed, rated to match cabling
 - Conduit/raceways as needed
 - Mounting/junction boxes
 - Other items needed for a complete and working system

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- FIBER Specs:
 - Fiber runs should be twelve (12) strands of 50/125 μm 10 Gbps-rated multimode terminated with LC type connectors on all strands

- General Specs:
 - All wiring must be labeled on both ends and tested, with wiring maps supplied. Copper and fiber test results and wire maps are to be supplied to the Applicant in electronic format
 - All necessary racks, cabinets, patch panels, patch cables, raceways, surface mount boxes, junction boxes, and similar items needed for a complete and working system should be included in cabling bids
 - All necessary additional patch cables should be supplied, in appropriate lengths
 - All runs should be properly terminated at the patch panel unless otherwise indicated
 - Bids should summarize average per-drop pricing, including all parts, labor, taxes, and shipping
 - Bids to include removal and disposal of old wiring (separate subtotal)

- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing_form_c2](#)

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Form per site.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1 year periods as may be required to complete the full project.

B.2 Category 2, Internal Connections – Network Components

Posted in Form 470 under these functions:

- Antennas, *Connectors*, and Related Components
- Switches
- UPS/Battery Backup
- Access Point
- Wireless Controller

Recipients of Service:

- MSA-1 (Reseda)
- MSA-7 (Northridge)

Summary

Recipient of Service	MSA-1 (Reseda)	MSA-7 (Northridge)
48-port Switch, Layer 3	4	5
SFP Module	8 - 16	10 - 20
UPS unit	1	1
Access Point	38	17
Access Point Controller, if needed	1, if needed	1, if needed
FYI: ISP CPE handoff is:	Copper preferred	Copper preferred

Requirements

Proposals should include these internal connections and OPTIONAL installation of:

- Antennas, Connectors, and Related Components
 - 10 Gbps SFP modules
- Switches
 - Sufficient quantity of switches to activate all ports with modest (20%) spare capacity
 - All switches must support Layer 2 (for most applications) or Layer 3 (for applications where a router is required), PoE+, QoS, RJ-45 ports. Prefer identical 48-port models (or 24-port where less capacity is needed), stackable
 - All RJ45 ports of any switch must be 10/100/1000 Mbps auto-negotiating
 - Switches manageable from more than a single major desktop OS platform are preferred
 - All fiber-capable equipment must support four SFP modules with LC connections
 - 3-year usage licenses, as required
 - 3-year support licenses, as required

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- UPS/Battery Backup
 - An appropriately sized Uninterruptible Power Supply [UPS] (preferably rack-mount) should be provided for each rack of E-Rate eligible network equipment (part of network active element hardware quote)
 - In MDF, UPS should support at least 1 hour of uptime given anticipated loads
 - In all IDFs, UPS should support at least 30 minutes of uptime given anticipated loads
 - Enough capacity to support all LAN/WAN connection components and work with PoE capable devices, and include at least 6 outlets
 - Anticipated Volt Amps = 1500 VA to 3500 VA
 - UPS units to support ineligible equipment, as needed, may be quoted if a method of cost allocation can be established
 - Any required/associated software

- Access Points
 - Support for QoS and VLANs
 - Capable of supporting 2 uplink-side RJ45 connections, with Power-over-Ethernet, 10/100/1000BaseT, auto sensing, auto-MDX, for a nominal combined bandwidth capacity of at least 2 Gbps
 - Sufficient density of access points to have seamless coverage at any location in the network coverage area, capable of supporting an average nominal throughput of 32 Mbps for each of up to 64 connected devices, with increased bandwidth per device when there are fewer connections
 - Wireless access points must support 802.11n and 802.11ac (as well as 802.11g), and work with access point controller if used
 - PoE-ready
 - Dual Radios or a mix of interoperable APs supporting both commonly used frequencies
 - Please provide volume tiered unit pricing noting any applicable packaging bundles
 - 3-year usage licenses, as required
 - 3-year support licenses, as required

- Wireless Controller, if needed
 - Wireless Access Controller solution capable of handling all proposed WAPs; either LAN-based or cloud-based controller technologies are acceptable
 - Ability to handle a mix of 802.11g, 802.11n and 802.11ac wireless access points
 - Support for QoS and VLANs
 - Sufficient quantity of 3-year usage licenses, as required
 - Sufficient quantity of 3-year support licenses, as required

- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

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NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Forms per site for components and separate Pricing Forms per site for installation.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1 year periods as may be required to complete the full project.

B.3 Category 2, Basic Maintenance of Internal Connections

Posted in Form 470 under this function:

- Firewall Service and Components
- Switches
- UPS Units
- Access Point
- Wireless Controller

Recipients of Service:

1. MSA-1 (Reseda)
2. MSA-2 (Valley)
3. MSA-3 (Carson)
4. MSA-4 (Venice)
5. MSA-6 (Palms)
6. MSA-7 (Northridge)
7. MSA-8 (Bell)
8. MSA-SA (Santa Ana)
9. MSA-SD (San Diego)
10. Central Office (this NIF is not eligible for E-Rate Category 2 support)

NOTE: MSA-5 (Los Lobos) is NOT INCLUDED in this request.

Requirements

Proposals should include:

- Support for ten (10) Palo Alto 3020 firewalls to include:
 - Extended service agreement
 - Advance parts replacement
 - Access to the online support portal and 24 x 7 x 365 phone and email support
 - Software updates
 - Advanced hardware replacement service with next business day shipping of replacement hardware
- Licenses
 - 3-year usage licenses, as required for Internal Connections identified in section B.2 above
 - 3-year support licenses, as required for Internal Connections identified in section B.2 above
- 80 hours/yr Basic Maintenance of Internal Connections for MSA-1 for these existing components, plus new components from section B.2 above:

Site	Component	Make/Model	Qty
MSA1 (Reseda)	Switches, existing	HP J9729	10
MSA1 (Reseda)	Switches, per section B.2 above	TBD	4
MSA1 (Reseda)	UPS unit, per section B.2 above	TBD	1
MSA1 (Reseda)	Access points, per section B.2 above	TBD	38

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Site	Component	Make/Model	Qty
MSA1 (Reseda)	Access point controller, if needed, per section B.2 above	TBD	1
NOT E-Rate eligible; please provide separate quote			
MSA1 (Reseda)	DNS Server (not eligible for E-Rate support, please provide separate quote)	HPML 350series	1

- 80 hours/yr Basic Maintenance of Internal Connections for MSA-7 for these existing components, plus new components from section B.2 above:

Site	Component	Make/Model	Qty
MSA7 (Northridge)	Switches, existing	HP J9729	2
MSA7 (Northridge)	Switches, per section B.2 above	TBD	5
MSA7 (Northridge)	UPS unit, per section B.2 above	TBD	1
MSA7 (Northridge)	Access points, per section B.2 above	TBD	17
MSA7 (Northridge)	Access point controller, if needed, per section B.2 above	TBD	1
NOT E-Rate eligible; please provide separate quote			
MSA7 (Northridge)	DNS Server (not eligible for E-Rate support, please provide separate quote)	HPML 350series	1

- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Forms per site and separate Pricing Forms per site for E-Rate ineligible items.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 6/30, with the option to extend for up to two (2) additional 1 year periods at discretion of Applicant.

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**.

- For the MSA-7 (Northridge) Fiber Cabling project ONLY, a Vendor Walk Through will be held at the **date** and **time** and **location** 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 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**.

Sign-in and a 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.

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 (via online form)
- 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 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 all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

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

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Criterion	Weight
Cost of eligible products and services ³ during <i>initial</i> contract term	30%
Functionality/completeness/specifications of proposed solution ⁴	29%
Cost of <i>ineligible</i> products and services ⁵ during <i>initial</i> contract term	9%
Contract terms and conditions ⁶	9%
Vendor qualifications ⁷	9%
Quality of proposal documentation ⁸	9%
Extent to which a single-provider, turnkey solution is provided ⁹	5%
Total	100.00%

E. OTHER SPECIFICS

Except for fiber cabling, Applicant anticipates handling installation of equipment and software. However, if adequate Category 2 budget is available, and vendor pricing is acceptable, Applicant may opt for vendor installation. Therefore, installation should be subtotaled separately in proposals.

³ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁴ For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

⁵ Such as firewall services.

⁶ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections.

⁷ Factors to be considered include: technical credentials, staff certifications, industry experience, references, quality and clarity of proposal document, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

⁸ Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP).

⁹ *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 the requirements; however, use of subcontractors is acceptable.

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002072 (Nickname: mps_y22_470_c2)

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.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

Pricing Form Reference # (from 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. Additional documents may be required by either party. 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.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020

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.

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.

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.**

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] Forms 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
 - Cellular Data Plan/Air Card Service
 - Voice Service
 - Cellular Voice
 - Other
- Category 2:
 - Internal connections
 - Managed Internal Broadband Service
 - Basic maintenance of internal connections.

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 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 serve as SLD Standard Form 471 Item 21 Attachments, 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 2018 (July 1, 2018 – June 30, 2019), 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 and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. 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

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

not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² 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.

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

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to 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

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 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- 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 FY2019 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.

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 each correction is initialed by both parties. 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 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, to 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, or to wait for FCDL, 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” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

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.

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 (<http://www.leginfo.ca.gov/calaw.html>)

- 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 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.

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://efiling.dir.ca.gov/PWCR/Search.action>.

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 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's 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

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.

- 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].

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
- 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 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
- 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.

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 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.

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 phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

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

In addition, some cities levy:

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T 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.

REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_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)

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.

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.

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.**

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

- 1. Vendor's proposal**
- 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 for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
 - c. The price, subtotalling 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 FY2018 application window and until all associated paperwork is completed**
 - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s)**
- 5. 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
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

Magnolia Public Schools [MPS] is a CA 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, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

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.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS seeks bids for Internet service for all District sites except Bell and San Diego.

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
FY2018 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment ²
1	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	541
2	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	725
10	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	407
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Public Schools District	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	na

NOTE:

- MSA1 (Reseda) enrollment is expected to be maximum of 912 students after construction is completed. With enrollment increased to 912, MSA1 remaining C2 Budget will be \$80,332.76.

² Enrollment is current projection.

