

Spectrum's Response For Paso Robles Joint Unified School District

Form 470 Application #190006815

December 28, 2018

Presented By:

Bill Hoblin

MAE - Government & Education

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December 28, 2018

Mr. Luke Draper
Paso Robles Joint Unified School District
800 Niblick
Rd, CA 93446

Dear Mr. Draper:

Charter Communications (Spectrum Enterprise) is pleased to submit the enclosed proposal in response to your Form 470. Our response demonstrates Spectrum Enterprise's ability to provide network solutions that will enable Paso Robles Joint Unified School District to meet its technology needs.

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

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

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

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

Sincerely,

Bill Hoblin

Bill Hoblin
MAE - Government & Education

LEGAL DISCLAIMER AND SUMMARY

This proposal shall not be considered an acceptance of any offer by Paso Robles Joint Unified School District or otherwise create a binding contract between Paso Robles Joint Unified School District and Spectrum Enterprise. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum Enterprise and Paso Robles Joint Unified School District may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

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

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EXECUTIVE SUMMARY

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

Bring Advanced and Affordable Technology to Your Schools

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

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

Spectrum's Solution

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

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

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

Get Powerful Services with the Financial Benefits of E-rate

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

Unsurpassed Expertise and Customer Support

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

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

Implementation Plan

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

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

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

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

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited by, inclement weather. The below chart is an example of a 75-day timeline. The estimate for your service delivery is expected to be 90-120 days.

Sample Implementation Timeline

Description	Resource	Result	Time Duration
Project Initiation	Internal	Project released to Service Delivery. Project manager makes contact with Customer	1 week
Project Initiation	Internal	Internal kickoff design / BOM review, develop deployment strategy, review timelines, risks, project materials ordered, construction tasks begin	1 week
Project Execution	External	External kickoff call with Customer	1 week
Project Execution & Control	Internal / External	Recurring internal/external project meetings to update status, review action items, and go over project risks	1 week
Project Execution & Control	Internal / External	Weekly recurring internal and Customer project meetings, material receipt, fiber construction activities, facility build-outs, core equipment deployment, provisioning, risk mitigation, CPE deployment, test and turn-up for sites that become ready	4 weeks

Operational Support

Critical to the success of any network is the ongoing operational support that the client can expect. Spectrum's support includes:

Technical Support, Monitoring and Maintenance

Spectrum Enterprise offers complete service and device monitoring, leveraging our Enterprise Tech Support Center (ETS) that is staffed 24/7/365. We monitor changes, alarms and other network conditions to maintain network availability. The ETS provides an escalation list to our customers and service partners to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying service issue is resolved in the shortest possible time.

Preventative Network Maintenance

Proactive network maintenance will be conducted between the hours of midnight and 6:00 a.m. local time. Spectrum will typically provide at least ten days prior notice before preventative maintenance is conducted.

Emergency Network Maintenance

Emergency network maintenance is work that is not reasonably anticipated but requires immediate action to address an issue that is likely to cause a material service outage. Spectrum will typically provide notice to the customer of emergency network maintenance as soon as is practicable, and when reasonable, will do so in advance of such maintenance.

Service Level Objectives

Spectrum provides standard Service Level Agreements for the Wide Area Networks we maintain.

Spectrum has carefully assessed, designed and will install the most technologically sound and cost-effective solution possible. The Spectrum-provided network will deliver

the capacities and reliability required for today's needs within a flexible platform for future growth. The operational support is in place to maintain a healthy and robust network as it changes over time. In-depth discussions confirming the network design recommendations will be completed with the client's Information Technology team prior to finalizing and implementing the design.

ABOUT US

[Acquisition of Time Warner Cable and Bright House Networks](#)

Charter Communications, Inc. (NASDAQ: [CHTR](#)) has completed the merger transactions with Time Warner Cable and Bright House Networks. Spectrum, a brand of Charter Communications, Inc. is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. Spectrum's broad portfolio includes Internet access, Ethernet access and networks, Voice, and TV solutions and extends to Managed IT solutions including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite. Our industry-leading team of experts work closely with clients to achieve greater business success by providing these right fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Much of our growth has been achieved through acquisitions of cable properties and the subsequent increase of customers in those communities, as well as development and launch of new products and services. Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 90,000 employees.

