

Spectrum Enterprise

Proposal for Paso Robles Joint Unified

School District

Form 470 Number: 210022687

Presented To:
Luke Draper
Director of Information Technology
800 Niblick Rd
Paso Robles, CA 93446
lbdraپر@pasoschools.org

Presented By:
Mr. Glenn Shackelford
Major Account Executive
270 Bridge St
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(805) 459-2049
glenn.shackelford@charter.com

Submission Date: 3/18/2021



Charter Communications Operating, LLC SPIN: 143050436

Spectrum
ENTERPRISE



Thursday, March 18, 2021

Luke Draper
Director of Information Technology
Paso Robles Joint Unified School District
800 Niblick Rd.
Paso Robles, CA 93446
lbdraeper@pasoschools.org

Dear Mr. Draper:

Spectrum Enterprise¹ is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Ethernet that will enable Paso Robles Joint Unified School District to meet its technology needs.

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

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

Thank you for the opportunity to submit this response to your RFP. Mr. Glenn Shackelford Major Account Executive - Gov't/Ed, is spearheading Spectrum's effort. He can be reached at (805) 783-4966 and Glenn.Shackelford@charter.com.

Sincerely,


Geno Maestas (Mar 16, 2021 13:39 PDT)

Mr. Geno Maestas
Manager, Spectrum Enterprise Sales

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

Geno Maestas

E-signed 2021-03-16 01:39PM PDT

geno.maestas@charter.com

Spectrum



TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Paso Robles Joint Unified School District or otherwise be sufficient to create a binding contract between Paso Robles Joint Unified School District and Spectrum.

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

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

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

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

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

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

TABLE OF CONTENTS

Terms Of Offer 3

Executive Summary 5

Spectrum Service Proposal 7

Ethernet Services 8

Ethernet Private Local Area Network overview 10

EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Paso Robles Joint Unified School District with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

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

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

Spectrum's Solution

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

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

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

Get Powerful Services with the Financial Benefits of E-rate

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

Unsurpassed Expertise and Customer Support

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

solutions we are quoting Paso Robles Joint Unified School District will match your specific and discrete needs.

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

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

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

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

SPECTRUM SERVICE PROPOSAL

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

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

Investment for Spectrum Services

Location	SERVICE	SVC. CAP	Term	<u>QTY</u> <u>Each</u>	<u>OTC</u> <u>Each</u>	<u>MRC</u> <u>Each</u>
1626 Vine St. Paso Robles, CA	EPLAN	1 Gbps	12	1	\$0.00	\$1083.00
	EPLAN	1 Gbps	24	1	\$0.00	\$650.00
	EPLAN	1 Gbps	36	1	\$0.00	\$436.00
	EPLAN	1 Gbps	60	1	\$0.00	\$387.00

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

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

ETHERNET SERVICES

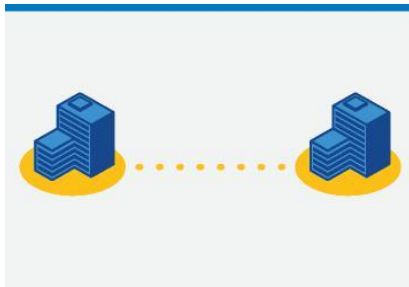
Link your locations with nationwide reach, leverage bandwidth-intensive applications, connect to leading cloud service providers and fortify your business continuity plans. Do it all with customized Ethernet Services from Spectrum Enterprise.

Ethernet Services Overview

Simplify your wide-area network (WAN) infrastructure for secure, seamless collaboration. Cost-effectively connect your locations with simple, flat-rate pricing. Empower your IT staff with network visibility via a secure Ethernet services portal providing real-time status updates and reporting capabilities.

Ensure network reliability by partnering with one of the largest Ethernet providers in the U.S. with more MEF CECP 2.0-certified professionals than any other provider. This means your evolving business can depend on Ethernet services from an industry leader with a robust, fiber-rich network and highly competitive service-level agreements.