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/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

Magnolia Public Schools
FY2018 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

Requirements:

Anticipated Bandwidth	Recipient of Service	BEN	Address of Service	ISP Handoff
At least 100 Mbps, 500 Mbps preferred, scalable to 1 Gbps	MSA3 Carson	16056858	1254 East Helmick Street Carson, CA 90746	Copper preferred
At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps	MSA4 Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Copper preferred
At least 200 Mbps, scalable to 500 Mbps	Central Office		250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Copper preferred
	MSA5 Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Copper preferred
	MSA6 Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Copper preferred
	MSA7 Elementary	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Copper preferred
At least 500 Mbps, scalable to 1 Gbps	MSA2 Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Copper preferred
	MSA Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Copper preferred
At least 500 Mbps, 1 Gbps preferred, scalable to 5 Gbps	MSA1 Reseda ³	234483	18238 Sherman Way Reseda, CA 91335	Copper preferred

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that any Customer Premise Equipment [CPE] 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 = 99.9%
- IP addresses = up to 4

³ Construction at MSA1 is to expand current facilities, but MSA1 remains a single school at the same address. MSA1’s current address will remain same with CDE and E-Rate. The new building (official street address of 18220 Sherman Way) is simply a new building on the same campus. The new building will be connected to the main site via fiber LAN.

Magnolia Public Schools
FY2018 E-Rate Request for Proposals

- 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
- Pricing Form (required): Vendors should submit the completed Pricing *in .xlsx format* (attached with this RFP to the FCC Form 470):

pricing_form_c1.xlsx

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

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 indicate in Pricing Form.

- Contract preference: To coincide with E-Rate funding year, 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, a three (3) year term with two (2) 1-year renewals after initial contract term is preferred.

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**.
- A Vendor Walk Through will be held at the **date** and **time** and **location** 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 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**.

Sign-in and a 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.

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
- 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
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any 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 all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

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

Magnolia Public Schools
 FY2018 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services ⁴ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁵	24%
Cost of <i>ineligible</i> products and services ⁶ during <i>initial</i> contract term	19%
Contract terms and conditions ⁷	9%
Extent to which a single-provider, turnkey solution is provided ⁸	9%
Vendor qualifications ⁹	7%
Quality of proposal document(s) ¹⁰	7%
Total	100.00%

E. OTHER SPECIFICS

No additional specifics are available.

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁵ 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. Solutions that emphasize student data security are strongly preferred.

⁶ Such as cost of handsets, voice features, or Early Termination Fees.

⁷ 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.

⁸ *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).

⁹ 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.

¹⁰ The extent to which the proposal documents are clear, complete, consistent, accurate.

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_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.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

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. Additional documents may be required by either party. 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.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

**AMENDMENT DATED 01/29/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002071 (Nickname: mps_y22_470_c1)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Correction to page 3 of mps_y22_rfp_specific_info, 01/29/2019

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- 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**

Deadline Clarifications

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002071**, and unless updated further:

- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **2/12/2019**

The deadline for submission of QUESTIONS about this RFP is EXTENDED to 5pm PST on **2/5/2019**.

Required Pricing Form, 01/29/19

The mandatory Pricing Form for Category 1 projects is an Excel spreadsheet, which can be downloaded from the Form 470.

Vendor Questions, 01/29/19

Q1: Will bids be accepted for only some of the listed entities?

A1: While a single vendor for all sights is preferred, Applicant will consider options, particularly if significant savings are available.

Q2: Required bandwidth lists copper services on the table, but some sites are already fiber. Is this for secondary circuit on top of the fiber they have?

A2: MPS is seeking primary circuits eligible for E-Rate funding. Secondary circuits are not eligible for E-Rate support. Applicant prefers copper/Ethernet handoff.

**AMENDMENT DATED 01/17/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002072 (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Correction to page 3 of mps_y22_rfp_specific_info, 01/17/2019

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- 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**

Deadline Clarifications

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002072**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 5pm PST on **01/28/2019**
- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **02/12/2019**

Required Pricing Form

The mandatory Pricing Form for Category 2 project is accessible at this link: [pricing_form_c2](https://fs28.formsite.com/kQm1gu/form1/index.html) (https://fs28.formsite.com/kQm1gu/form1/index.html).

Vendor Walk Through

The optional Vendor Walk Through will be held:

- **Wednesday, January 23 at 1pm (Pacific)**
- **At 18355 Roscoe Blvd., Northridge, CA 91325**

**AMENDMENT DATED 01/17/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002072 (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Correction to page 3 of mps_y22_rfp_specific_info, 01/17/2019

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- 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**

Deadline Clarifications

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002072**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 5pm PST on **01/28/2019**
- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **02/12/2019**

Required Pricing Form

The mandatory Pricing Form for Category 2 project is accessible at this link: [pricing_form_c2](https://fs28.formsite.com/kQm1gu/form1/index.html) (https://fs28.formsite.com/kQm1gu/form1/index.html).

Vendor Walk Through

The optional Vendor Walk Through will be held:

- **Wednesday, January 23 at 1pm (Pacific)**
- **At 18355 Roscoe Blvd., Northridge, CA 91325**

**AMENDMENT DATED 01/30/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002072 (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*


erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Vendor Questions, 1/30/19

Q1: Will Applicant consider replacing the existing firewall hardware with something new?

A1: The Applicant has posted the request for support for ten (10) Palo Alto 3020 firewalls in Basic Maintenance of Internal Connections, not Internal Connections. Consideration of new equipment would be a cardinal change to the Form 470 posting, so “No.”

From: Frew, Maria C Maria.Frew@charter.com 
Subject: RE: Magnolia Public Schools
Date: February 27, 2019 at 3:20 PM
To: Eileen Miller emiller@learningtech.org
Cc: Hernandez, Rosa E Rosa.Hernandez@charter.com, erate.mps erate.mps@learningtech.org, Miller, Sherry Sherry.Miller@charter.com



Yes I concur.

Your spreadsheet didn't the right drop down.
I should have done Internet instead of Lit Fiber.

Maria Frew
Spectrum Enterprise - Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller <emiller@learningtech.org>
Sent: Wednesday, February 27, 2019 3:17 PM
To: Frew, Maria C <Maria.Frew@charter.com>
Cc: Hernandez, Rosa E <Rosa.Hernandez@charter.com>; erate.mps <erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: Re: Magnolia Public Schools

I am trying to confirm:

- \$955/mo is the price for 500 Mbps DIRECT INTERNET ACCESS
- \$5343.75/mo the price for 5 Gbps DIRECT INTERNET ACCESS

MPS does NOT have a hub/spoke topology; MPS has stand alone Internet service per site. The Spectrum/Charter bid references "Lease Lit Fiber" *only* for all sites. I just want to be sure you are quoting pricing for "Direct Internet Access" and not WAN services.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)

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

FY2019 Application Window opens 1/16/19; closes 3/27/19

On Feb 27, 2019, at 3:01 PM, Frew, Maria C <Maria.Frew@charter.com> wrote:

Hi Eileen

ni eileen

If you are just concurring the \$955 for the 500M that is correct.

Maria Frew
Spectrum Enterprise – Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller <emiller@learningtech.org>
Sent: Wednesday, February 27, 2019 2:57 PM
To: Hernandez, Rosa E <Rosa.Hernandez@charter.com>
Cc: Frew, Maria C <Maria.Frew@charter.com>; erate.mps <erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: Re: Magnolia Public Schools

Applicant is trying to make decisions. Please hurry.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
FY2019 Application Window opens 1/16/19; closes 3/27/19

On Feb 27, 2019, at 2:45 PM, Hernandez, Rosa E <Rosa.Hernandez@charter.com> wrote:

Hi Eileen,

Can you give me another 24-48 hours?

Rosa Hernandez

From: Eileen Miller <emiller@learningtech.org>
Sent: Wednesday, February 27, 2019 2:30 PM
To: Frew, Maria C <Maria.Frew@charter.com>
Cc: erate.mps <erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>; Hernandez, Rosa E <Rosa.Hernandez@charter.com>

<nosa.nettinauez@charter.com>

Subject: Re: Magnolia Public Schools

Maria,
Any updates?
Eileen

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
FY2019 Application Window opens 1/16/19; closes 3/27/19

On Feb 20, 2019, at 6:53 PM, Eileen Miller
<emiller@learningtech.org> wrote:

Ok. thx.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with
Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
**FY2019 Application Window opens 1/16/19; closes
3/27/19**

On Feb 20, 2019, at 6:49 PM, Frew, Maria
C <Maria.Frew@charter.com> wrote:

Hi Eileen

I didn't forget about you.
I'm just waiting for finance to make sure.
If it's \$955 for 500M is what you think they

...the price for everything that you think they will go with it will be all renewal except for the 2 sites that are new but if we do it all in one contract it should be the same but let's wait what the finance folks say.

Maria Frew
Spectrum Enterprise - Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Frew, Maria C
Sent: Monday, February 18, 2019 10:23 PM
To: 'Eileen Miller'
<emiller@learningtech.org>
Cc: erate.mps
<erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: RE: Magnolia Public Schools

Ok let me double check for sure with Finance.

Maria Frew
Spectrum Enterprise - Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller
<emiller@learningtech.org>
Sent: Monday, February 18, 2019 7:13 PM
To: Frew, Maria C
<Maria.Frew@charter.com>
Cc: erate.mps
<erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: Re: Magnolia Public Schools

As long as \$955/mo is the price for direct Internet service, we're all good.
Please confirm.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for
Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great
Nonprofits!
**FY2019 Application Window opens
1/16/19; closes 3/27/19**

On Feb 18, 2019, at 7:00 PM,
Frew, Maria C
<Maria.Frew@charter.com>
wrote:

You are correct.
I did the wrong drop down.
They are all Internet and NOT
Hub and Spoke topology

Maria Frew
**Spectrum Enterprise -
Gov/Ed**
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller
<emiller@learningtech.org>
Sent: Monday, February 18,
2019 6:54 PM
To: Frew, Maria C
<Maria.Frew@charter.com>
Cc: erate.mps
<erate.mps@learningtech.org>;
Miller, Sherry
<Sherry.Miller@charter.com>
Subject: Re: Magnolia Public
Schools
Importance: High

Hi Maria

111 1111111111,

The RFP request “Direct Internet Access,” though due to the new Form 470 requirements, we have to post in all functions (just in case the resulting service award is either non-fiber or fiber):

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

MPS does NOT have a hub/spoke topology; MPS has stand alone Internet service per site. The Spectrum/Charter bid references “Lease Lit Fiber” *only* for all sites. I just want to be sure you are quoting pricing for “Direct Internet Access” and not WAN services.

Please advise.