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

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

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

CONNECTING YOUR CAMPUS WITH ADVANCED LEARNING

Deliver the connectivity that equips teachers, empowers students, and seamlessly helps staff, students, and visitors collaborate and connect. A smart technology partner helps you bring the promise of education to life.

Supporting Digital Learning for K-12 with E-rate

Helping You Enrich 21st-Century Learning with E-rate Services

Dwindling budgets and increasing regulations present a challenge to many schools in acquiring the technologies needed to fuel today's digital learning environments. The E-rate program is an invaluable resource for K-12 schools and libraries to obtain affordable access to advanced telecommunication services, and Spectrum Enterprise offers a suite of E-rate-eligible services—and local, dedicated education representatives—to help you navigate the program and attain a rich and secure digital infrastructure.

What Is the E-rate Program?

As part of the Federal Telecommunications Act of 1996, the E-rate program was created to provide eligible K-12 schools and libraries with discounts of up to 90 percent on select telecommunications services to meet their growing connectivity needs. This federal program is administered by the Schools and Libraries Division (SLD) of the [Universal Service Administrative Company \(USAC\)](#).

How We Can Help

Spectrum Enterprise provides a complete solution for the K-12 marketplace, with services that enable students and educators to access digital learning via a secure infrastructure, whether it is using instructional course materials, interacting with classmates or taking exams on a mobile device.

We became a compliant E-rate service provider in 1998, and we take pride in being one of the largest E-rate service providers today, working with hundreds of school districts nationwide and delivering service to more than 10,000 locations and millions of students.

Our team of Education professionals can help you access information to achieve maximum E-rate funding. We stay up to date on the latest FCC provisions and rules and can help you navigate the E-rate application process to transition your learning environment to the ever-changing digital world. For assistance, contact a local, dedicated Spectrum Enterprise Education representative.

SPIN Information

Charter Communications Operating, LLC SPIN is 143050436.
Charter Communications Operating, LLC FRN is 0002526580.

California Teleconnect Fund Contingency

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

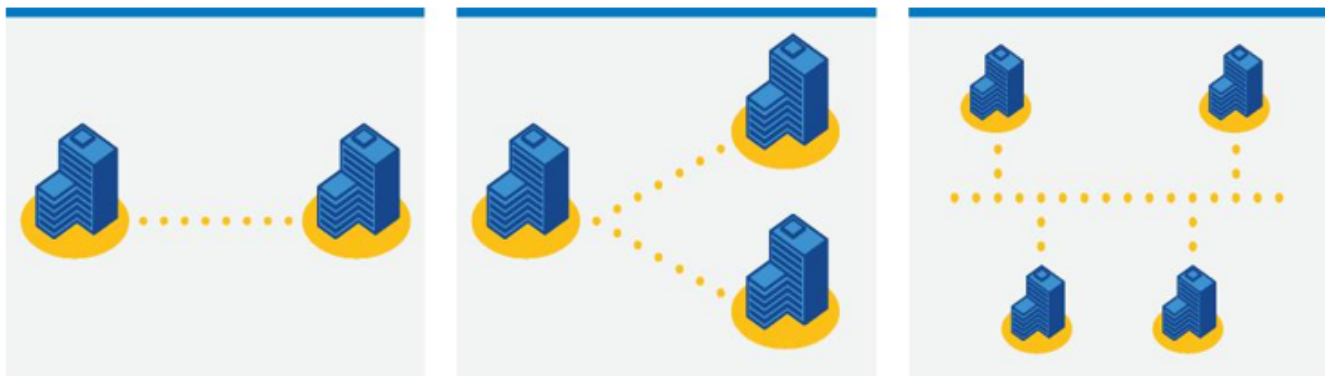
SPECTRUM ETHERNET SERVICES

Link multiple locations with nationwide reach. Leverage bandwidth-intensive applications. 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.