MEF CE 2.0-certified topologies for any business



Point-to-point

Ethernet Private Line (EPL)

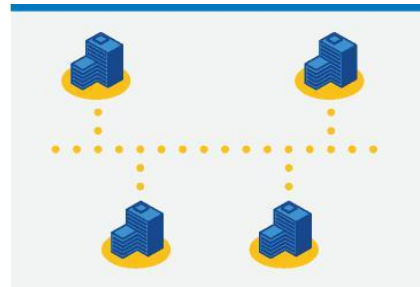
For businesses with two locations, EPL is a cost-effective, reliable, high-capacity business Ethernet solution. EPL connects client premises equipment (CPE) with a lower-cost User Network Interface (UNI), making it a smart alternative to traditional TDM private-line service.



Point-to-multipoint

Ethernet Virtual Private Line (EVPL)

EVPL offers a reliable, high-bandwidth and cost-effective alternative to legacy TDM private-line, frame-relay or ATM service. It enables companies with a central office and satellite locations to communicate and collaborate seamlessly on one robust, secure network.



Multipoint-to-multipoint

Ethernet Private LAN (EP-LAN)

Combining the privacy of traditional ATM/frame-relay or private-line service with the performance and resiliency of IP VPN, EP-LAN is ideal for connecting multiple campuses. Now, widespread locations can share one seamless, secure network with the bandwidth to elevate productivity and efficiency to new levels.



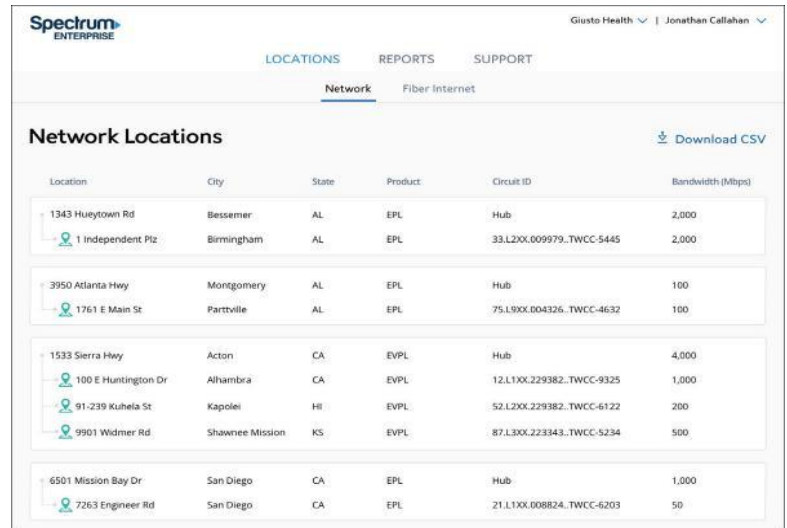
PRODUCT BRIEF Ethernet Services

SpectrumEnterprise.net

The Spectrum Enterprise client portal provides visibility to your Ethernet services anytime, anywhere and on any device. See your network inventory and circuit performance through interactive graphs and downloadable reports.

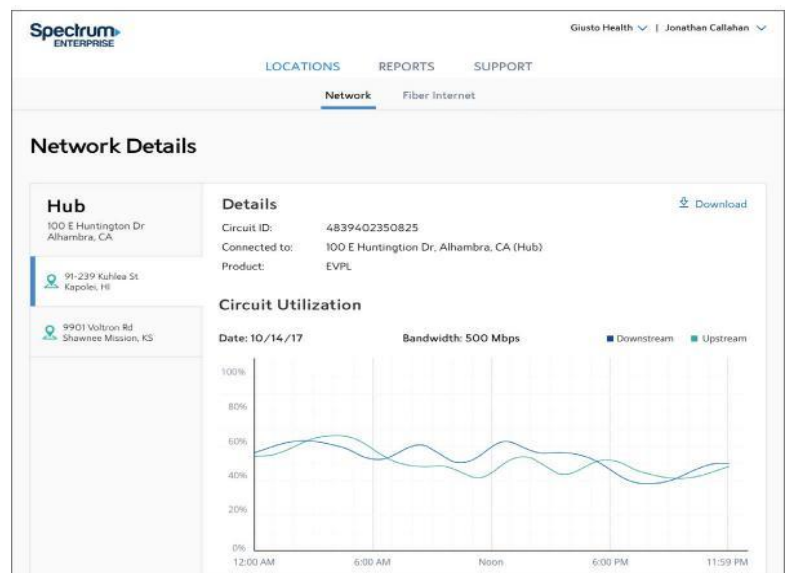
Available reporting:

