

Spectrum Enterprise

Response to Request for Proposal for El Camino Real Charter High School

Form 470 Application Number: 250009733

Presented To:
Corinna Herring
District E-Rate Consultant
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
p1bids@infinitycomm.com

Presented By:
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Strategic Account Manager - Gov't/Ed
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January 10, 2025

Corinna Herring
District E-Rate Consultant
El Camino Real Charter High School
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
p1bids@infinitycomm.com

Dear Corinna:

Spectrum Enterprise¹ ("Spectrum") is pleased to submit the enclosed response to your Request for Proposal ("RFP"). Our response demonstrates Spectrum's ability to provide network solutions that will enable El Camino Real Charter High School to satisfy its technology needs.

Maintaining our partnership ensures El Camino Real Charter High School will continue to benefit from a strong telecommunications foundation and maximizes your ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country, making us one of the top service providers within the E-Rate program.

Thank you for the opportunity to respond to your RFP. Bonny Thompson is leading Spectrum's effort. Please do not hesitate to contact Bonny at (562) 677-0472 or bonny.thompson@charter.com.

Sincerely,

DocuSigned by:

David A Brown

F5E211496B4D477...

David Brown

Director, Sales Vertical Accounts

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by El Camino Real Charter High School ("Customer") or otherwise be sufficient to create a binding contract between El Camino Real Charter High School and Spectrum.

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

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

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

In the event of a bid award to Spectrum by El Camino Real Charter High School based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission ("FCC") submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company ("USAC") requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

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

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

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe 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 their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP

INTERNET TERMS	ABBREVIATION
DEDICATED FIBER INTERNET	DFI
SECURE DEDICATED FIBER INTERNET	SDFI
LOCAL AREA NETWORK	LAN
ENTERPRISE NETWORK OPERATIONS CENTER	ENOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide El Camino Real Charter High School with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced network solutions 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 affordable technologies that help drive greater student achievements.

The Federal Government created the E-Rate program to help fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools and libraries.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. Our experience in this area provides E-Rate specialists who understand:

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

Federally funded E-Rate discounts have made today's technology more affordable.

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.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support 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 proposing to El Camino Real Charter High School will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign an account team who will support your services:

- ▶ **Account Manager:** a dedicated, market expert who is available for consultation.
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your requirements.
- ▶ **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.
- ▶ **Client Services:** your point of contact; responsible for providing you with accurate billing and consultation on future growth.
- ▶ **Enterprise Network Operations Center (“ENOC”) and Enterprise Technical Support (“ETS”):** 24/7 facilities that work together to continuously monitor the network and provide a resource for technical support.

Customers have direct access to our Government Subsidized Programs (“GSP”) department which specializes in government-funded programs for eligible customers.

To support E-Rate program participation, Spectrum:

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

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with El Camino Real Charter High School, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum’s objective to maintain our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

SPECTRUM SERVICE PROPOSAL

Spectrum’s proposal, including pricing, is subject to the following contingencies:

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

Investment for Spectrum Services

Service Location	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRC	OTC
5440 Valley Circle Blvd Woodland Hills, CA 91367	DFI	5 Gbps	36	1	\$1,369.00	\$0.00
5440 Valley Circle Blvd Woodland Hills, CA 91367	DFI	10 Gbps	36	1	\$2,399.00	\$0.00
5440 Valley Circle Blvd Woodland Hills, CA 91367	DFI	25 Gbps	36	1	\$4,249.00	\$0.00
5440 Valley Circle Blvd Woodland Hills, CA 91367	Static IP (13)	N/A	36	1	\$0.00	\$0.00

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

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

E-Rate Funding Contingency

Customer’s Service Order shall incorporate the following clause as it relates to funding:

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

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

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of

receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Contract Extension

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

Upgrade Path

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

California Teleconnect Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

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 funding.

SPECTRUM'S RESPONSE TO EL CAMINO REAL CHARTER HIGH SCHOOL

NOTICE TO ALL POTENTIAL BIDDERS

The requirements for submitting a response to this bid have changed from previous instructions. It is highly recommended that you read through the instructions below and the bid documents to ensure you have completely responded to this RFP.

All bidders are required to submit their bids as instructed below. Failure to follow these instructions may result in the disqualification of the bidder's response.

All bid responses must be submitted through the project's website at:

<https://projects.infinitycomm.com>

or unless otherwise noted in the Response Package Requirements section of the RFP.