SpectrumEnterprise.net

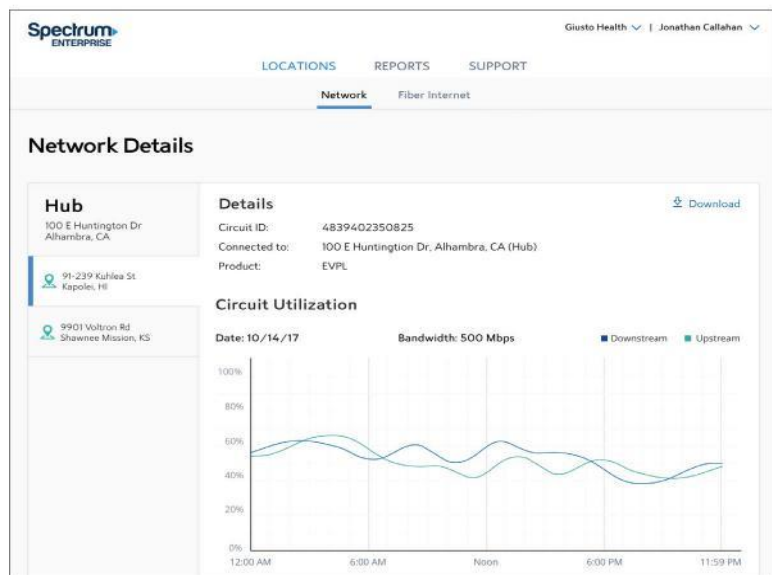
The Spectrum Enterprise client portal provides visibility to your Ethernet services anytime, anywhere and on any device. See your network inventory and circuit performance through interactive graphs and downloadable reports.

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.L9XX.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.223143.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

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts work closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

ETHERNET PRIVATE LINE OVERVIEW

For businesses with two locations, Ethernet Private Line (EPL) is a cost-effective, high-capacity solution. EPL reliably connects Customer Premises Equipment (CPE) with a lower-cost User-to-Network Interface (UNI), making it a smart replacement for traditional TDM private line service.

EPL can instantly and privately transmit mission-critical data at speeds from 10 Mbps to 10 Gbps. And Ethernet Private Line dedicated point-to-point connectivity supports metro and national business applications including online backup, storage area networking, and data center connectivity.

EPL product highlights

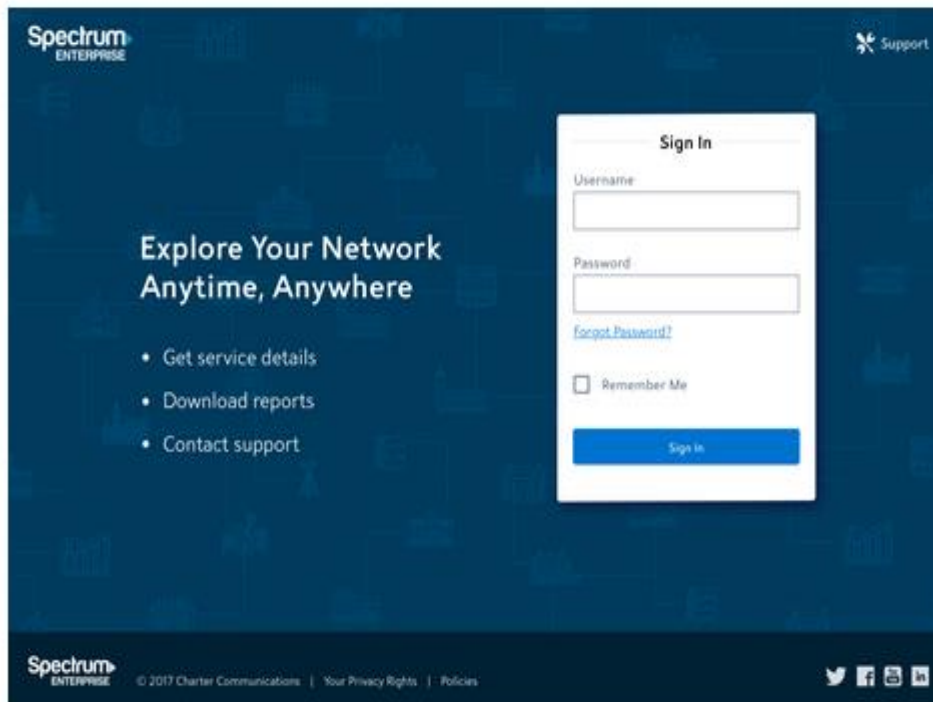
- ▶ Privacy: All data travels within the secure domain of a Layer 2, dedicated, high-capacity, point-to-point connection, at native Ethernet speeds.
- ▶ Availability: Easily link business locations in geographically dispersed areas.
- ▶ Cost Savings: You can connect your business's Customer Premises Equipment (CPE) with a lower-cost Ethernet interface.
- ▶ Standards-Based: Depend on Ethernet Private Line (EPL) with our MEF CE 2.0 Certifications.