- ▶ Utilization
- ▶ Availability
- ▶ Frame delay
- ▶ Frame delay variation
- ▶ Frame loss ratio



Network Locations [Download CSV](#)

Location	City	State	Product	Circuit ID	Bandwidth (Mbps)
1343 Hueytown Rd	Bessemer	AL	EPL	Hub	2,000
1 Independent Plz	Birmingham	AL	EPL	33.L2XX.009979..TWCC-5445	2,000
3950 Atlanta Hwy	Montgomery	AL	EPL	Hub	100
1761 E Main St	Partville	AL	EPL	75.L1XX.004326..TWCC-4632	100
1533 Sierra Hwy	Acton	CA	EVPL	Hub	4,000
100 E Huntington Dr	Alhambra	CA	EVPL	12.L1XX.229382..TWCC-9325	1,000
91-239 Kuhlea St	Kapolei	HI	EVPL	52.L2XX.229382..TWCC-6122	200
9901 Widmer Rd	Shawnee Mission	KS	EVPL	87.L3XX.223343..TWCC-5234	500
6501 Mission Bay Dr	San Diego	CA	EPL	Hub	1,000
7263 Engineer Rd	San Diego	CA	EPL	21.L1XX.008824..TWCC-6203	50



Learn more

enterprise.spectrum.com/ethernet

ETHERNET PRIVATE LOCAL AREA NETWORK OVERVIEW

Ethernet Private LAN (EP-LAN) enables any-to-any connectivity for businesses that need to connect all their locations on a single network. EP-LAN brings together cost-effectiveness, speed, simplicity and flexibility in a broadly customizable Ethernet solution.

EP-LAN provides a multipoint-to-multipoint Ethernet Wide Area Network (WAN) that extends your Local Area Network (LAN) to a Metro or Wide Area Network that allows your company's business-critical applications and data to travel seamlessly across the entire network. EP-LAN can move large amounts of information between sites, quickly and securely.

EP-LAN benefits

- ▶ **Privacy:** All data travels within the secure domain of a Layer 2, dedicated, high capacity, point-to-point connection at native Ethernet speeds.
- ▶ **Standards-Based:** Depend on Ethernet Private LAN (EP-LAN) MEF 2.0 certifications.
- ▶ **Single Interconnection:** A hub aggregates all data traffic on a single network linking all your business locations.
- ▶ **Traffic Separation:** Maintain discrete pathways when you consolidate previously separate domains for specific applications or departments onto a single network.
- ▶ **Cost Savings:** A single handoff reduces network equipment and management costs.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

District Name:	PASO ROBLES JOINT UNIF S DIST	Form 470#:	210022687
BEN:	143970	Application Nickname:	PasoRoblesUSD470FY2021-C1 Vine St

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) **E-RATE CONTINGENCY**

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

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.