Bidders are required to create a free account to access the website to provide their response. Bidders will be required to provide a breakout of their bid response with the following information:

Monthly Recurring Costs, Monthly Taxes, Non-Recurring Costs, and the Term of the Agreement

Bidders **will not** be able to provide a complete response to the bid through the website without this information.

It is highly recommended that prior to beginning the upload process, this information is calculated so not to cause delays in submitting bid responses.

All questions pertaining to this request will also be submitted through the project website. Questions presented through phone call or email will not be responded to. ALL questions MUST be submitted through the project website.

Failure to provide a complete bid response for this project, including but not limited to, including growth costs in the contract (as requested), failure to provide accurate pricing, failure to provide/include connectivity between the demarc and MDF locations in the service provider contract, failure to provide an executed contract in the bid response, or any other deviation from the requested services, or requirements in this **RFP, WILL** result in respondent being penalized by reduction in awarded points through the Bid Evaluation.

Acknowledged.

REQUEST FOR PROPOSAL FOR INTERNET SERVICE PROVIDER SERVICES

EL CAMINO REAL CHARTER HIGH SCHOOL

RFP No: 794-25A.5a

RFP Posting Date: December 13, 2024
Questions Due By: December 27, 2024, at 03:00 PM PST
Proposals Due By: January 10, 2025, at 1:00 PM PST

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, El Camino Real Charter High School, here after referred to as "Owner", is seeking proposals from qualified providers of **Bundled ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at <https://projects.infinitycomm.com> & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

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

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

For more information, please review the Terms of Offer section of Spectrum's proposal.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements.*****

Spectrum will comply with CDC guidelines regarding vaccination and other requirements, and Spectrum's internal COVID-19 policies for its employees on Customer's premises.

Scope of Work

The Owner is seeking proposals for Bundled Internet Services at 5,000Mb/s, or higher for Student Use Only. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to El Camino Real Charter High School located at 5440 Valley Circle Blvd., Woodland Hills, CA 91367 (Main Campus **Student Use Only**).

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

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 5,000Mb/s, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

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

The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

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

Unless otherwise set forth in an applicable SLA, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. However, it is possible 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 the Agreement.

Spectrum's Service Level Agreement(s) ("SLAs") shall apply and shall supersede and replace the SLAs outlined in this RFP, if applicable. Please review Spectrum's applicable SLA(s) included with Spectrum's proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

Internet Connection

The Respondents cost to provide an Internet Connection, shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".
 - a. Point-of-Demarcation: MDF at 5440 Valley Circle Blvd., Woodland Hills, CA 91367.
3. Demarcation hand-off will be a Single Mode Fiber connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - a. All TCP/IP protocols
 - b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's trafficNLAN.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), service offering, and bandwidth information. Special construction options, if applicable, are included in Spectrum's Service Proposal.

The MRCs and OTCs are exclusive of taxes, fees, and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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.

Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

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 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 Agreement.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

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

All proposals from Respondents will include **any/all** costs associated with switching services from the Owners present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

Spectrum takes exception to this requirement. In no event shall Spectrum be liable for any early termination fees or costs incurred by the Customer in connection with procuring Spectrum Services or any portion thereof.

Additional Services List

- Respondents to provide pricing for bandwidths of 5,000 Mb/s, 10,000Mb/s, 20,000Mb/s and 25,000Mb/s.
- Respondents to provide pricing for both asymmetrical (Fiber Internet) and symmetrical services (Business Internet or High-Speed Internet).
- 3 Static IP Addresses

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

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered as a result of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.

Please review the E-Rate Funding Contingency clause as shown in the Service Proposal.

2. Approved funding amount equal to the funding amount as requested on the Form 471.

According to USAC, discounts can only be provided for the portion of the Services that eligible entities are receiving.

Please review the following link for further details:

<http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx>

Please also review the E-Rate Funding Contingency clause as shown in the Service Proposal.

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

Charter Communications Operating, LLC's SPIN is 143050436.

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2025 and may not extend past June 30, 2026. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

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

Spectrum is the incumbent provider for certain Services at certain Service Locations included in Spectrum's bid response so installation and construction activities related to such existing Services and Service Locations should not be applicable to Spectrum's proposal. However, for new locations not currently receiving Spectrum's Services or existing locations changing their current Services, so long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, 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 service activation 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 after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

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).