Spectrum Enterprise Client Portal

Spectrum's Ethernet Services brings you superior network visibility and data intelligence with a password-protected online portal.* Network inventory and circuit performance is available through interactive graphs and downloadable reports.

- ▶ Range of reports includes:
- ▶ Service Availability
- ▶ Frame Delay Round Trip
- ▶ Frame Delay Variation Report
- ▶ Frame Loss Ration
- ▶ Utilization
- ▶ Custom Reports
- ▶ Time Period Reports

SpectrumEnterprise.net



View information on all services in one place.

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.L20X.009979.TWCC-5445	2,000
3950 Atlanta Hwy	Montgomery	AL	EPL	Hub	100
1761 E Main St	Parttville	AL	EPL	75.L90X.004326.TWCC-4632	100
1533 Sierra Hwy	Acton	CA	EVPL	Hub	4,000
100 E Huntington Dr	Alhambra	CA	EVPL	12.L10X.229382.TWCC-9325	1,000
91-239 Kuhela St	Kapolei	HI	EVPL	52.L20X.229382.TWCC-6122	200
9901 Widmer Rd	Shawnee Mission	KS	EVPL	87.L30X.223343.TWCC-5234	500
6501 Mission Bay Dr	San Diego	CA	EPL	Hub	1,000
7263 Engineer Rd	San Diego	CA	EPL	21.L10X.008824.TWCC-6203	50
2046 Broadway	Santa Monica	CA	EVPL	Hub	10,000
2800 Olympic Blvd	Santa Monica	CA	EVPL	67.L30X.242352.TWCC-3444	2,000
21 E 11th St	Covington	KS	EVPL	78.L20X.857382.TWCC-3456	4,000
513 Madison Ave	Covington	KS	EPL	Hub	500
1 Eden Pkwy	Lagrange	KS	EPL	21.L10X.008824.TWCC-6203	500
165 Tor Ct	Pittsfield	MA	EPL	Hub	250
67 Downing Industrial...	Pittsfield	MA	EPL	34.L10X.2323124.TWCC-2394	250
1000 Cambridge Village Loop	Apex	NC	EPL	Hub	1,000
327 Washington Blvd	Venice	CA	EPL	56.L10X.112344.TWCC-8432	1,000
2081 W Ridge Rd	Rochester	NY	EPL	Hub	100
3200 Salina St	Syracuse	NY	EPL	84.L10X.009624.TWCC-4941	100
4406 State Route 43	Columbus	OH	EPL	Hub	2,000
100 Warner Dr	Darlington	SC	EPL	11.L10X.032424.TWCC-3284	2,000

View all locations and circuits within a network.

Network Details

Hub

100 E Huntington Dr
Alhambra, CA

91-239 Kuhlea St
Kapolei, HI

9901 Voltron Rd
Shawnee Mission, KS

Details

Download

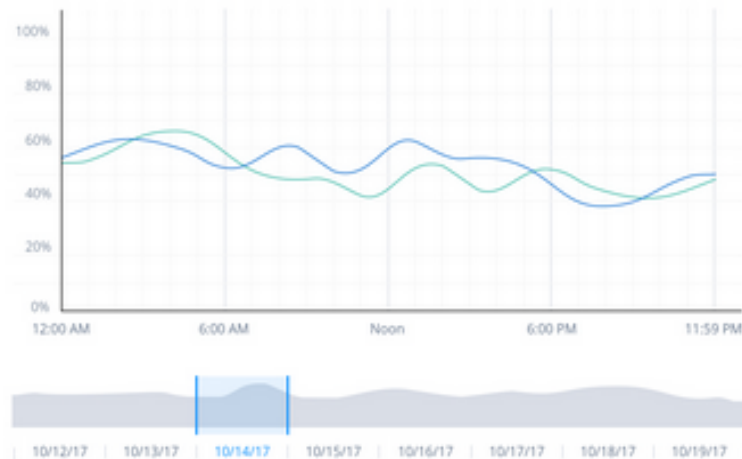
Circuit ID: 4839402350825
Connected to: 100 E Huntington Dr, Alhambra, CA (Hub)
Product: EVPL

Circuit Utilization

Date: 10/14/17

Bandwidth: 500 Mbps

Downstream Upstream



Times are based on your device's current time settings.