Thanks,
Eileen

Eileen Miller
VP, E-Rate & Technology
Planning
Learningtech.org [The Miller
Institute for Learning with
Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review
of our work at Great Nonprofits!
FY2019 Application
Window opens 1/16/19;
closes 3/27/19

On Feb 12, 2019,
at 4:20 PM,
Frew, Maria C
<Maria.Frew@charter.com> wrote:

FCC Form 470 -
Funding Year
2019

Form 470
Application
Number:
190002071
mps_y22_470_c1

Billed Entity
Magnolia Public
Schools
250 E 1St Street
STE1500

Los Angeles, Los
Angeles, CA
90012

213-628-3634
erate.mps@learningtech.org

Billed Entity
Number:

17003590
FCC Registration

Number:
0025215294

Contact
Information
Eileen Miller
emiller@learningtech.org

650-598-0105
ext.252

Anticipated
Bandwidth
Recipient of
SCHEDULED

Service BEN
Address of
Service ISP
Handoff

At least 100
Mbps,
500 Mbps
preferred,
scalable to 1
Gbps

MSA3
Carson 16056858
1254 East
Helmick Street
Carson,
CA 90746
Copper preferred

At least 100
Mbps,
200 Mbps
preferred,
scalable to 500
Mbps

MSA4
Venice 16056859
11330 West
Graham Place
Los
Angeles, CA
90064 Copper
preferred

At least 200
Mbps,
scalable to 500
Mbps

Central
Office 250 East
1st Street, Suite
1500
Los
Angeles, CA
90012 Copper
preferred

MSA5

Los Lobos
16056860 18230
Kittridge Street
Reseda,
CA 91335
Copper preferred

MSA6
Palms 16056861
3754 Dunn Drive
Los
Angeles, CA
90034 Copper
preferred

MSA7
Elementary
16028804 18355
Roscoe Blvd.
Northridg
e, CA 91325
Copper preferred

At least 500
Mbps,
scalable to 1
Gbps

MSA2
Valley 16056857
17125 Victory
Blvd.
Van Nuys,
CA 91406
Copper preferred

MSA
Santa Ana
16056863 2840
W. 1st Street
Santa
Ana, CA 92703
Copper preferred

At least 500
Mbps, 1
Gbps preferred,
scalable to 5

Gbps
MSA1
Reseda3 234483
18238 Sherman
Way
Reseda,
CA 91335
Copper preferred

Maria Frew
Government and
Education
Spectrum
Enterprise
Office: 562-677-
0273
Cell: 310-770-
9518
17777 Center
Court Drive, 8th
Floor, Cerritos
CA 90703
Maria.frew@charter.com<[mailto: Maria.frew@charter.com](mailto:Maria.frew@charter.com)>

Legacy Time
Warner Cable
888-812-2591
Press 1 for Tech
Support/ * For
Modem support,
Phone, CATV
Press 1

* For PRI and
Fiber services
Press 2
* For Hosted
Voice Press 3

Press 2 for
Billing Customer
Support

Legacy Charter
Communication

866-603-3199

* Press 1 for
Technical
Support

* Press 2 for
Billing Support

* Press 3 for
Upgrading and
Changing
Services

[\[cid:image003.png@01D3594F.FC3422C0\]](mailto:g@01D3594F.FC3422C0)

E-MAIL

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2019 5G x 5G
pricing_form_c1.xlsx>

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x 500...c1.xlsx

GENERAL

Spectrum Enterprise

Ethernet and Internet Services Proposal for Magnolia Public Schools B.1 Category 1, Direct Internet Access

Presented To:
Magnolia Public Schools
Consultant
250 E 1St Street STE 1500
Los Angeles, CA 90012
erate.mps@learningtech.org

Presented By:
Ms. Maria Frew
MAE - Government & Education
17777 Center Court Drive
Cerritos, CA 90703
(562) 677-0273
Maria.Frew@charter.com





Tuesday, February 12, 2019

Mr. Eileen Miller
Consultant
Magnolia Public Schools
250 E 1St Street STE 1500
Los Angeles, CA 90012
erate.mps@learningtech.org

Dear Mr. Miller:

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

Spectrum is committed to providing Magnolia Public Schools with broadband services necessary to meet its current and future technology needs. Spectrum provides advanced broadband services to more than one million business customers across 41 states, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum's advanced technology and product innovations address customer's growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your RFP. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making.

Spectrum Enterprise owns, manages, and maintains its network infrastructure, which includes hub sites, fiber plant, electronic switch and routing equipment, and customer premise equipment in its footprint in the continental United States. The Spectrum Ethernet solutions are MEF certified and use VPLS (MPLS over Ethernet) to provide a dedicated service to you our customer. This network is not over subscribed but dedicated, that is the bandwidth you purchase is reserved for you and is available 24 x 7 x 365. This is a Spectrum Enterprise exclusive service and only available from Spectrum Enterprise. There is no extra charge for this for this is the way we design and deliver service to all of our customers.

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC-143050436, a subsidiary of Charter Communications, Inc.



Spectrum is bidding B.1 Category 1, Direct Internet Access. All service offered by Spectrum in the proposal is E-rate Eligible.

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.

Spectrum has taken exceptions throughout the response.

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Ms. Maria Frew

MAE - Government & Education

LEGAL DISCLAIMER and SUMMARY

This proposal shall not be considered an acceptance of any offer by Magnolia Public Schools or otherwise create a binding contract between Magnolia Public Schools and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Magnolia Public Schools may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. 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.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.

DEFINITIONS OF ABBREVIATED TERMS

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.

MULTI-LOCATION TERMS	ABBREVIATION
CARRIER ETHERNET	CE
METRO ETHERNET FORUM	MEF
WIDE AREA NETWORK	WAN
SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
NON-RECURRING CHARGE	NRC
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

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Service Agreement 59

EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), the 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

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

Implementation Plan

Spectrum has detailed processes in place to ensure installations occur in a timely fashion and to your timeframe. Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Magnolia Public Schools, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Magnolia Public Schools's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.

ABOUT US

Spectrum, a division of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. Spectrum's broad portfolio includes Internet access, Ethernet access and networks, Voice, and TV solutions and extends to Managed IT solutions including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite. Our industry-leading team of experts work closely with clients to achieve greater success by providing these right fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 90,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).

FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

[Fiber Internet Access overview](#)

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise’s fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise’s secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee

PRODUCT BRIEF FIBER INTERNET ACCESS

Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise 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 insusceptible to electromagnetic interference

Internet Access Demarcation

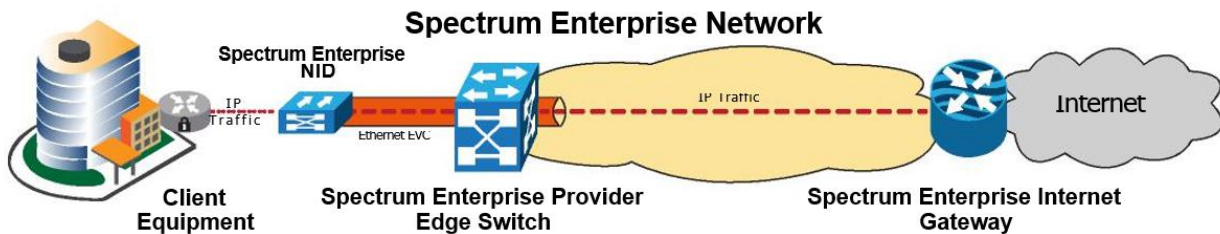
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space



SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the initial Service Period, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ complete Terms & Conditions as provided in our service contract

[See attached pricing sheet.](#)

Spectrum's Taxes, Surcharges, and Fees provision is as follows:

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, property, 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, and 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.

SPECTRUM'S RESPONSE TO MAGNOLIA PUBLIC SCHOOLS

Spectrum is pleased to submit this formal proposal for Ethernet and Internet Services to Magnolia Public Schools. On the pages to follow, Spectrum has responded to your Request for Proposal and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible, we linked our responses back to your needs to show you not only what we offer, but also why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

As the second largest cable operator in the United States, Spectrum can provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

Spectrum owns and operates our network from end-to-end and offers one phone number to call after installation for all support and service inquiries. There is never any question as to how to get help, or who will be supporting you should you ever need assistance.

- ▶ **Service and Savings:** Owning our network allows us to not only manage and monitor your services, but also pass cost savings on to our end customers with highly competitive rates
- ▶ **Reliable connectivity:** With dedicated connectivity up to 10 Gbps, Spectrum can offer the newest technology and services
- ▶ **Adaptability:** Spectrum offers future-proof solutions that are scalable and flexible to adapt to our customers changing requirements
- ▶ **Service:** We serve all of our customers with a dedicated team of Account Executives with supporting teams that understand complex requirements for acquiring, funding and installing solutions like yours

We understand that not all businesses have the same needs and are committed to working with our clients to move past limitations, integrating the most valuable solutions, and achieving greater success together. We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your broadband provider now, and into the future.

Magnolia Public Schools
FY2018 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Category 1 Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_470_c1)

Magnolia Public Schools
FY2018 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.

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.**

Spectrum understands.

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

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
 - a. Succinct recap (single page, no more than 2 paragraphs) in nontechnical terms, of what the proposal provides to the Applicant**
 - b. Clear statement regarding for 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 FY2018 application window and until all associated paperwork is completed**
 - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s)**
- 5. Timely submission**

Spectrum understands and has complied.

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
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

Spectrum understands.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

Magnolia Public Schools [MPS] is a CA 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, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

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.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS seeks bids for Internet service for all District sites except Bell and San Diego.

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).

Spectrum understands.

Magnolia Public Schools
 FY2018 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment ²
1	Magnolia Academy	Science 18238 Sherman Way Reseda, CA 91335	234483	541
2	Magnolia Academy Valley	Science 17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Academy Carson	Science 1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Academy Venice	Science 11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Academy Los Lobos	Science 18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Academy Palms	Science 3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Academy Elementary	Science 18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Academy Bell	Science 6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Academy Santa Ana	Science 2840 W. 1st Street Santa Ana, CA 92703	16056863	725
10	Magnolia Academy San Diego	Science 6525 Estrella Avenue San Diego, CA 92120	16056862	407
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Schools District	Public 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	na

NOTE:

- ∞ MSA1 (Reseda) enrollment is expected to be maximum of 912 students after construction is completed. With enrollment increased to 912, MSA1 remaining C2 Budget will be \$80,332.76.

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/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

Spectrum understands.

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

Requirements:

Anticipated Bandwidth	Recipient of Service	BEN	Address of Service	ISP Handoff
At least 100 Mbps, 500 Mbps preferred, scalable to 1 Gbps	MSA3 Carson	16056858	1254 East Helmick Street Carson, CA 90746	Copper preferred
At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps	MSA4 Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Copper preferred
At least 200 Mbps, scalable to 500 Mbps	Central Office		250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Copper preferred
	MSA5 Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Copper preferred
	MSA6 Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Copper preferred
	MSA7 Elementary	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Copper preferred
At least 500 Mbps, scalable to 1 Gbps	MSA2 Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Copper preferred
	MSA Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Copper preferred
At least 500 Mbps, 1 Gbps preferred, scalable to 5 Gbps	MSA1 Reseda ³	234483	18238 Sherman Way Reseda, CA 91335	Copper preferred

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that any Customer Premise Equipment [CPE] 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 = 99.9%
- IP addresses = up to 4

Spectrum's proposal is for Internet (Fiber Based Internet Service). Please review Spectrum's SLA incorporated within this proposal.