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Spectrum complies with all FCC Lowest Corresponding Price (LCP) rules related to its performance obligations under the Agreement.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Spectrum will provide discounts via the Form 474 (SPI Form) if the funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner with a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

Spectrum will provide discounts via the Form 474 (SPI Form) if the funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

If requested, Spectrum may assist with the applicable USAC filing paperwork.

USAC Discounts only apply to the portion of services for which USAC funding has been approved. Please review: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-alloccations.aspx> for further details.

Please also review the E-Rate Funding Contingency clause as shown in the Service Proposal.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Spectrum will provide discounts via the Form 474 (SPI Form) if the funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Default, termination and applicable remedies available to the Customer shall be governed by Section 13 (Default, Suspension of Services and Termination) of the Agreement as well as the applicable SLA. Please review Section 13 of the Agreement for additional information.

Please also review the E-Rate Funding Contingency clause as shown in the Service Proposal.

Program Review

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out Form 471. Respondents are required to complete the table in 'Appendix A'. Additionally, Respondents are required to submit the additional information described in 'Appendix A', as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix A', the Respondents bid can be deemed non-responsive and excluded from the bid.

Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided.

Response Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not plan to hold or acquire a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.

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 Agreement.

Charter Communications Operating, LLC's SPIN is 143050436 and FRN is 002564373, and is in good standing with the FCC and USAC.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response.

Please review the Executive Summary section above for information regarding Spectrum's experience on projects providing similar character and scope of proposed work.

All bidders interested in providing a proposal must submit their bids through the project website at <https://projects.infinitycomm.com>. Proposals will only be received until **January 10, 2025, at 1:00 PM PST**.

Acknowledged.

Responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed. Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

Acknowledged.

Spam and Robot Bids

Spam and/or Robot responses will not be considered as valid bid response and will be disqualified from consideration.

Acknowledged.

Requests for Information

Any requests for information regarding this RFP must be submitted through the project website. Respondents requesting information will submit all requests in one, single submission. Bids who fail to comply with this requirement may receive reduced scores in the evaluation for not complying with all requirements of this RFP. The deadline for all questions regarding this RFP will be **December 27, 2024, at 3:00 PM PST**.

Acknowledged.

Required Documents

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** — All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondents will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The MRCs and OTCs are exclusive of taxes, surcharges, and/or fees. To the extent estimates are provided, if any, Customer acknowledges that Spectrum cannot estimate all possible taxes, fees, and surcharges, as taxability and regulatory classifications vary by customer and service location and may change.

Additional information regarding possible taxes, fees and surcharges can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>.

Further, Spectrum shall have the right to increase MRCs for each Service after the expiration of the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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.

In addition, please review the California Teleconnect Fund (CTF) Contingency clause as shown in the Service Proposal.

2. **Service Agreement** — The Respondent will include **a signed and dated copy** of their multi-year Service Agreement (contract and service level agreement) with their proposal. Once all proposals have been received and evaluated, the Owner will sign, date, and return the winning Respondents agreement(s). See "Contract Requirements" section below for a detailed description of the required Service Agreement.

Spectrum has included a sample Agreement and applicable SLAs for Customer's review and upon award, will work with Customer to execute the final Agreement between the parties.

3. **Respondent Information** — Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

Please review Spectrum's cover letter as well as the Executive Summary section, above.

Charter Communications Operating, LLC's SPIN is 143050436.

4. **General Acknowledgement** — Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response. The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

- 5. List of References** — Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

Spectrum is the incumbent provider. Spectrum references are provided upon bid award or thereafter, subject to obtaining the prior applicable consents from any such references.

- 6. Respondent Qualifications** — Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.

Acknowledged.

- 7. Implementation Plan** — Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

Please review the Implementation Plan provided within this response.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service provider's current pricing as their proposal.

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

Contract Requirements

The Owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **MUST** be specifically included in the Respondent supplied agreement. Failure to include any or all of these provisions may result in the Respondent's proposal receiving a reduced score in the evaluation.

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

For more information, please review the Terms of Offer section of Spectrum's proposal.

- 1. Terms and Conditions** — The Owner requests proposals that are based on a three (3) year contract term with two (2) optional one (1) year extensions. The initial three (3) year contract term shall start on July 1, 2025 and end on June 30, 2028, not to exceed five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide "better" rates by extending the length of the contract, provide this option as part of the RFP response.