Understand circuit utilization over time with interactive graphs.

**not available in all areas*

ETHERNET SERVICES

TECHNICAL DESCRIPTION

SERVICE OVERVIEW

Spectrum Enterprise Ethernet Services is a scalable fiber-optic solution providing a reliable alternative to legacy TDM services.

The service offers flexible bandwidth options ranging from 10 Mbps to 10 Gbps and is available in three service configurations: Ethernet Private Line (EPL), Ethernet Virtual Private Line (EVPL) and Ethernet Private LAN (EP-LAN). All service types are offered regionally and across the national backbone.

Supported Topology	MEF Certification	Supported Speeds
EPL	MEF 2.0	10 Mbps to 10 Gbps
EVPL	MEF 2.0	10 Mbps to 10 Gbps
EPLAN	MEF 2.0	10 Mbps to 10 Gbps

*EP-LAN opportunities can extend across multiple regions (requiring transport across the national backbone). However, the VPLS domain will not extend across the national backbone and all sites outside of the primary region will utilize Attachment Circuits to connect to the VPLS domain.

TECHNICAL SPECIFICATIONS

USER-TO-NETWORK INTERFACE

Spectrum Enterprise currently utilizes MEF 2.0 compliant CPE to support the following IEEE 802.3 interfaces at the UNI.

Standard Interfaces	UNI Speed
10GBASE-T	10 Mbps
10GBASE-TX	10 Mbps to 100 Mbps
10GBASE-SX	100 Mbps to 1 Gbps
10GBASE-LX	100 Mbps to 1 Gbps
10GBASE-EX	1 Gbps to 5 Gbps
10GBASE-LX	1 Gbps to 5 Gbps

ETHERNET SERVICES FRAME HANDLING

The services transparently pass all Unicast, Multicast and Broadcast frames associated with the EVC. The service does not support IPv6 multicast.

MTU SIZE

The services support a Maximum Transmission Unit (MTU) size of 2000 bytes, with larger sizes available upon request and engineering approval.

ETHERNET OAM

For SLA measurements, Spectrum Enterprise supports ITU Y.1731 and proprietary OAM functionalities as needed.

CE-VLAN TAG PRESERVATION

The service supports 802.1ad (Q-in-Q) tagging at the UNI and ENNI. Spectrum Enterprise will encapsulate client CE-VLAN tags in a provider VLAN tag for transport across the Spectrum Enterprise network. Untagged frames will be mapped to the native VLAN designated by the client. The client is not expected to configure their interface with

any Spectrum Enterprise EVC VLAN IDs. Technical coordination will be required to support stacked VLAN tags across the ENNI.

BANDWIDTH ALLOCATION

The service can be configured to support two types of bandwidth profiles:

- Per UNI – UNI rate limiting. Dynamic allocation of bandwidth between all EVCs per specified UNI (i.e. all bandwidth is available for use for all EVCs)
- Per EVC – allocation of bandwidth is rate-limited at the EVC

ETHERTYPE

0x8100 EtherType is used for stacked VLAN tags.

LAYER 2 CONTROL PROTOCOL (L2CP) PROCESSING

Protocol	Handling
STP	Tunnel
RSTP	Tunnel
HSRP	Tunnel
PVST	Tunnel
B-PVST	Tunnel
EAPS	Discard
Power	Discard
LACP/LAMP	Discard
OSPF/MSDP	Discard
Link OAM	Tunnel
Port Authentication	Discard
E-LMI	Discard
LLDP	Tunnel

MAC ADDRESS LIMITATIONS

Point-to-point service configurations (EPL and EVPL) do not have MAC Address limitations. Multipoint configurations (EP-LAN) learn 500 client MAC Addresses as part of the standard offering, but can learn up to 1000 client MAC Addresses for an additional fee.