Services provided under the Agreement to the Customer shall be available for Customer's use at least ninety-nine and ninety-five one hundredths percent (99.95%) each month the Services are to be provided by Spectrum hereunder ("Network Availability"). Since no provider can control the means of force majeure (acts of God or uncontrollable access to plant due to safety issues and access to poles or underground segments), Spectrum has additional service level agreement (SLA) provisions that can be added to the end user agreement. Any transmissions outside of Spectrum's core network are not controlled by Spectrum and, therefore, are not applicable to this service parameter.

³ Construction at MSA1 is to expand current facilities, but MSA1 remains a single school at the same address. MSA1's current address will remain same with CDE and E-Rate. The new building (official street address of 18220 Sherman Way) is simply a new building on the same campus. The new building will be connected to the main site via fiber LAN.

- 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 Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. 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>

- Pricing Form (required): Vendors should submit the completed Pricing *in .xlsx format* (attached with this RFP to the FCC Form 470): **pricing_form_c1.xlsx**

Spectrum understands.

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. No deviation may be introduced between the submitted Pricing Form and any resulting contract.

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 indicate in Pricing Form.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. 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>

- Contract preference: To coincide with E-Rate funding year, 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, a three (3) year term with two (2) 1-year renewals after initial contract term is preferred.

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.

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.

U 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.

U Attendance is *optional*.

U Attendance is **mandatory**.

U A Vendor Walk Through will be held at the **date** and **time** and **location** 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 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.

U Attendance is *optional*.

U Attendance is **mandatory**.

Sign-in and a 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.

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
- 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
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any 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 all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

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

Spectrum understands.

Criterion	Weight
Cost of eligible products and services ⁴ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁵	24%
Cost of <i>ineligible</i> products and services ⁶ during <i>initial</i> contract term	19%
Contract terms and conditions ⁷	9%
Extent to which a single-provider, turnkey solution is provided ⁸	9%
Vendor qualifications ⁹	7%
Quality of proposal document(s) ¹⁰	7%
Total	100.00%

E. OTHER SPECIFICS

No additional specifics are available.

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁵ 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. Solutions that emphasize student data security are strongly preferred.

⁶ Such as cost of handsets, voice features, or Early Termination Fees.

⁷ 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.

⁸ *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).

⁹ 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.

¹⁰ The extent to which the proposal documents are clear, complete, consistent, accurate.

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_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.

Irwin Whistler III

Irwin Whistler III (Feb 11, 2019)

Signature

Irwin Whistler, Dir. Strategic Accounts

Charter Communications Operating, LLC

Printed Name and Title

Vendor Name

02/11/2019

143050436

Date

SPIN

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. Additional documents may be required by either party. 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.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

Signature Page 02/11






Adobe Sign Document History

02/11/2019



Created:	02/11/2019
By:	sherry.miller@charter.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAAY2cqZkIKG_WIHT518Xyu-IQklzvODaC

"Signature Page 02/11" History

-  Document created by sherry.miller@charter.com
02/11/2019 - 8:19:22 AM PST- IP address: 68.114.34.12
-  Document emailed to Irwin Whistler III (irwin.whistler@charter.com) for signature
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-  Document e-signed by Irwin Whistler III (irwin.whistler@charter.com)
Signature Date: 02/11/2019 - 8:24:38 AM PST - Time Source: server- IP address: 204.235.114.165
-  Signed document emailed to Irwin Whistler III (irwin.whistler@charter.com) and sherry.miller@charter.com
02/11/2019 - 8:24:38 AM PST

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020

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.

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.

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] Forms 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
 - Cellular Data Plan/Air Card Service
 - Voice Service
 - Cellular Voice
 - Other
- Category 2:
 - Internal connections
 - Managed Internal Broadband Service
 - Basic maintenance of internal connections.

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.

Spectrum understands.

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 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.

Spectrum understands.

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 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.

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.

Customer's Service Order will include the following E-rate Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services 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 Service Charges, 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 Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

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.

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, 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**

Spectrum understands.

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), 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 and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. 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 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.

Spectrum understands.

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

Charter Communications Operating, LLC

[Thomas M. Rutledge](#)

Chairman and Chief Executive Officer

[John Bickham](#)

President and Chief Operating Officer

[David G. Ellen](#)

Senior Executive Vice President

[Tom Adams](#)

Executive Vice President, Field Operations

[James Blackley](#)

Executive Vice President, Engineering and Information Technology

Mike Bair

Executive Vice President, Spectrum Networks

Catherine Bohigian

Executive Vice President, Government Affairs

Richard J. DiGeronimo

Executive Vice President, Product and Strategy

Richard R. Dykhouse

Executive Vice President, General Counsel and Corporate Secretary

Jonathan Hargis

Executive Vice President and Chief Marketing Officer

David Kline

Executive Vice President, President of Media Sales

Paul Marchand

Executive Vice President, Chief Human Resources Officer

Kathleen Mayo

Executive Vice President, Customer Operations

Philip G. Meeks

Executive Vice President, President of Spectrum Business Enterprise

Tom Montemagno

Executive Vice President, Programming Acquisition

James Nuzzo

Executive Vice President, Business Planning

Scott Weber

Executive Vice President, Network Operations

Christopher L. Winfrey

Chief Financial Officer

Kevin D. Howard

Senior Vice President - Finance, Controller and Chief Accounting Officer

○ Contact Information

Ms. Maria Frew
MAE - Government & Education
17777 Center Court Drive
Cerritos, CA 90703
(562) 677-0273
Maria.Frew@charter.com

○ Years in Business

Charter Communications Operating, LLC is a Delaware, Limited Liability Company, formed on February 10, 1999.

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

Hollister School District - 9 sites

Fiber Services – Gig @ all sites – Ethernet and Internet
 Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District 21 sites
 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
 Fiber service: 30Gb, 10Gb and 1Gb Ethernet Services
 Contact: Frank Schlueter
 18-241-3111, Ext. 1444

- E-Rate track record:

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District 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.

- Green light status

Red Light Display System

Page 1 of 1



Red Light Display System (RLDS)

Red Light Display System

[FCC](#) | [Fees](#) | [Red Light Display System](#)

[< FCC Site Map](#)

Logged in as FRN: Charter Communications, Inc. (0025646373) [[Log Out](#)]

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12/17/2018 4:43 PM

Current Status of FRN 0025646373

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 12/17/2018 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

- Valid SPIN, or evidence of application for SPIN

Charter Communications Operating, LLC SPIN is 143050436.

- FCC Registration Number

Charter Communications Operating, LLC FRN is 0002526580.

○ 499 Filer status

Charter files the 499 form quarterly and annually for all of our SPIN'S except Charter Communications, Inc.

○ SPAC filing history

SPIN	Service Provider	Doing Business As	Contact Name	Contact Address	Contact Phone	E-mail	SPAC Filed	Options
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Tommy Johnson	12405 Powerscourt Dr, St Louis, MO, 63131	314-394-9855	tommy.johnson@charter.com	2017 2018	More Info History

○ Routinely successful SLD funding approvals

Charter does have routinely successful SLD funding approvals. Spectrum serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than Magnolia PS. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2 -6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

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

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

To the best of Spectrum's knowledge, Spectrum has 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)

Spectrum's staff has a minimum of CCNA certification

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

Spectrum's construction vendors have all applicable state licensing

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to 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.

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.

Spectrum understands.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- 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.

Spectrum understands.

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 FY2019 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 has taken exceptions as necessary throughout this proposal for the Customer's review.

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

Spectrum understands and has complied.

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.***

Spectrum understands and has complied.

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 understands.

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.

Spectrum understands and has complied.

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.

Spectrum understands and has complied.

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.

Spectrum understands.

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 each correction is initialed by both parties. 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 understands.

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.

Spectrum represents that in the event a subcontractor is utilized in the performance of this Agreement, Spectrum is solely responsible for all subcontractor work and obligations as outlined in the Agreement between the parties.

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.

Spectrum understands.

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 Spectrum Commercial Terms of Service, which are posted to the Spectrum website at <https://enterprise.spectrum.com/legal/commercial-terms-of-service.html> (or any successor url), including Attachments and Service Order (collectively, the “Service Agreement”), which are incorporated into the Spectrum response by reference and made a part thereof, shall govern the contractual relationship between the parties and the provision of the services under the Service Agreement.

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

Spectrum agrees to accept a purchase order in accordance with the terms and conditions of the final Agreement between the parties.

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, to 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, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Customer's Service Order will include the following E-rate Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services 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 Service Charges, 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 Service Charges, 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.

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**” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

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.***

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.

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 District 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 District to assist with the applicable paperwork.

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.

Customer’s Service Order will include the following E-rate Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services 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 Service Charges, 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 Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

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 understands.

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.

Spectrum's Disclaimer of Warranty; Limitation of Liability provisions are as follows:

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.

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. 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.

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

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. Quoted prices exclude taxes, fees, and surcharges. Additional charges and fees may apply as set forth in Spectrum's Commercial Terms of Service.

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.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District 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.

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

Spectrum understands.

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.

Charter's proposal is for Internet (Fiber Based Internet Service).

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.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.

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
<http://www.leginfo.ca.gov/calaw.html>

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- 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 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.

Spectrum agrees to comply with all federal, state and local laws as applicable, including the rules, regulations and guidelines of the FCC, USAC and SLD.

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://efiling.dir.ca.gov/PWCR/Search.action>.

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 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.

Spectrum has included its standard Service Agreement within this proposal. All agreed terms and conditions in this RFP shall be incorporated in the final Agreement between the parties.

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's 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.

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.

Spectrum's Order Term provision is as follows:

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.

In general, Applicant prefers "discount" invoicing method and Service Provider Invoicing [SPI].

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 District 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 District to assist with the applicable paperwork.

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.**

Spectrum is bidding Internet Access Service only.

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 Internet Access Service only.

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.

Spectrum understands.

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 serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than District's. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2 -6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
 - ▶ understand billing and standard discounts
- 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 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 FRN is 0002526580.

- 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 files the 499 form quarterly and annually for all of our SPINs except Charter Communications Operating, LLC.

- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

Please see SPAC provided herein.

- 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.)

Spectrum is bidding on service only.

- Vendor must maintain a Drug Free Workplace

Spectrum understands.

- 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:

Spectrum understands and will comply.

- 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.

Please see Spectrum’s references as stated within this proposal.

- 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.

Spectrum understands.

- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.

Spectrum understands and has complied.

- 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.)

Spectrum understands and has complied.

- 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 see list of references provided herein.

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 exceptions as necessary throughout this proposal for the Customer's review and consideration.

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.

Spectrum understands.

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.

Please see the attached Certificate of insurance contained herein.

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

Spectrum agrees to comply with all federal, state, and local laws as applicable.

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 understands.