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

Spectrum is the incumbent provider for certain Services at certain Service Locations included in Spectrum's bid response so installation and construction activities related to such existing Services and Service Locations should not be applicable to Spectrum's proposal. However, for new locations not currently receiving Spectrum's Services or existing locations changing their current Services, so long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, 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 service activation 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 after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

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).

In addition, please review the Contract Extension clause as shown in the Service Proposal.

- 2. Growth Clause** — Growth services may or may not be requested by the Owner during the contract term. The Respondent shall include a "Growth Clause" with the maximum charges per month. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speed and bandwidths of 10,000Mb/s, 20,000Mb/s and 25,000Mb/s. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades **as per E-Rate guidelines**.

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

Any charges associated with Service and 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 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).

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

- 1. Price (30%)** The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet.
- 2. Experience (25%)** — The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.
- 3. Accuracy of Response (20%)** The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).
- 4. Other Cost Factors (15%)** — The Owner will take into consideration all non-E-Rate costs, including, but not limited to, ineligible one time or recurring charges, equipment, cost associated with transition of services, etc.

5. **Service Level Agreement (5%)** — The Respondent shall include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s). The Service Level Agreement shall include reference to the RFP number in which a response is provided. Respondent shall include growth bandwidth and growth pricing as listed in the Service Growth Clause within the Contract, Service Level Agreement and/or reference Respondent submitted proposal for any potential or future upgrades.
6. **Qualifications (5%)** — The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, the provided list of references as requested in the "Request for Information" section within the RFP, technical expertise, and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts

Acknowledged.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

All protests will be responded to in accordance with the Owners Board of Education Policy

Acknowledged.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

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

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than, the difference in cost between the awarded service provider and the next most qualified provider.

Spectrum does not agree to provide Customer with financial compensation to move to the next qualified bidder. Default under the Agreement and applicable remedies available to the Customer are defined and provided in the Agreement and SLA, as applicable.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

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

GENERAL ACKNOWLEDGEMENT FORM

Project #: 794-25A.5a
Owner: El Camino Real Charter High School

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____ . * Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.**

The Respondent agrees that pricing provided within proposal and/or contract are true and correct***. The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.*

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.*

NAME OF RESPONDENT:
ALL PARTNERS OR LEGAL NAME OF CORPORATION Charter Communications Operating, LLC Managed By Charter Communications, Inc.
(TYPE OR PRINT)

AUTHORIZED CONTACT: David Brown

BUSINESS ADDRESS: 12405 Powerscourt Dr., St. Louis, MO 63131
(TYPE OR PRINT)

TELEPHONE: (562) 677-0472 DocuSigned by: EMAIL: bonny.thompson@charter.com
BY: David A Brown David Brown, Director, Sales Vertical Accounts
(SIGNATURE IN INK) E5E211496B4D477... (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER: 143050436

DATE: 1/9/2025

* Spectrum's proposal shall not be considered an acceptance of an offer Customer or otherwise create a binding contract between Customer and Spectrum. The exceptions noted in Spectrum's proposal shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement"). Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP. Spectrum will endeavor to meet the customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. The MRCs and OTCs are exclusive of taxes, fees and surcharges.

** Spectrum will promptly work with Customer to execute the final definitive agreement, to be negotiated between the parties.

*** Spectrum complies with LCP rules. Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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.

Appendix A: Special Construction Cost Breakdown*

Owner: El Camino Real Charter High School
 Project #: 794-25A.5a

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues
 - b. Bridge, waterway, railway, or highway crossings
 - c. Galvanized conduit
 - d. Directional boring through hard rock or under a paved surface
 - e. An excessive number of handholes, marker posts, or other OSP materials
 - f. Expensive pole attachment fees or make ready costs.

* Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided.

END OF RFP

APPENDIX

- **Dedicated Fiber Internet for K-12 Education**
- **Dedicated Fiber Internet Service Level Agreement**
- **Sample Agreement**

Dedicated Fiber Internet for K-12 education



Count on the reliability, bandwidth and speed of a dedicated internet connection.

Today's K-12 schools and districts depend on high-performing internet solutions to keep critical applications running and personalized and online learning operational. A dedicated, dependable internet connection ensures high performance for your network resources, allowing you to better serve students, educators and staff.