CLASS OF SERVICE (CoS)/TRAFFIC PRIORITIZATION

Spectrum Enterprise uses traffic prioritization to offer three classes of service for EPL, EVPL and EP-LAN.

- ▶ Premier CoS (Highest Priority)
- ▶ Express CoS (Intermediate priority)
- ▶ Standard CoS (Lowest priority)

Spectrum Enterprise indicates priority using the MPLS EXP bits. Client markings (802.1p/DSCP) are passed transparently through the Spectrum Enterprise network. In addition, Spectrum Enterprise invokes process to actively manage oversubscription in the network.

INSTALLATION, TESTING AND TURN-UP

Prior to installation for most large clients, Spectrum Enterprise will create a Method of Procedure (MOP) which includes a detailed description of work to be performed with consideration given to a review and approval process, safety, power and grounding, cabling/fiber patching, escalation contacts and clean-up of the work area.

After installation, Spectrum Enterprise performs RFC 2544 testing from the client UNI to the demarcation point at the handoff location. The Spectrum Enterprise technician then verifies monitoring is established with the Spectrum Enterprise Network Operations Center (SB NOC). Test results are provided to the client upon certification. Test & turn-up will typically take one day.



TECHNICAL SUPPORT, MONITORING AND MAINTENANCE

Spectrum Enterprise NOC provides 24/7/365 proactive monitoring of the service. Reported troubles are escalated within the NOC and to local network maintenance and repair technicians as necessary.

On-site technicians are typically Spectrum Enterprise employees and reside locally to provide the quickest turnaround possible. Clients are provided with a list of escalation contacts during the test and turn-up process.

Proactive network maintenance will be conducted between the hours of midnight and 6:00 am local time. Spectrum Enterprise will typically provide at least 10 days prior notice before preventative maintenance is conducted.

Emergency network maintenance is work that is not reasonably anticipated but requires immediate action to address an issue that is likely to cause a material service outage. Spectrum Enterprise will typically provide notice to the client of emergency network maintenance as soon as is practicable, and when reasonable, will do so in advance of such maintenance.

SERVICE LEVEL AGREEMENTS (SLA)

Spectrum Enterprise offers Standard, Express and Premier Service Level Agreements corresponding with the CoS tier of a given service configuration. Premier and Express SLAs include four performance metrics: Availability, Delay (Round-Trip), Delay Variation and Loss Ratio. Standard SLA includes only the Availability metric. These SLAs are measured using Ethernet test frames injected into the Spectrum Enterprise network with SLA results available in a monthly client report.

The Ethernet Services Configurations of EPL, EVPL and EP-LAN, all employ the measured SLAs described above.

Service Level Agreements for EPL, EVPL, EP-LAN					
Mileage Band	0 < d ≤ 100 Miles	100 < d ≤ 250 Miles	250 < d ≤ 500 Miles	500 < d ≤ 1000 Miles	1000 < d ≤ 1500 Miles
Premier SLA					
Availability	99.95%	99.95%	99.95%	99.95%	99.95%
Delay (Round-Trip)	10 ms	20 ms	40 ms	60 ms	80 ms
Delay Variation	2 ms	2 ms	2 ms	2 ms	2 ms
Loss Ratio	0.05%	0.05%	0.05%	0.05%	0.05%
Express SLA					
Availability	99.9%	99.9%	99.9%	99.9%	99.9%
Delay (Round-Trip)	15 ms	30 ms	50 ms	80 ms	100 ms
Delay Variation	3 ms	3 ms	3 ms	3 ms	3 ms
Loss Ratio	0.1%	0.1%	0.1%	0.1%	0.1%
Standard SLA					
Availability	99.5%	99.5%	99.5%	99.5%	99.5%

The SPECTRUM Ethernet Advantages

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.

- ▶ Spectrum offers Metro Ethernet Forum (MEF) certified service to customers anywhere in the Continental United States.
- ▶ Ethernet is a standard and is used as the primary customer LAN technology. Spectrum Metro Ethernet extends the familiar capabilities of Ethernet LAN services to the Wide Area Network.
- ▶ Spectrum's Ethernet Service is provisioned on an IP/MPLS infrastructure.
- ▶ Spectrum Ethernet service is a Layer 2 offering so Quality of Service (QoS) is moved to the edge of the network where it is controlled by the customer. The Spectrum network preserves customer controlled QoS tags and passes Ethernet packets across our network from end-to-end without modifying the priority. The customer can connect their own Layer 3 routing equipment and then apply a private IP addressing scheme to enable L3 services using Ethernet L2 as transport.
- ▶ Spectrum's network passes all customer data traffic, including Internet, at the highest QoS known as "business class quality of service" where we encapsulate customer VLAN tags using Q-in-Q and deliver packets with QoS tags in the same order the data is received at the Ingress point (A location) from the customer. Spectrum keeps customer traffic in the Gold band and passes it across the network to the Egress point (Z location). The customer retains total control over prioritization of different types of network traffic passed across the Spectrum network.
- ▶ Spectrum does not charge for network management as an MPLS service provider would. Spectrum offers this service via our wholly owned and operated Metro Ethernet infrastructure which is made up of 10Gig Ethernet Rings which are designed across our DWDM and MPLS enabled core networks.
- ▶ Flexible bandwidth ranging from 5Mbps to 1Gbps (standard) and up to 10Gbps. (Individual Case Basis)
- ▶ Spectrum EPLAN network is a Multipoint-to-Multipoint configuration that allows the customer to build a tailor-made & fully meshed, high-speed network.
- ▶ Spectrum EP-LAN service provides full-duplex data transport and communication between customer locations in a more economic and efficient method, over a secure and private infrastructure.

SPECTRUM SERVICE PROPOSAL

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

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

Investment for Spectrum Services

LOCATION	SERVICE	TERM	QTY/ SVC. CAP	NRC	MRC
2900 Union Road, CA 93446	EPL	12	1 G	Included	\$785
3350 Educatino Drive, San Luis Obispo CA 94544	EPL	12	1 G	Included	\$785
2900 Union Road, CA 93446	EPL	36	1 G	Included	\$387.50
3350 Educatino Drive, San Luis Obispo CA 94544	EPL	36	1 G	Included	\$387.50
2900 Union Road, CA 93446	EPL	60	1 G	Included	\$375
3350 Educatino Drive, San Luis Obispo CA 94544	EPL	60	1 G	Included	\$375

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

Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, and including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

E-rate YR 22 (2019/2020) - Form 470 District Site Address List

District Name:	PASO ROBLES JOINT UNIF S DIST	Form 470#:	190006815
BEN:	143970	Application Nickname:	PasoRoblesUSD470FY2019C1

Entity #	Site Name	Address
107005	BAUER-SPECK ELEMENTARY SCHOOL	401 17TH ST PASO ROBLES, SAN LUIS OBISPO, CA 93446
107006	DANIEL E LEWIS MIDDLE SCHOOL	900 CRESTON RD PASO ROBLES, SAN LUIS OBISPO, CA 93446
107007	GEORGE FLAMSON MIDDLE SCHOOL	2405 SPRING STREET PASO ROBLES, SAN LUIS OBISPO, CA 93446
107008	GEORGIA BROWN ELEMENTARY SCH	525 36TH ST PASO ROBLES, SAN LUIS OBISPO, CA 93446
16065028	INDEPENDENCE HIGH	PO BOX 7010, 812 NIBLICK RD. PASO ROBLES, SAN LUIS OBISPO, CA 93446-4858
225420	KERMIT KING ELEMENTARY SCHOOL	700 SCHOOLHOUSE CIRCLE PASO ROBLES, CA 93446
107009	LIBERTY CONTINUATION HIGH SCH	810 NIBLICK RD PASO ROBLES, SAN LUIS OBISPO, CA 93446
107010	PASO ROBLES HIGH SCHOOL	801 NIBLICK RD PASO ROBLES, SAN LUIS OBISPO, CA 93446
16055574	PASO ROBLES INDEPENDENT STUDY CENTER	2900 UNION ROAD, PO BOX 7010 PASO ROBLES, CA 93446
16035097	PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT OFFICE	800 NIBLICK ROAD PASO ROBLES, SAN LUIS OBISPO, CA 93446
16035285	PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT TECHNOLOGY & TEACHERS CENTER	2900 UNION ROAD, PO BOX 7010 PASO ROBLES, SAN LUIS OBISPO, CA 93446
107011	PAT BUTLER SCHOOL	700 NICKLAUS ST PASO ROBLES, SAN LUIS OBISPO, CA 93446
107012	VIRGINIA PETERSON ELEM SCHOOL	2501 BEECHWOOD DR PASO ROBLES, SAN LUIS OBISPO, CA 93446
107013	WINIFRED PIFER ELEM SCHOOL	1350 CRESTON RD PASO ROBLES, SAN LUIS OBISPO, CA 93446