Customer's Service Order will include the following clause:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-rate") funding) as part of any application seeking a federal subsidy or funding. Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year. Upon Spectrum's receipt of appropriate notice that Customer is an approved E-rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-rate program funding

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

SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Spectrum complies with all applicable USAC rules and regulations. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

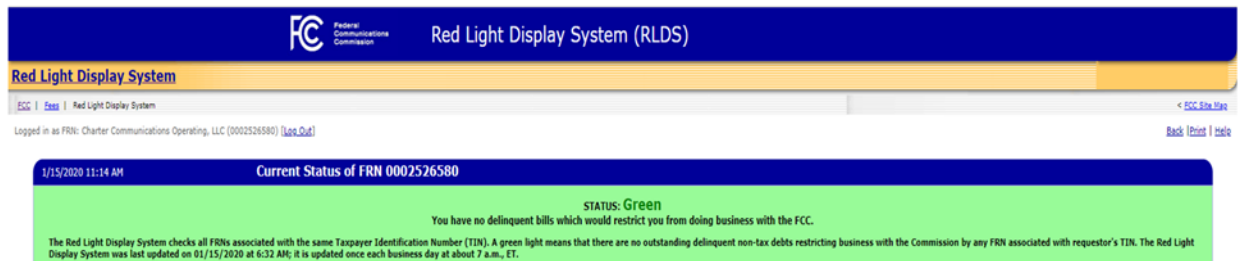
Charter Communications Operating, LLC SPIN is 143050436.

- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Charter Communications Operating, LLC FRN is 0002526580.

- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html

Please review Spectrum's Green Light Status below.



- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

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

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

The MRC shall remain firm throughout the Initial Order Term of the Service Order. The MRC and OTC does not include applicable taxes, surcharges and fees. Customer will be invoiced Service Charges in accordance with the Service Agreement. Spectrum will have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

After the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current order term, the Service Order shall automatically

renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

Spectrum understands. Please review Spectrum’s Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

Spectrum understands and will comply.

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

Spectrum has read and understands.

- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>

Spectrum has read and understands.

- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

Spectrum has read and understands.

2) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

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.

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).

- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

Spectrum agrees that its bid is not confidential, except as to any portions of the response that are confidential and proprietary to the extent not prohibited by law.

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

Spectrum complies with all applicable USAC rules and regulations. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

Spectrum complies with all applicable USAC rules and regulations. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. In no event shall Spectrum be liable for any shortfall in E-rate funding incurred by the Customer in connection with procuring Spectrum Services or any portion thereof.

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

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

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

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

- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>

Spectrum complies with FCC Rule 19-121. Spectrum does not currently conduct business with or use equipment from Huawei or ZTE on Spectrum's network.

- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

Spectrum has read and understands.

2) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

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

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
 - *The Category 1 service must depend on the installation of the infrastructure.*
 - *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
 - *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*
- For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Spectrum has read and understands.

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

Spectrum is not bidding on Category 2 services inside this RFP response for Paso Robles Joint Unified School District therefore, this section does not apply.

4) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide

that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

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.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

To the extent required by applicable law, Spectrum shall keep complete and accurate documents, information, and records concerning the Services provided to Customer in accordance with Spectrum's policy. As allowed by applicable law, Customer may audit such documents, information and records for the previous 12-month period not more than one time per year and Customer's audit rights shall be limited to documents,

information and records pertaining to Services provided to Customer and not with respect to other customers. Audits undertaken by Customer shall be limited to Spectrum's operations only, and Spectrums confidential financial information, network systems, books, records, and accounts shall not be made available for audit. Spectrum may require Customer's auditors to sign a reasonable non-disclosure agreement. All audits shall be at Customer's expense.

5) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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

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).



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.

This proposal is submitted with the understanding that the specific, comprehensive terms under which the parties may enter into a binding contract are understood to be subject to negotiation between the parties hereafter.

I, the undersigned, as an authorized agent of Charter Communications Operating, LLC (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature:  Title: Geno Maestas | Manager, Spectrum Enterprise Sales

Phone Number: (805) 459-2049 Email: glenn.shackelford@charter.com

Service Provider Name: Charter Communications Operating, LLC

Geno Maestas

E-signed 2021-03-16 01:39PM PDT

geno.maestas@charter.com

Spectrum