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 represents that the above statement is accurate.

- 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 represents that the above statement is accurate.

- 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.

Spectrum represents that the above statement is accurate.

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 performs criminal background checks for each new employee that performs work at customer sites. Spectrum confirms that none of the Spectrum employees that will perform work for Customer was found to be a registered sex offender at the time of hire.

e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District 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.

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 understands.

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.

Please review Charter's standard Tax Policy:

Taxes, Surcharges, and Fees. Customer shall pay any sales, use, property, excise, or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time-to-time to change the surcharges for Services under this Agreement to reflect the charge or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., Universal Service Fund ("USF") charges, franchise fees, etc.).

2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment 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.

Spectrum understands.

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 phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

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

In addition, some cities levy:

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T 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.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. 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>

CERTIFICATE OF LIABILITY INSURANCE

12/28/2018

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 Marsh USA, INC. 701 Market Street, Suite 1100 St. Louis, MO 63101	CONTACT NAME: Charter Risk Management
	PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: certificaterequests@charter.com
INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901	INSURER(S) AFFORDING COVERAGE
	COMPANY A: National Union Fire Ins Co Pittsburgh PA NAIC # 19445
	COMPANY B: New Hampshire Insurance Company 23841
	COMPANY C: Commerce and Industry Insurance Company 19410
	COMPANY D: Ace Property & Casualty Insurance Company 20699
	COMPANY E: AIU Insurance Company 19399 COMPANY F: American Home Assurance Company 19380

COVERAGES **CERTIFICATE NUMBER:** 292764 **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 3629906	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 1921838 (AOS) CA 1921839 (MA) CA 1921840 (VA)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			G28119616 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	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 <input checked="" type="checkbox"/> N	N/A	See second page for specific policy information.	1/1/2019 1/1/2019 1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
B	Excess WC OH (\$5M Retention)			XWC 45955666 (QSI OH)	1/1/2019	1/1/2020	Employers Liability \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional insureds and any additional language.

CERTIFICATE HOLDER City of New York NYPD-CAU Attn: Anish Maniyanodil 90 Church Street, 12th Floor Suite 1206 New York, NY 10007	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 Joseph M. Lee
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LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY One Federal Street Boston, MA 02110 USA	NAMED INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
EFFECTIVE DATE: 01/01/2019	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Reference: 292764

City of New York, , its officials and employees are added as Additional Insured to the Commercial General Liability policy but only with respects to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes effective once the written contract or agreement is fully executed.

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

WORKERS COMPENSATION POLICY INFORMATION

Insurer	Policy Number	Effective Date	Expiration Date
E	WC 12716987 (NY)	1/1/2019	1/1/2020
B	WC 14122396 (MA,ND,WA,WI,WY)	1/1/2019	1/1/2020
B	WC 14122397 (AZ, IL,KY,NC,NH,NJ,PA,UT,VA,VT)	1/1/2019	1/1/2020
F	WC 14122398 (CA)	1/1/2019	1/1/2020
B	WC 14122399 (AOS)	1/1/2019	1/1/2020
G	WC 14122400 (FL)	1/1/2019	1/1/2020

Insurer G: Illinois National Insurance Company

Charter Communications, Inc. branded Spectrum, Spectrum Business and Spectrum Enterprise and their

- Subsidiaries, associated, affiliated and inter-related companies;
- Controlled or majority (more than 50%) owned partnerships, limited liability companies;
- Interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
- Interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- Any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of Montana, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, CC Systems, LLC, CC VIII Fiberlink, LLC, CC VIII Operating, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (LA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment II, LLC, Charter Communications Entertainment VII, LLC, Charter Communications Operating, LLC, Charter Communications Properties LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Pennsylvania, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Video Electronics, LLC, DukeNet Communications, LLC, Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Cable, L.P., Falcon Community Ventures I Limited Partnership, Falcon First Cable of the Southeast, LLC, Falcon Telecable, a California Limited Partnership, Falcon Video Communications, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Kentucky Partners II, L.P., Interlink Communications Partners, LLC, Long Beach LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Midwest Cable Communications, LLC, Navisite LLC, Oceanic Time Warner Cable LLC, Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, Spectrum Gulf Coast, LLC, Spectrum Mid-America, LLC, Spectrum Pacific West, LLC, Spectrum Security, LLC, Spectrum Southeast, LLC, The Helicon Group, L.P., Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable Internet LLC, Time Warner Cable Media LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Sports LLC, TWC Administration LLC, TWC Digital Phone LLC, TWC Digital Phone LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU YOU HAVE ENTERED INTO.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement, effective 12:01 A.M. 1/1/2019, forms a part of Policy No. 3629906 issued to
Charter Communications, Inc. by Commerce & Industry Insurance Company

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4, Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and non-contributory insurance.

Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet 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. All SLA Targets in the table below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected 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 Ethernet Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	< 10ms	< 25ms	< 125ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

“On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network. .

“Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

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 transmit and receive network traffic between Customer’s A and Z Service Locations. 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.

“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 to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting 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	<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 prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	<ul style="list-style-type: none"> • 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 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 Month	Total Minutes / Month	Downtime Minutes
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 a 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 Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$

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 Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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.

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 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).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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 Credit:

If the actual performance of a 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 the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any 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 thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("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.

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto (“Attachment(s)”), and all, and 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. 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 may not be available in all Spectrum service areas 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 entities 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.

- (a) 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.
- (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. 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.

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, property, 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 bank card, 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. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices when due. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (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 other Services. 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. §12.4 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; (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; or (iii) after entering into such Service Order, Spectrum learns that the costs to deliver the Services to the Service Location shall require a material increase in the Service Charges and Customer does not agree to pay such additional Service Charges by executing a revised Service Order.
- (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 <http://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**. Any notices or consents 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.

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. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. 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. If any term, covenant, condition or portion of this Service Agreement shall, to any extent, 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, verify the estimated viewing occupancy, or . 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.

Customer's use of the Enterprise TV Service is subject to the following additional terms and conditions:

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.

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 selects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer will 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 are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats 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 <http://enterprise.spectrum.com/> or <http://business.spectrum.com/> or in the applicable price guide at www.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. Spectrum may supply Customer with a battery backup for use in the event of a non-network related outage. 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. Although Spectrum will supply a connection that will allow the operation of Customer's existing security system, 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 their security 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. In addition, it is Customer's responsibility to test their system on a regular basis. Spectrum does not represent that 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 addition, Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station, and 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 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. 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. §12.4 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.
- f. 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. 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.
9. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
10. 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.

11. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, 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. 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.
 - b. 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.
 - c. 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.
 - d. 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.
12. 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.

13. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com> (or successor URL).
14. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location 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") 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.

15. Call Redirect: If a PRI Service, SIP Trunking Service, 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.
16. 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.
17. 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.

Attachment C 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, circuit 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, circuit or data flow that exceeds 2 Gbps, Spectrum may limit such Path, circuit 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 managed 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 <http://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. **Supplemental Managed Services.** This subsection shall only apply if Customer purchases Spectrum’s supplemental “Managed Services.” The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties and may be subject to additional terms and conditions. Spectrum may update the Desktop Security Service (as described in Attachment E) from time-to-time based on manufacturer-provided updates. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICES, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER’S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER’S OR ANY END USER’S EQUIPMENT OR ACCESS TO OR LOSS OF 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.

Attachment D Ethernet Service (“Ethernet Service”)

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.

Customer’s use of Ethernet Service is subject to the following additional terms and conditions:

1. Spectrum’s provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum Network. 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. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path, circuit 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, circuit or data flow that exceeds 2 Gbps, Spectrum may limit such Path, circuit 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 managed Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer’s compliance with this Service Agreement.
5. Customer’s use of Ethernet 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 E 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.
 - 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.

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.

- 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 www.spectrumbusiness.net or by using the Customer's software application (e.g., Outlook, Outlook Express, and Apple Mail). When accessing email at 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.

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.

9. 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.
- a. 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.
 - b. 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.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").
- a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.
 - b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:
 - i. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
 - ii. Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
 - iii. Hosting of unlicensed software.
 - iv. Use of software or files that contain computer viruses or files that may harm computers.
 - v. Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
 - vi. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
 - vii. Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
 - viii. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
 - ix. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
 - c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.
 - d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.
 - e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).
 - f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.
11. 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.
12. Cloud Backup Service.
- a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.

- b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

Attachment F Managed WiFi Service (“Managed WiFi Service”)

Managed WiFi Service: If Customer elects to receive Managed WiFi Service, 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.

Customer’s use of the Managed WiFi Service is subject to the following additional terms and conditions:

1. WiFi Equipment. Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer’s premises at the Service Location(s) identified in the applicable Service Order.
2. 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).
3. 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.).
4. Security Limitations. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All Spectrum-authorized personnel and vendors will have access to log into the WAP devices on site. Spectrum is not responsible for security breaches that occur related to any SSIDs. Spectrum does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic transmitted through use of the Managed WiFi Service to protect Customer’s and any user data. Spectrum can provide a non-broadcast SSID if specified on the WiFi questionnaire.

From: Ken Hagopian Ken@dsc.la
Subject: Re: Magnolia
Date: February 28, 2019 at 4:38 PM
To: Eileen Miller emiller@learningtech.org
Cc: erate.mps erate.mps@learningtech.org



Nope. My quotes are all 100% accurate. Nothing additional.

Thank you,

Ken Hagopian
Digital Synergy Consulting, Inc.
www.digitalsynergyit.com
Office: 818.647.9900 x210
Fax : 818.647.9901

From: Eileen Miller <emiller@learningtech.org>
Sent: Thursday, February 28, 2019 4:36:49 PM
To: Ken Hagopian
Cc: erate.mps
Subject: Magnolia

Shipping cost?

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
FY2019 Application Window opens 1/16/19; closes 3/27/19

MAGNOLIA PUBLIC SCHOOLS

ATTN: Rasul Monoshev

470-Form #: 190002072

We appreciate the opportunity to bid on your wireless initiative. It's clear that the district is committed to creating a learning environment that best supports their students. We have the knowledge and experience to put in a wireless network that works within a budget that is affordable to the school.

SPIN # 143036385 – Digital Synergy Consulting, Inc.
FRN # 0024370165
DIR # 1000012855
CSLB C10 License # 1011924
CA Business License Entity #: C2824489
CA Small Business Certification ID: 1757859
LA County Small Business Certification #: 1757859
City of Los Angeles Small Business Certification # SLB – 3155

Bidding Company:

Digital Synergy Consulting, Inc.
15021 Ventura Blvd #501
Sherman Oaks, CA 91403

Contact:

Ken Hagopian
818.647.9900 x210
ken@dsc.la



Capabilities Statement:

Digital Synergy is an IT consulting company located in Los Angeles, CA. We have implemented a number of high density multi-building and multi-floor wireless networks for both educational institutions and other enterprises. We have the experience to put in wireless networks that work, and the tools to validate the design. We are HP, Brocade, Cisco, Meraki, Aruba and Ruckus wireless partners. We also utilize specific tools such as Ekahau site survey to create a visual heat map of the floor, building or campus so the wireless network can be validated. In addition, we have other tools that assist us in seeing wireless interference in the air to help troubleshoot wireless issues.

We have spearheaded 1 to 1 initiatives for schools, and assist them in the design of their networks, wireless infrastructure, servers, and google apps.

We are a Brocade premier partner.

We have been providing network services since 2006

Project Scope and assumptions:

B.1 MSA -7 1 Fiber cable run as specified in RFP

12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Installation with all required hardware.

* We attended the walkthrough at MSA7

B.2 Equipment and optional installation of equipment as requested in RFP for MSA 1 & MSA 7

Hp/Aruba 48 Port POE+ Layer 3 switches with 4 SFP+ Ports

Ruckus R720 Access points with 5-year cloud controller license

All hardware as requested in the RFP

B.3 Basic Maintenance

We only bid on the labor requirements for the basic maintenance and not on the Palo alto firewall licenses.

Contract term – as specified by School District.

The proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed.



Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18355 Roscoe Boulevard
 Northridge, CA 91325
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.1 Category 2, Internal Connections – Cabling MSA-7 (Northridge) Fiber	\$0.00	\$0.00
1.00	AFL 12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Cable - Black	\$750.00	\$750.00
1.00	Riser and penetration for fiber at both buildings	\$400.00	\$400.00
2.00	1U Rackmount Fiber Tray	\$150.00	\$300.00
4.00	1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) OM3 - LC to LC has ceramic ferrules and a 50/125 Micron core.	\$20.00	\$80.00
2.00	6 Port (12 Strand) Loaded LC Adapter Panel	\$50.00	\$100.00
4.00	AFL LC 50/125 Multimode OM3/OM4 10Gig Laser Optimized Fiber Connector 6 Pack	\$75.00	\$300.00
1.00	Installation and termination of fiber	\$550.00	\$550.00
		Subtotal:	\$2,480.00
		Sales Tax:	\$145.35
		Total:	\$2,625.35

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: B.2 Category 2, Internal Connections – Network Components MSA-1 (Reseda)	\$0.00	\$0.00
4.00	Aruba 2930F 48G PoE+ 4SFP+ Layer 3 Swch US en Limited lifetime warranty	\$1,848.00	\$7,392.00
16.00	Aruba J9150D Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$125.00	\$2,000.00
1.00	APC SMART-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,250.00	\$1,250.00
38.00	RUCKUS WIRELESS : ZoneFlex R720 dual-band 802.11abgn/ac(802.11ac Wave 2) Wireless Access Point with Multi-Gigabit Ethernet backhaul,4x4,4 streams,MU-MIMO, BeamFlex+ dual ports,802.3af/at PoE support 901-R720-US00	\$500.00	\$19,000.00
38.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$5,700.00
1.00	OPTIONAL installation of equipment listed.	\$3,500.00	\$3,500.00
		Subtotal:	\$38,842.00
		Sales Tax:	\$2,815.99
		Total:	\$41,657.99

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18355 Roscoe Boulevard
 Northridge, CA 91325
 United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: B.2 Category 2, Internal Connections – Network Components MSA-7 (Reseda)	\$0.00	\$0.00
5.00	Aruba 2930F 48G PoE+ 4SFP+ Layer 3 Swch US en Limited lifetime warranty	\$1,848.00	\$9,240.00
20.00	Aruba J9150D Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$125.00	\$2,500.00
1.00	APC SMART-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,250.00	\$1,250.00
17.00	RUCKUS WIRELESS : ZoneFlex R720 dual-band 802.11abgn/ac(802.11ac Wave 2) Wireless Access Point with Multi-Gigabit Ethernet backhaul,4x4,4 streams,MU-MIMO, BeamFlex+ dual ports,802.3af/at PoE support 901-R720-US00	\$500.00	\$8,500.00
17.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$2,550.00
1.00	OPTIONAL installation of equipment listed.	\$3,500.00	\$3,500.00
		Subtotal:	\$27,540.00
		Sales Tax:	\$2,041.55
		Total:	\$29,581.55

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18238 Sherman Way
Reseda, CA 91335
United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.3 Category 2, Basic Maintenance of Internal Connections MSA-1	\$0.00	\$0.00
80.00	Basic Maintenance of Internal Connections: 80 hours/yr	\$125.00	\$10,000.00
		Subtotal:	\$10,000.00
		Sales Tax:	\$0.00
		Total:	\$10,000.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.
Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18355 Roscoe Boulevard
Northridge, CA 91325
United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.3 Category 2, Basic Maintenance of Internal Connections MSA-7	\$0.00	\$0.00
80.00	Basic Maintenance of Internal Connections: 80 hours/yr	\$125.00	\$10,000.00
		Subtotal:	\$10,000.00
		Sales Tax:	\$0.00
		Total:	\$10,000.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002072 (Nickname: mps_y22_470_c2)

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.

Signature

Ken Hagopian CEO

Digital Synergy Consulting, Inc.

Printed Name and Title

Vendor Name

2/2/19

143036385

2801778

2801882

2806875

Date

SPIN

Pricing Form Reference # (from online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.^{1/2/3}
Cabling Network Components Basic Maintenance of Internal Connections

(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. Additional documents may be required by either party. 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.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

Similar Project Experience & References:

1. **La Canada Unified School District** – Wireless network upgrade. Replaced existing and added new access points. Certified existing cabling, installed new cabling. Indoor and outdoor access points. Also performed a heatmap to validate wireless network. District wide project
 - a. Jamie Lee Lewsadder - Director of IT
 - b. (818) 486-8963 - JLewsadder@lcsd.net
2. **City of Inglewood** – City Libraries & Park Wi-Fi: Cabling and certification in all city libraries, installation of Ruckus Access points, HP Switches and SonicWALL firewall devices. Heatmaps, and testing of the entire environment. Park wireless installation.
 - a. Chris Eckhard
 - b. (310) 412-5534 - cleckhard@cityofinglewood.org
3. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks.
 - a. Enoch Kwok - Director of Technology
 - b. (818) 735-3201 - ekwok@opusd.org
4. **Magnolia Science Academy Public Schools** – New school construction. IDF. MDF, cabling, fiber cabling, installed access points, projectors, security cameras, PA system.
 - a. Rasul Monoshev IT Director
 - b. (714) 892-5066 x102 - rmonoshev@magnoliapublicschools.org
5. **Sherman Indian High School – Bureau of Indian Education** – Campus wide cabling throughout 10 buildings. Network certification, Design and installation of wireless access points throughout the campus, including wireless support for outdoor gather areas. Installation and configuration of HP switches. Wireless heatmap and validation. Project compressed time frame 2 weeks.
 - a. Terry Longenecker IT Coordinator or Lorna Hoffs
 - b. (951) 276-6325 - Terry.Longenecker@BIE.EDU or Lorna.Hoffs@bie.edu
6. **Multicultural Learning Center**: Multiple Projects over multiple years – cabling site wide, replacing aging equipment with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, and train. New building construction.
 - a. Saira Salazar-Martinez
 - b. (818) 716-5783 ext. 222 - saira@mlccharter.org
7. **The Archer School For Girls**: Multiple projects over multiple years – cabling school wide, replace existing aging HP Switches with new HP switches, HP wireless controller, and HP Access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Multiple Project starting from 2009
 - a. John Chen - Director of Information Technology
 - b. (310) 873-7068 - johnchen@archer.org
8. **MEND (Meet each need with Dignity)**: Multiple projects over many years since 2008. Cabling site wide, replace network switches in multiple locations, implement new firewalls in multiple locations, virtualization of servers, implemented new phone system.
 - a. Scott Mikels - Chief Financial Officer
 - b. (818) 686-7353 - scott@mendpoverty.org

Digital Synergy will implement a robust, easy to manage wireless network. We will validate the design after implementation and provide training to on-site IT if required to allow the school to support the network. We will also be available as needed to support the wireless network in the future.

We look forward to providing your organization excellent service to aid in the stability and growth of your school.

We appreciate the opportunity to bid on your project.

Ken Hagopian
CEO
Digital Synergy Consulting, Inc.

Based on past experience we would recommend the following language be incorporated into any final; agreement:

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2018 and shall terminate on September 30, 2019 for non-recurring services. This contract can be renewed for two additional 1 year terms.

The contract may be subject to the Owner receiving E-Rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year 19 fiscal year ending September 30, 2019 or until all work associated with the project(s) are complete (including any SLD approved extensions) The work shall be subject to the following conditions:

- A. These services may depend on partial funding from the E-Rate program.
- B. Applicant expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- C. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- D. The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- E. No E-Rate billing can take place before July 1, 2018. If customer elects to take delivery after April 1, 2018 but prior to Receipt of a Funding Commitment Decision letter then customer is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- F. No installation work can take place before April 1, 2018.
- G. In the event of questions during the E-Rate audit process, vendor is expected to reply within 3 business days to questions associated with their proposal.
- H. All work is subject to the 100% approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996 unless otherwise approved by applicant.
- I. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the Owner for our records.



- J. Service Provider will be responsible for procuring the discounted amount from the SLD unless applicant elects otherwise.
- K. In addition, applicant reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-Rate approval.
- L. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- M. Applicant agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- N. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>

Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

Copper Certified Cabling Test Technician

For Copper Certification
with the DSX Series CableAnalyzer



Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization

Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

Versiv Fiber Certified Cabling Test Technician

For Loss/Length (Tier 1) & OTDR (Tier 2) Fiber Certification
with the CertiFiber® Pro and OptiFiber® Pro



Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization



United States Environmental Protection Agency

This is to certify that



Digital Synergy Consulting, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 19, 2023

NAT-F193162-1

Certification #

October 05, 2018

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Red Light Display System (RLDS)

Red Light Display System[FCC](#) | [Fees](#) | Red Light Display System< [FCC Site Map](#)Logged in as FRN: Digital Synergy Consulting, Inc. (0024370165) [[Log Out](#)][Back](#) | [Print](#) | [Help](#)

1/30/2019 5:29 PM

Current Status of FRN 0024370165**STATUS: Green****You have no delinquent bills which would restrict you from doing business with the FCC.**

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/30/2019 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service[Red Light Help](#)[FCC Debt Collection](#)[FCC Fees](#)[Web Policies](#) / [Privacy Policy](#)**Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)**

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



Contractor's License Detail for License # 1011924

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

Data current as of 1/11/2019 2:34:02 PM

Business Information

DIGITAL SYNERGY CONSULTING INC
15021 VENTURA BLVD #501
SHERMAN OAKS, CA 91403
Business Phone Number:(818) 647-9900

Entity Corporation
Issue Date 03/08/2016
Expire Date **03/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 63493792

Bond Amount: \$15,000

Effective Date: 05/08/2018

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30009177** for ZAVEN SHIR HAGOPIAN in the amount of **\$12,500** with HUDSON INSURANCE COMPANY.

Effective Date: 01/21/2016

Workers' Compensation

This license has workers compensation insurance with the HANOVER AMERICAN INSURANCE COMPANY THE

Policy Number:WD3D744136

Effective Date: 11/01/2018

Expire Date: 11/01/2019

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2019

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc LIC # 0726293 21820 Burbank Blvd., Suite 175 Woodland Hills CA 91367	CONTACT NAME: PHONE (A/C, No, Ext): 818-316-0999		FAX (A/C, No): 818-316-0990
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Citizens Insurance Company of America			31534
INSURER B : Massachusetts Bay Insurance Company			22306
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED DIGISYN-01
 Digital Synergy Consulting, Inc.
 10200 Sepulveda Blvd., Suite 170
 Mission Hills CA 91345

COVERAGES

CERTIFICATE NUMBER: 105761135

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OB3D744131	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OB3D744131	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WD3D744136	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 License#: 1011924

CERTIFICATE HOLDER**CANCELLATION**

Contractors State License Board (CSLB)
 9821 Busness Park Dnve
 Sacramento CA 95827

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

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[SLD Home](#)[Site Map](#)[Search Site](#)[Contact SLD](#)

Reference Area - Schools and Libraries Division

Reference

SPIN and BEAR Contact Search Results

Guidance on determining if a company is eligible to provide telecommunications services:

Form 499 Filer column indicates "Y":

- This service provider has successfully filed a Form 499 with USAC. Telecommunications providers with a "Y" are eligible to provide Telecommunications Services and Internet service providers with a "Y" are eligible to provide Interconnected Voice over Internet Protocol (VoIP) services.

All other designations:

- Some service providers that do not have a "Y" designation are eligible to provide Telecommunications Services because they meet [certain conditions](#) and are exempt from filing a [Form 499](#). You can [contact the Client Service Bureau](#) to determine if the company has met those conditions.

Form 499 Filer column indicates "X":

- This service provider has been researched by USAC and is **not** eligible to provide Telecommunications Services.

Form 499 Filer column indicates "Z":

- This service provider is currently being researched by USAC to determine if it is eligible to provide Telecommunications Services.

Form 499 Filer column is blank:

- This service provider has not been researched and its status is unverified.

Applicants are reminded that they should confirm this and all other information with the service provider.

Page 1 of 1
Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143036385	Digital Synergy Consulting Inc	Digital Synergy Consulting	Ken Hagopian	15021 Ventura Blvd #501 , Sherman Oaks, CA 91403-2442	818647-9900		2015 2016 2017 2018 2019

[New Search](#)[Done](#)

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

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Digital Synergy Consulting, Inc. Partial Funding History

191001388	1999001184	Pending	EL CENTRO ELEM SCHOOL DISTRICT	DE ANZA MAGNET	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001193	Pending	EL CENTRO ELEM SCHOOL DISTRICT	HARDING ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001200	Pending	EL CENTRO ELEM SCHOOL DISTRICT	IMPERIAL VALLEY HOME SCHOOL ACADEMY	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001202	Pending	EL CENTRO ELEM SCHOOL DISTRICT	LINCOLN ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001205	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MCKINLEY ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001211	Pending	EL CENTRO ELEM SCHOOL DISTRICT	WASHINGTON ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001187	Pending	EL CENTRO ELEM SCHOOL DISTRICT	DESERT GARDEN ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001197	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MARGARET HEDRICK ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001201	Pending	EL CENTRO ELEM SCHOOL DISTRICT	KENNEDY MIDDLE	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001204	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MARTIN LUTHER KING ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001209	Pending	EL CENTRO ELEM SCHOOL DISTRICT	SUNFLOWER ELEMENTARY	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001212	Pending	EL CENTRO ELEM SCHOOL DISTRICT	WILSON JUNIOR HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181039615	1899076842	Funded	ACCELERATED CHARTER	THE ACCELERATED CHARTER ELEMENTARY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181016348	1899027214	Funded	ALTADENA LIBRARY DISTRICT	ALTADENA LIBRARY DISTRICT (Main Branch)	Internal Connections	Digital Synergy Consulting Inc
181033452	1899070473	Funded	Amador Tuolumne Community Action Agency	Amador Tuolumne Community Action Agency	Internal Connections	Digital Synergy Consulting Inc
181019638	1899061708	Funded	CALIPATRIA UNIFIED SCHOOL DIST	CALIPATRIA HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181021640	1899071777	Funded	CAMPBELL UNION SCHOOL DISTRICT	CASTLEMONT ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181031293	1899059930	Funded	CROSSWALK LEARNING PATHWAYS TO COLLEGE	CROSSWALK LEARNING PATHWAYS TO COLLEGE	Internal Connections	Digital Synergy Consulting Inc
181021584	1899075306	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
181021584	1899075511	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY LOS LOBOS	Internal Connections	Digital Synergy Consulting Inc
181017753	1899030235	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181017753	1899030121	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181013194	1899065123	Cancelled	PRIME School	PRIME School	Internal Connections	Digital Synergy Consulting Inc
181036327	1899070287	Denied	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181036327	1899069897	Denied	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
181036327	1899069839	Denied	SLO Mission Schools	OLD MISSION SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181015068	1899024564	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181015068	1899024577	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181042094	1899082214	Funded	YULA Girls High School	YULA Girls High School	Internal Connections	Digital Synergy Consulting Inc
171022157	1799109515	Funded	City Charter Schools	CITY HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074437	Funded	LA CANADA UNIF SCHOOL DISTRICT	LA CANADA JR-SR HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074504	Funded	LA CANADA UNIF SCHOOL DISTRICT	LA CANADA ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074601	Funded	LA CANADA UNIF SCHOOL DISTRICT	PALM CREST ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074468	Funded	LA CANADA UNIF SCHOOL DISTRICT	PALM CREST ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074529	Funded	LA CANADA UNIF SCHOOL DISTRICT	PARADISE CANYON ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171027231	1799111495	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY SAN DIEGO	Internal Connections	Digital Synergy Consulting Inc
171040334	1799090784	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
171040334	1799090713	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171031742	1799069361	Funded	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171031742	1799069250	Funded	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128893	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	Academia Semillas Del Pueblo AnahuacalmeCAC High School	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128961	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	ACADEMIA SEMILLAS DEL PUEBLO XINAXCALMECAC ELE	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128914	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	ACADEMIA SEMILLAS DEL PUEBLO XINAXCALMECAC MID	Internal Connections	Digital Synergy Consulting Inc
161042923	1699094534	Funded	BAKERSFIELD CHRISTIAN HIGH SCHOOL	BAKERSFIELD CHRISTIAN HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161036863	1699078259	Funded	CALIFORNIA VIRTUAL ACADEMIES	CALIFORNIA VIRTUAL ACADEMIES AT SAN DIEGO	Internal Connections	Digital Synergy Consulting Inc
161054079	1699124523	Funded	City Charter Schools	CITY HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126722	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ADADEMY VALLEY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126738	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ELEMENTARY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126670	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126727	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY PALMS	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126756	Funded	Magnolia Public Schools	Magnolia Science Academy - Santa Ana	Internal Connections	Digital Synergy Consulting Inc
161034780	1699072996	Funded	MULTICULTURAL LEARNING CENTER	MULTICULTURAL LEARNING CENTER	Internal Connections	Digital Synergy Consulting Inc
161034796	1699073035	Funded	MULTICULTURAL LEARNING CENTER	MULTICULTURAL LEARNING CENTER	Managed Internal Broadban:	Digital Synergy Consulting Inc
161049766	1699113513	Funded	OAK PARK UNIF SCHOOL DISTRICT	BROOKSIDE ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113528	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK HILLS ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113552	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK VIEW HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc

161049766	1699113521	Funded	OAK PARK UNIF SCHOOL DISTRICT	MEDEA CREEK MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113539	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK PARK HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113562	Funded	OAK PARK UNIF SCHOOL DISTRICT	RED OAK ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161042552	1699093331	Funded	SAN MIGUEL JT UN SCHOOL DISTRICT	CAPPY CULVER ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161042552	1699093324	Funded	SAN MIGUEL JT UN SCHOOL DISTRICT	LILLIAN LARSEN ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161037023	1699078639	Funded	SHERMAN INDIAN HIGH SCHOOL	SHERMAN INDIAN HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161034166	1699071617	Cancelled	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161054546	1699126024	Funded	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
161039903	1699086335	Funded	THE ARCHER SCHOOL FOR GIRLS	THE ARCHER SCHOOL FOR GIRLS	Internal Connections	Digital Synergy Consulting Inc
161048359	1699120252	Funded	THE LEARNING CHOICE ACADEMY	THE LEARNING CHOICE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
161027072	1699054274	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc

C2 Pricing Form Summary

Item Description	Quantity	Amount
L1 Eligible Per Unit Cost	1	\$750.00
L1 Ineligible Per Unit Cost	0	\$0.00
L2 Eligible Per Unit Cost	1	\$400.00
L2 Ineligible Per Unit Cost	0	\$0.00
L3 Eligible Per Unit Cost	2	\$300.00
L3 Ineligible Per Unit Cost	0	\$0.00
L4 Eligible Per Unit Cost	4	\$80.00
L4 Ineligible Per Unit Cost	0	\$0.00
L5 Eligible Per Unit Cost	2	\$100.00
L5 Ineligible Per Unit Cost	0	\$0.00
L6 Eligible Per Unit Cost	4	\$300.00
L6 Ineligible Per Unit Cost	0	\$0.00
L7 Eligible Per Unit Cost	1	\$550.00
L7 Ineligible Per Unit Cost	0	\$0.00
Sub Total		\$2,480.00
9.5%		\$235.60
Non-Taxable		\$0.00
9.5%		\$235.60
9.5%		\$235.60
9.5%		\$235.60
9.5%		\$235.60
Non-Taxable		\$0.00
Eligible Shipping Costs	1	\$0.00
Eligible Installation/Labor Cost	1	\$0.00

Ineligible Shipping Costs	1	\$0.00
Ineligible Installation/Labor Cost	1	\$0.00
Total		\$3,658.00

Scoring Summary

Item	Score	Max
L1 Ineligible Per Unit Cost	0.00	0
L2 Eligible Quantity	1	0
L2 Eligible Per Unit Cost	400	0
L2 Ineligible Per Unit Cost	0.00	0
L3 Eligible Quantity	2	0
L3 Eligible Per Unit Cost	150	0
L3 Ineligible Per Unit Cost	0.00	0
L4 Eligible Quantity	4	0
L4 Eligible Per Unit Cost	20	0
L4 Ineligible Per Unit Cost	0.00	0
L5 Eligible Quantity	2	0
L5 Eligible Per Unit Cost	50	0
L5 Ineligible Per Unit Cost	0.00	0
L6 Eligible Quantity	4	0
L6 Eligible Per Unit Cost	75	0
L6 Ineligible Per Unit Cost	0.00	0
L7 Eligible Quantity	1	0
L7 Eligible Per Unit Cost	550	0
L7 Ineligible Per Unit Cost	0.00	0
Total Score	1259.00	0

Reference # 2801778

Status	Confirmed
Order Total	\$3,658.00
Scoring	1259.00
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	ken@dsc.la
Vendor Phone Number	8186479900
Service Type	Internal Connections
This pricing form responds to RFP section	B.1
L1 Function (Per Form 470)	Cabling
L1 Department of Industrial Relations Number (DIR)	1000012855
L1 Item Description (Make & Model etc.,)	12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Cable
L1 Is installation included in price?	No
L1 Eligible Quantity	1
L1 Eligible Per Unit Cost	750

L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	9.5%
L1 Eligible Line item total + Tax	821.25
L1 Ineligible Line item total + Tax	0.00
Add another line item?	Yes
L2 Function (Per Form 470)	Cabling
L2 Department of Industrial Relations Number (DIR)	1000012855
L2 Item Description (Make & Model etc.,)	Riser and penetration for fiber at both buildings
L2 Is installation included in price?	Yes
L2 Eligible Quantity	1
L2 Eligible Per Unit Cost	400
L2 Ineligible Quantity	0
L2 Ineligible Per Unit Cost	0.00
L2 Tax %	Non-Taxable
L2 Eligible Line item total + Tax	400.00
L2 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L3 Function (Per	Cabling

Form 470)

L3 Department of Industrial Relations Number (DIR) 1000012855

L3 Item Description (Make & Model etc,.) 1U Rackmount Fiber Tray

L3 Is installation included in price? No

L3 Eligible Quantity 2

L3 Eligible Per Unit Cost 150

L3 Ineligible Quantity 0

L3 Ineligible Per Unit Cost 0.00

L3 Tax % 9.5%

L3 Eligible Line item total + Tax 328.50

L3 ineligible Line item total + Tax 0.00

Add another line item? Yes

L4 Function (Per Form 470) Cabling

L4 Department of Industrial Relations Number (DIR) 1000012855

L4 Item Description (Make & Model etc,.) 1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) OM3 - LC to LC has ceramic ferrules and a 50/125 Micron core.

L4 Is installation included in price? No

L4 Eligible Quantity 4

L4 Eligible Per Unit Cost 20

L4 Ineligible 0

Quantity	
L4 Ineligible Per Unit Cost	0.00
L4 Tax %	9.5%
L4 Eligible Line item total + Tax	87.60
L4 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L5 Function (Per Form 470)	Cabling
L5 Department of Industrial Relations Number (DIR)	1000012855
L5 Item Description (Make & Model etc.,)	6 Port (12 Strand) Loaded LC Adapter Panel
L5 Is installation included in price?	No
L5 Eligible Quantity	2
L5 Eligible Per Unit Cost	50
L5 Ineligible Quantity	0
L5 Ineligible Per Unit Cost	0.00
L5 Tax %	9.5%
L5 Eligible Line item total + Tax	109.50
L5 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L6 Function (Per Form 470)	Cabling

L6 Department of Industrial Relations Number (DIR)	1000012855
L6 Item Description (Make & Model etc.,)	AFL LC 50/125 Multimode OM3/OM4 10Gig Laser Optimized Fiber Connector 6 Pack
L6 Is installation included in price?	No
L6 Eligible Quantity	4
L6 Eligible Per Unit Cost	75
L6 Ineligible Quantity	0
L6 Ineligible Per Unit Cost	0.00
L6 Tax %	9.5%
L6 Eligible Line item total + Tax	328.50
L6 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L7 Function (Per Form 470)	Cabling
L7 Department of Industrial Relations Number (DIR)	1000012855
L7 Item Description (Make & Model etc.,)	Installation and termination of fiber
L7 Is installation included in price?	Yes
L7 Eligible Quantity	1
L7 Eligible Per Unit Cost	550
L7 Ineligible Quantity	0

L7 Ineligible Per Unit Cost 0.00

L7 Tax % Non-Taxable

L7 Eligible Line item total + Tax 550.00

L7 ineligible Line item total + Tax 0.00

Add another line item? No

Eligible Subtotal 2480.00

Eligible Tax Subtotal 145.35

Eligible Shipping Costs 0.00

Eligible Installation/Labor Cost 0.00

Ineligible Subtotal 0.00

Ineligible Tax Subtotal 0.00

Ineligible Shipping Costs 0.00

Ineligible Installation/Labor Cost 0.00

Total Eligible Cost 2625.35

Total Ineligible Cost 0.00

Ineligible + Eligible Total Cost 2625.35

Signature of Authorized Representative



Last Update 2019-02-02 12:59:05


Start Time	2019-02-02 12:45:59
Finish Time	2019-02-02 12:59:05
IP	47.180.114.143
Browser	Chrome
OS	Windows
Referrer	https://fs28.formsite.com/kQm1gu/form1/index.html

Ken Hagopian

From: form_engine@fs28.formsite.com on behalf of Formsite <form_engine@fs28.formsite.com>
Sent: Monday, February 4, 2019 6:05 PM
To: Ken Hagopian
Subject: C2 Pricing Form Result #2806875

Reference #	2806875
Status	Confirmed
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	Ken@dsc.la
Vendor Phone Number	8186479900
Service Type	Internal Connections
This pricing form responds to RFP section	B.2
L1 Function (Per Form 470)	Switches
L1 Item Description (Make & Model etc.,)	Aruba 2930F 48G PoE+ 4SFP+
L1 Is installation included in price?	No
L1 Eligible Quantity	9
L1 Eligible Per Unit Cost	1848
L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	9.5%
L1 Eligible Line item total + Tax	18212.04
L1 Ineligible Line item total + Tax	0.00
L2 Function (Per Form 470)	Switches

L2 Item Description (Make & Model etc.,)	Aruba J9150D Compatible 10GB SFP+ Gbic
L2 Is installation included in price?	No
L2 Eligible Quantity	36
L2 Eligible Per Unit Cost	125
L2 Ineligible Quantity	0
L2 Ineligible Per Unit Cost	0.00
L2 Tax %	9.5%
L2 Eligible Line item total + Tax	4927.50
L2 ineligible Line item total + Tax	0.00
L3 Function (Per Form 470)	UPS/Battery Backup
L3 Item Description (Make & Model etc.,)	APC SMART-UPS 2200VA LCD RM 2U
L3 Is installation included in price?	No
L3 Eligible Quantity	2
L3 Eligible Per Unit Cost	1250
L3 Ineligible Quantity	0
L3 Ineligible Per Unit Cost	0.00
L3 Tax %	9.5%
L3 Eligible Line item total + Tax	2737.50
L3 ineligible Line item total + Tax	0.00
L4 Function (Per Form 470)	WAP
L4 Item Description (Make & Model etc.,)	RUCKUS WIRELESS : ZoneFlex R720
L4 Is installation included in price?	No
L4 Eligible Quantity	55
L4 Eligible Per Unit Cost	500
L4 Ineligible Quantity	0
L4 Ineligible Per Unit Cost	0.00
L4 Tax %	9.5%
L4 Eligible Line item total + Tax	30112.50

L4 ineligible Line item total + Tax	0.00
L5 Function (Per Form 470)	WAP Controller
L5 Item Description (Make & Model etc,.)	5yr Ruckus Cloud WiFi
L5 Is installation included in price?	No
L5 Eligible Quantity	55
L5 Eligible Per Unit Cost	150
L5 Ineligible Quantity	0
L5 Ineligible Per Unit Cost	0.00
L5 Tax %	Non-Taxable
L5 Eligible Line item total + Tax	8250.00
L5 ineligible Line item total + Tax	0.00
Eligible Subtotal	59382.00
Eligible Tax Subtotal	4857.54
Eligible Shipping Costs	0.00
Eligible Installation/Labor Cost	7000
Ineligible Subtotal	0.00
Ineligible Tax Subtotal	0.00
Ineligible Shipping Costs	0.00
Ineligible Installation/Labor Cost	0.00
Total Eligible Cost	71239.54
Total Ineligible Cost	0.00
Ineligible + Eligible Total Cost	71239.54
Signature of Authorized Representative	
Last Update	2019-02-04 20:05:20
Start Time	2019-02-04 19:50:01
Finish Time	2019-02-04 20:05:20
IP	47.180.114.143
Browser	Chrome

OS

Windows

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Ken Hagopian

From: form_engine@fs28.formsite.com on behalf of Formsite <form_engine@fs28.formsite.com>
Sent: Saturday, February 2, 2019 12:09 PM
To: Ken Hagopian
Subject: C2 Pricing Form Result #2801882

Reference #	2801882
Status	Confirmed
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	ken@dsc.la
Vendor Phone Number	8186479900
Service Type	Basic Maintenance on Internal Connections
This pricing form responds to RFP section	B.3
L1 Function (Per Form 470)	Switches
L1 Item Description (Make & Model etc.,)	Basic Maintenance of Internal Connections
L1 Is installation included in price?	No
L1 Eligible Quantity	160
L1 Eligible Per Unit Cost	125
L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	Non-Taxable
L1 Eligible Line item total + Tax	20000.00
L1 Ineligible Line item total + Tax	0.00
Eligible Subtotal	20000.00

Eligible Tax Subtotal	0.00
Eligible Shipping Costs	0.00
Eligible Installation/Labor Cost	0.00
Ineligible Subtotal	0.00
Ineligible Tax Subtotal	0.00
Ineligible Shipping Costs	0.00
Ineligible Installation/Labor Cost	0.00
Total Eligible Cost	20000.00
Total Ineligible Cost	0.00
Ineligible + Eligible Total Cost	20000.00
Signature of Authorized Representative	
Last Update	2019-02-02 14:08:42
Start Time	2019-02-02 14:06:24
Finish Time	2019-02-02 14:08:42
IP	47.180.114.143
Browser	Chrome
OS	Windows
Referrer	https://fs28.formsite.com/kQm1gu/form1/index.html

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To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: March 15, 2018

RE: Awarding the winning bids according to vendor evaluation matrices and adopt the purchase of E-Rate eligible equipment and services for each school

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the bid details pertaining to the above matter

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

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink: "03/15/2019".

Date

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

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in blue ink: "3/15/2018".

Date