E-rate YR 22 (2019/2020) E-rate Requirements

District Name: PASO ROBLES JOINT UNIF S DIST

Form 470#: 190006815

BEN: 143970

AppNickname: PasoRoblesUSD470FY2019C1

E-rate Requirements

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 **[is/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.

Spectrum's contract 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.

2) **SERVICE PROVIDER REQUIREMENTS**

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

Spectrum understands and has been providing E-Rate services since 1998. Spectrum employs a team of specialists dedicated to the Government Subsidized Programs.

- 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 understands and has been providing E-Rate services since 1998. Spectrum employs a team of specialists dedicated to the Government Subsidized Programs.

- 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:

<http://www.usac.org/si/service-providers/step01/default.aspx>

Charter Communications Operating, LLC's 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's 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 see attached Green Light Status below:



Red Light Display System (RLDS)

Red Light Display System

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

[< FCC Site Map](#)

Logged in as FRN: Charter Communications Operating, LLC (0002526580) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

8/27/2018 3:41 PM

Current Status of FRN 0002526580

STATUS: Green

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

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 08/27/2018 at 6:33 AM; it is updated once each business day at about 7 a.m., ET.

143050436

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

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

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days, however, upon award, a more accurate estimation will be provided once a project team has been assigned. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

"Order Term" (or "Service Period") is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s). Spectrum understands.

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).

Monthly Recurring Charges will remain firm throughout the initial Service Period, subject to applicable taxes, fees, and surcharges.

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 acknowledges.

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.

Spectrum acknowledges 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 acknowledges and will comply.

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 USAC: <http://www.usac.org/sl/applicants/step06/invoice-check.aspx>

Spectrum 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: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

Spectrum adheres to the Lowest Corresponding Price (LCP) rule.

3) 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 acknowledges

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 to comply with all confidentiality laws and regulations as applicable to it as a Service Provider. 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.

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). 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 adheres to the Lowest Corresponding Price (LCP) rule.

d. This offer is in full compliance with USAC's 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. <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>

Spectrum represents that it complies with all laws and regulations as applicable to it as a Service Provider.

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.

4) STARTING SERVICES/ADVANCE INSTALLATION

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 2019 funding year (July 1, 2019 for Category 1 Services and April 1, 2019 for Category 2). 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.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the

Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days, however, upon award, a more accurate estimation will be provided once a project team has been assigned. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

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).

<http://www.usac.org/res/documents/about/pdf/fcc-orders/2002-fcc-orders/DA-02-3365.pdf>

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

Spectrum acknowledges.

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).

https://apps.fcc.gov/edocs_public/attachmatch/FCC-14-99A1.pdf

Spectrum is not bidding on Category 2 equipment or services.

5) 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 and certification 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. Standard School 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 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.

Spectrum acknowledges.

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.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATIONS

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.

Similar terms of service may be extended to additional state or governmental jurisdictions upon mutual written agreement between the parties. Spectrum will review each new future order for final acceptance and pricing will be determined on an Individual Case Basis based on Spectrum's current monthly service fees costs for construction, installation etc.

SPECTRUM ENTERPRISE ATTACHMENTS

Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for Ethernet Services:

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

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

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

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s

representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

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

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	Sum of the roundtrip delay measurements for a Service
	Total # of measurements for a Service

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%)	=	100 (%)	-	Frames Received
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VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter/Frame Delay Variation =	Sum of the Frame Delay Variation measurements for a Service
	Total # of measurements for a Service

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit

equal to the corresponding percentage of the monthly recurring charges for only the Affected Service as set forth in the table below.

Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time to Repair (MTTR)		Latency/Frame Delay (Roundtrip)	Jitter/Frame Delay Variation	Packet Loss/Frame Loss
30%	>4 hours ≤ 7:59:59 Hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum Enterprise Terms and Conditions

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