Dedicated Fiber Internet is a service that offers high-speed, scalable, nationwide internet connectivity, with performance and support you can count on. The service is backed by a 100% uptime service-level agreement (SLA) all the way to the hand-off point at your location.

Product highlights

- **High performance:** Improves productivity through a high-performing internet service that delivers reliable connectivity.
- **Scalability and reach:** Provides a scalable platform with national reach and dense metro coverage to support current and future bandwidth needs.
- **Business continuity:** Allows for optional solutions to support internet uptime in the event of a disruption.
- **End-to-end support:** Provides a single, nationwide contact point for services and support including in-building connections to your equipment.
- **Value:** Offers cost-effective, straightforward pricing.

Key features

- A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network that is available nationwide.
- The service delivers low latency, jitter and packet loss all the way into the client suite.
- Symmetrical access that scales up to 100 Gbps.
- 100%, 24/7/365 U.S.-based support and local technicians.
- Multiple physical diversity and redundancy options to help protect your network.

Technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- On-net locations are provisioned via our advanced fiber network from the client premises to one of many hub locations throughout the Spectrum Enterprise® network footprint.

Routing

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

Internet access demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID).
- Traffic is routed over the Spectrum Enterprise IP network until it is delivered to the internet.
- Demarc extensions are installed for most buildings where service is provided.

Static IP addresses:

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

Other available services

- **Wireless Internet:** Connect to the internet with a wireless solution that helps keep your business running. This all-inclusive wireless internet service comprises equipment, installation and support.
- **Enterprise Network Edge:** Improve the network experience for your teams with an enterprise-grade managed solution that brings together connectivity, equipment and network management to support both hybrid networks and workforces. Powered by Fortinet, the solution simplifies IT operations by providing networking with security features and optional integrated WiFi and switching in a multi-cloud-ready platform.
- **Managed Network Edge:** Delivered over the Cisco Meraki platform, this fully managed, modular service offers security features, routing, SD-WAN, WiFi, switching, smart cameras, environmental sensors and the ability to work from anywhere there is an internet connection.
- **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- **Managed cloud security:** Help protect every user, device and application with cloud-based solutions that simplify the security experience. **Secure Access with Cisco Duo** and **Cloud Security with Cisco+ Secure Connect** apply zero trust network access and multi-factor authentication technologies to help guard against unauthorized access to data both on and off your network. Make your security framework more efficient and improve visibility regardless of users' location with fully managed solutions and expert support.
- **DDoS Protection:** Guard against malicious volumetric attacks designed to overload your network with world-class distributed denial of service (DDoS) threat identification and mitigation.
- **Unified communications:** Answer communication and collaboration needs with a fully managed, cloud-based voice solution that brings together calling, messaging, meetings, virtual workspaces and more in a single application that delivers a unified experience for today's mobile, on-the-go workforce.

Learn more

enterprise.spectrum.com/K12Ed

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, Inc., is a national provider of scalable, fiber technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes [networking and managed services solutions: Internet access, Ethernet access and networks, Voice and TV solutions](#). The Spectrum Enterprise team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

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Spectrum Enterprise

Dedicated Fiber Internet Service Level Agreement

This Service Level Agreement (“SLA”) for Spectrum Enterprise (“Spectrum”) Dedicated Fiber Internet (referred to herein as “DFI” or the “Service”) 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 “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described 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 (each a “Priority 1 Outage”)
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service
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

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for DFI Service

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery
End to End: 100%	Priority 1 Outages within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%

SLA Targets are measured from Customer’s Service Location to the location where Spectrum Enterprise (“Spectrum”) has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected DFI circuit or Service (the “Affected Service”).

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability =	$\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}}$	X	100
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2. Mean Time to Restore (“MTTR”)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore =	$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$
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3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during 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:

Latency or Frame Delay Average (ms) =	$\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during 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 Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}}$	X	100
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5. 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 measures a sample set of frames every five (5) minutes during a calendar month (except during 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).

Jitter/Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	$\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges (“MRC”) for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Credits		
Downtime		Service Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore (“MTTR”) Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

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. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum’s sole and exclusive liability, with respect to any missed SLA Targets.

2. 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; 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 within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum 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.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or subsequent URL) ("Terms of Service"), which is incorporated herein by reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this document constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Sales Contact Information	
Spectrum Account Executive:	
Office:	Mobile:
Email:	

Customer Information				
Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer's Main Tel. No.:				
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: