

Spectrum Business

Response to Request for Proposal for Newport-Mesa Unified School District Form 470 Application Number: 260006988

Presented To:
Asim Babovic
2985 Bear Street
Costa Mesa, CA 92626
ababovic@nmusd.us

Presented By:
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Charter Communications Operating, LLC SPIN: 143050436

Spectrum
BUSINESS®

January 22, 2026

Asim Babovic
Newport-Mesa Unified School District
2985 Bear St
Costa Mesa, CA 92626
ababovic@nmusd.us

Dear Asim:

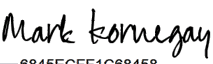
Spectrum Business¹ ("Spectrum") is pleased to submit the enclosed response to your Request for Proposal ("RFP") highlighting the benefits of adding network solutions to your existing services. Our response demonstrates Spectrum's ability to continue to provide network solutions that will keep Newport-Mesa Unified School District on the cutting edge.

As an existing Spectrum customer, Newport-Mesa Unified School District will continue to enjoy best-in-class services and be in a better position to seamlessly integrate new services into your telecommunications inventory.

Growing our partnership ensures Newport-Mesa Unified School District benefit from a strong telecommunications foundation and maximizes your ability to create new opportunities and drive innovation in your community. Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country, making us one of the top service providers within the E-Rate program.

Thank you for the opportunity to respond to your Request for Proposal ("RFP"). Mark Kim is leading Spectrum's effort. Please do not hesitate to contact Mark at 562-677-0311 or mark.kim@charter.com.

Sincerely,

Signed by:

6845ECFF1C68458...

Mark Kornegay
Group Vice President, Vertical Market Sales

¹ As of February 20, 2025, Spectrum Enterprise is known as Spectrum Business. Spectrum Business is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Newport-Mesa Unified School District ("Customer") or otherwise be sufficient to create a binding contract between Newport-Mesa Unified School District and Spectrum.

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

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

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

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

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

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

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT
SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP
ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Newport-Mesa Unified School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

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

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

Spectrum's Solution

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

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

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

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement.

Unsurpassed Expertise and Customer Support

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

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

- ▶ **Account Manager:** a dedicated, market expert who is available for consultation.
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your requirements.
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way.
- ▶ **Client Services:** your point of contact; responsible for providing you with accurate billing and consultation on future growth.
- ▶ **Spectrum Business Network Operations Center ("SBNOC") and Spectrum Business Technical Support ("SBTS"):** 24/7 facilities that work together to continuously monitor the network and provide a resource for technical support.

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

To support E-Rate program participation, Spectrum:

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

Continuity Plan

As your incumbent provider, Spectrum has developed this proposal based on our experience and understanding of your requirements. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the provision of services under the E-Rate program. Spectrum's objective is to maintain our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. With that focus we have developed our response to the RFP, and Spectrum is excited to have the opportunity to expand our relationship with Newport-Mesa Unified School District.

Special Construction

Spectrum supports E-Rate applicants who seek special construction funding for the upfront, non-recurring installation charges for the deployment of new or upgraded services and equipment. Spectrum has over 20 years of E-Rate experience and is one of the largest telecommunications providers in the nation who designs, procures and implements large complex infrastructure projects. Applicants seeking additional E-Rate discounts to match state funding for special construction must submit information with their FCC Form 471 filing that USAC will use to determine eligibility.

<https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-special-construction/>.

IMPLEMENTATION PLAN

Upon award of the project, Spectrum will meet with Customer's 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. A project work schedule will be jointly prepared with Customer, identifying key project milestones.

Sample Implementation Timeline

Description	Resource	Result	Time Duration
Project Initiation	Internal	Project released to Spectrum's Service Delivery team. Project manager makes contact with Customer	1 week
Project Initiation	Internal	Internal kickoff design 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, equipment deployment, provisioning, risk mitigation, test and turn-up for sites that become ready	4 weeks
Project Closure	Internal / External	Test and turn-up documents delivered to Customer, SBNOC enrollment for monitoring	1 week

Spectrum's project implementation plan is to be used as an estimate only. Milestones are projected dates. Actual dates and time frames may vary due to, but not limited to, inclement weather.

The team that will be assigned to this project is experienced in designing, implementing and maintaining large scale networks. We have project managers in-house who will be dedicated to this project and who will be the point of contact for the entire project life cycle. Our project managers understand the importance of deadlines and customer expectations.

Spectrum operates with a team concept so that cross-checking of work outputs and resource backup is always in place, and more than one individual understands each

process from beginning to end. Qualified personnel with depth of knowledge in the same processes and procedures used in this project are accessible in the event an assigned team member becomes unavailable.

Upon completion of the construction, the project will be handed off to a local network technician who will install the Spectrum provided and owned Cisco or comparable switch(es), as applicable, at Customer's site. The network technician will work with the SBNOC to verify connectivity and to provision the correct bandwidth. Once installation and testing are complete, Customer will be notified that the Service is available for use.

SPECTRUM SERVICE PROPOSAL

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

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

Investment for Spectrum Services

Service Location	A or Z Loc	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRR	OTC
Option 1							
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2850 Club House Rd, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1900 Port Seabourne Way, Newport Beach, CA 92660	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
3232 California St, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2380 Notre Dame Rd, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1050 Arlington Dr, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00

2627 Vista Del Oro, Newport Beach, CA 92660	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
900 Goldenrod Ave, Corona Del Mar, CA 92625	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2130 Santa Ana Ave, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
3155 Killybrooke Ln, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
3101 Pacific View Dr, Corona Del Mar, CA 92625	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2100 Mariners Dr, Newport Beach, CA 92660	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1327 W Balboa Blvd, Newport Beach, CA 92661	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
6655 Ridge Park Rd, Newport Beach, CA 92657	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
300 E 15th St, Newport Beach, CA 92663	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00

2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1060 Paularino Ave, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2051 Pomona Ave, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
661 Hamilton St, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
966 Sonora Rd, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1025 Victoria St, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1800 Whittier Ave, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
801 W Wilson St, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2025 Garden Ln, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2000 Cliff Dr, Newport Beach, CA 92663	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00

2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
3224 California St, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2101 Eastbluff Dr, Newport Beach, CA 92660	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2650 Fairview Rd, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
390 Monte Vista Ave, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2990 Mesa Verde Dr E, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2323 Placentia Ave, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
600 Irvine Ave, Newport Beach, CA 92663	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
425 E 18th St, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
220 23rd St, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00

2352 Canyon Dr, Costa Mesa, CA 92627	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
1001 Presidio Sq, Costa Mesa, CA 92626	Z	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00
Option 2							
2985 Bear St, Costa Mesa, CA 92626	A	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2850 Club House Rd, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1900 Port Seabourne Way, Newport Beach, CA 92660	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
3232 California St, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2380 Notre Dame Rd, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1050 Arlington Dr, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2627 Vista Del Oro, Newport Beach, CA 92660	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
900 Goldenrod Ave, Corona Del Mar, CA 92625	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2130 Santa Ana Ave, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
3155 Killybrooke Ln, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
3101 Pacific View Dr, Corona Del Mar, CA 92625	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00

2100 Mariners Dr, Newport Beach, CA 92660	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1327 W Balboa Blvd, Newport Beach, CA 92661	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
6655 Ridge Park Rd, Newport Beach, CA 92657	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
300 E 15th St, Newport Beach, CA 92663	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1060 Paularino Ave, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2051 Pomona Ave, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
661 Hamilton St, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
966 Sonora Rd, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1025 Victoria St, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1800 Whittier Ave, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
801 W Wilson St, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2025 Garden Ln, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2000 Cliff Dr, Newport Beach, CA 92663	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
3224 California St, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2101 Eastbluff Dr, Newport Beach, CA 92660	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00

2650 Fairview Rd, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
390 Monte Vista Ave, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2990 Mesa Verde Dr E, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2323 Placentia Ave, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
600 Irvine Ave, Newport Beach, CA 92663	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
425 E 18th St, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
220 23rd St, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
2352 Canyon Dr, Costa Mesa, CA 92627	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00
1001 Presidio Sq, Costa Mesa, CA 92626	Z	Ethernet EPLAN	10 Gbps	60	1	\$651.00	\$0.00

The above pricing is inclusive of all Services and Service Location(s) shown within each option above (i.e., all-in pricing). For purposes of clarity, Customer may select any one of the options outlined above so long as Customer selects all Service Locations and all Services within such option. Any other pricing requests will require further financial review and approval in order to provide revised pricing.

EPL pricing is for each end point (an A and a Z Location) or a "per uni" basis. Functionality of an EPL solution will require both an "A" and a "Z" location.

The 20664507-109 26 NMUSD Pricing Table shall be deemed part of and incorporated into Spectrum's bid response, and is subject to Spectrum's terms, conditions, qualifications and exceptions stated herein.

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

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

E-Rate Funding Contingency

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

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

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

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

Upgrade Path

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

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired

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

California Teleconnect Funding Contingency

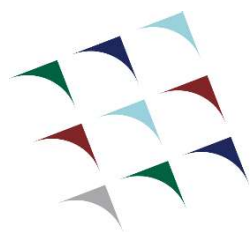
Customer's Service Order shall incorporate the following clause as it relates to funding:

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

Contract Extension

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

SPECTRUM'S RESPONSE TO NEWPORT-MESA UNIFIED SCHOOL DISTRICT



Newport-Mesa
Unified School District

E-RATE YEAR 29 (2026/2027)

REQUEST FOR PROPOSAL (RFP)
109-26

WIDE AREA NETWORK (WAN) SERVICE

PROPOSAL DEADLINE DATE:
January 22, 2026
By 4:00 p.m.

PROCUREMENT TIMELINE	
FCC Form 470 Number	#260006988
RFP ISSUED AND POSTED	December 3, 2025
Contact e-mail	jgeiszler@nmusd.us
DEADLINE FOR QUESTIONS*	January 2, 2026, 4:00 P.M. PST
DISTRICT POST Q&A	January 7, 2026
PROPOSALS DEADLINE	January 22, 2026, at 4:00 P.M. PST

*Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Questions. See Section III for additional details.

I. OVERVIEW

To reach the goal of sufficient broadband access for enhanced K-12 learning and improved school operations, NEWPORT MESA UNIFIED SCHOOL DISTRICT (NMUSD) is requesting the following leased lit fiber requirements such that it can meet targets specific to connectivity and support. The intent is to achieve an industry-standard based infrastructure, which will enhance educational and administrative activities at all sites with the flexibility and support for future needs and activities. The leased lit fiber will provide dedicated connections wide area network (WAN) services. It is expected that the service provider will deliver any required equipment, configure and install the equipment at NMUSD'S location, and maintain the District's wide area network (WAN) services end to end.

The current NMUSD Network Operations Center (NOC) is located at the NMUSD Administrative Offices, 2985 Bear St., Costa Mesa, CA 92626. NMUSD has more than 19,000 students, 3,200 personnel and 32 instructional campuses made up of 22 Elementary Schools (ES), 2 Intermediate Schools (IS), 4 High Schools (HS), 4 Alternative Educational Schools, 4 Operational sites for a total of 36 sites. Currently, each site has a 10 GB Ethernet link for WAN connectivity.

Newport Mesa Unified School District (NMUSD), hereafter referred to as Applicant, is requesting proposals for leased lit fiber (without Internet access) for delivery of wide area network (WAN) services to the district.

Acknowledged.

II. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) 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 Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of the discount is based on the numbers of students eligible to receive 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 Agreement(s) and/or E-rate funding approval is approved, the Applicant 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 Applicant.

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. Once the parties sign a Service Order for services at Service Locations, Customer shall not be entitled to remove locations from the Service Order without incurring a Termination Charge, as may be set forth in the Agreement between the parties.

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

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 Applicant 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 rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

Spectrum complies with all applicable USAC rules and regulations related to its performance obligations under the Agreement.

- b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). 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's SPIN is 143050436.

- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal 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 proposal is submitted. Any potential Service Provider 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 termination of the Agreement 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

Spectrum is in good standing with the FCC and USAC. Please review Spectrum's proof of green-light status with the FCC below:



e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2026.

Once installation and testing are complete, Customer will be notified that the Service is available for use. Commencement of billing shall be governed by Section 3 of the Agreement, which defines the Billing Start Date as the date the Services are functional in all material respects and available for use by the Customer.

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 Agreement and USAC-approved extensions).

The MRCs shall remain firm throughout the Initial Order Term of the Service Order, exclusive of taxes, fees and surcharges. The MRC and OTC does not include applicable taxes, surcharges and fees. Additionally, pricing for any optional upgrade paths will be in accordance with that provided in the Service Order.

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

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

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 USAC guidelines.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Spectrum does not specify whether services are "eligible" or "non-eligible" because eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the SLD of USAC.

h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

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

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.

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

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

Under the SPI method, Spectrum will provide Customer with a monthly invoice prior to submission of the SPI invoice to USAC. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP").

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

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be

disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain>.

Spectrum complies with all FCC rules and all applicable laws, ordinances, rules and regulations related to its performance obligations under the Agreement.

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

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

Acknowledged.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

Spectrum is not a manufacturer of the equipment that will be used to deliver the Services therefore tariffs are not applicable to Spectrum's proposal. Spectrum Equipment shall be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/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.

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

Acknowledged.

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing

Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility, and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments, or funding recoveries.

Spectrum complies with all FCC Lowest Corresponding Price (LCP) rules and all applicable laws, ordinances, rules and regulations related to its performance obligations under the Agreement.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

Spectrum complies with all applicable state and federal laws related to its performance obligations under the Agreement. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

- a. 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.

Acknowledged.

4) 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 Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2026 funding year (July 1, 2026). 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 service activation date for USAC funding. However, due to time constraints which

are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

Once installation and testing are complete, Customer will be notified that the Service is available for use. Commencement of billing shall be governed by Section 3 of the Agreement, which defines the Billing Start Date as the date the Services are functional in all material respects and available for use by the Customer.

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/ Category 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/>

Acknowledged.

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after*

April 1, three months prior to the start of the 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.

- *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 Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#)), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

Acknowledged.

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 FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

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

In addition, please review the E-Rate Funding Contingency clause above.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

Acknowledged.

c. 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 Applicant will only be responsible for paying its non-discounted share.

Acknowledged.

6) FCC/USAC AUDITS

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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider 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.

Spectrum acknowledges, subject to the following limitations: Any request for audit or review of such documents, books and records shall be consistent with applicable laws, and shall be limited to not more than one request per year. The Customer's audit rights shall be limited to documents, books and records pertaining to Services provided to the Customer, and not with respect to other customers. Any such audits rights shall be limited to documents, books and records, and shall not include Spectrum staff interviews. Such audits shall be limited to Spectrum's operations only. Spectrum's confidential financial information, books, records and accounts shall not be made available for audit. Spectrum may require the Customer's auditors to sign a reasonable non-disclosure agreement. All audits shall be at the Customer's expense.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant'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 Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Spectrum will endeavor to provide additional Services and/or new Services at existing Service Locations (or new service locations) as requested during the Order Term. Pricing for additional Services and/or new Services at existing Service Locations (or new service locations) will be determined upon Spectrum's receipt of site information, evaluation of the requested services, performance of surveys, and other information that may be

required. Any such additional or new Service(s) may be coterminous with the Order Term of the existing Services, provided that Customer may be required to pay all construction, installation, and third-party costs. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Additional Services and/or new service locations may not be eligible for E-Rate Program funding.

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions). THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

Spectrum's proposal is for the provision of Services and not for the sale of equipment; therefore, tariffs are not applicable to Spectrum's proposal. Spectrum equipment shall be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

Since Spectrum is not a manufacturer of the equipment used to deliver the Services and Spectrum is not selling equipment, Spectrum cannot warrant that the equipment is free from defects or provide any other equipment-related warranties. Any warranties provided by Spectrum with respect to the Services are as set forth in the Agreement. If the Services are not functioning properly, then Spectrum is obligated to fix such problem (which may include replacement of Spectrum Equipment). Additionally, non-performance of Service is governed by Spectrum's applicable SLA(s).

9) CTF Requirements

In addition, the managed broadband Internet services must also be eligible for and receive, the applicable discounts funded through the California Teleconnect Fund (CTF), which is administered by the California Public Utilities Commission (CPUC). In accordance with CPUC, resolution T-16763, all E-Rate program discounts must be posted via the Service Provider Invoice Form 474. The District will not file a Billed Entity Applicant Reimbursement (Form 472) for applicable E-Rate discounts. NMUSD will require that the awarded service provider ensure that all the components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

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.*

Signed by:
Signature: Mark Komegay **Title:** Group Vice President, Vertical Market Sales

Phone Number: 562-677-0311 **Email:** mark.kim@charter.com

Service Provider Name: Charter Communications Operating, LLC

By: Charter Communications, Inc., its Manager

Service Provider FCC Registration Number: 002526580

Service Provider Identification Number: 143050436

*Spectrum's acceptance of this document is subject to the qualifications taken herein.

III. PROPOSAL CONDITIONS

1. Definitions:

- a. As used herein, "RFP" means this Request for Proposal, RFP 109-26.
- b. As used herein, "District" or "NMUSD" means the Newport Mesa Unified School District.
- c. As used herein, "Offeror" means the Firm or Contractor submitting a Proposal.
- d. As used herein, "Offer" means the Proposal.
- e. As used herein, "Contract" means an associated Agreement with the District.
- f. As used herein, "Contractor

Acknowledged.

2. Explanations to Offerors:

If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request for such explanation. Requests should be made via the project page on the District's PlanetBids web portal. Responses will be posted for all offerors to view via the PlanetBids project page.

If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the District in writing.

Acknowledged.

3. Amendments

Offerors are advised that the District reserves the right to amend this RFP at any time, prior to the RFP closing date. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date. All addendums will be posted on the District's PlanetBids Web Portal.

Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by the following means:

Include Signed Addenda with Firm Proposal/Offer Form

Failure to acknowledge in writing the receipt of any amendments may result in proposal rejection.

Acknowledged.

4. Validity Of Firm Proposal/Offer

Each proposal/offer must be a firm irrevocable offer and remain open and valid for sixty (60) days after RFP closing date.

Acknowledged.

5. Modification Or Withdrawal Of Proposal

An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

Acknowledged.

6. Late Proposals

No proposal or proposal modification received after the due date deadline will be considered.

Acknowledged.

7. Incurred Costs

The District is not obligated to pay any costs incurred by Offeror in the preparation of a Proposal in response to this RFP. Offeror agrees that all costs incurred in developing a Proposal are the Offeror's responsibility.

Acknowledged.

8. Protests After Award

Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and

submitted to the Director, Purchasing and Warehouse.

Acknowledged.

IV. EVALUATION CRITERIA

It is the intent of the District to award this RFP based on the Best Overall Value to the District and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the NMUSD all such information, and data requested by the NMUSD to help in determining the Proposer's qualifications and responsibility. NMUSD reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

All prospective Proposers are advised no contract will be created between the District and a prospective Proposer simply by virtue of said Proposer's submission of the lowest responsible proposal, or submission of the lowest-priced proposal. The District expressly retains its authority and ability to select and/or reject all proposals. The District shall evaluate and consider all proposals based on a combination of factors, including price and other factors in determining which proposal provides the best overall value to the District. The District must consider any of the following in determining to whom to award a contract. Proposals will be evaluated based on the following categories:

% Weight	Criteria
25%	E-rate eligible recurring and one-time circuit costs ¹
5%	E-rate ineligible recurring or one-time costs ⁶
15%	The estimated delivery date of service (timeline is of the essence)
15%	Provider references ⁷
15%	Ability to support requirements of this RFP ³
15%	Service reliability and dedicated infrastructure ⁵
5%	Proposed contract terms and conditions ⁴
5%	Complete bid submission ²

Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
3. Ability to support requirements of this RFP: proposed solution clearly meets the Applicant's requirements and needs
4. Proposed contract terms and conditions: the Proposed contract has flexibility and terms desired by Applicant
5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
7. Provider references: response included K12 references that were similar in size and scope

Acknowledged.

V. SCOPE OF WORK

Section 1: Background

Newport Mesa Unified School District (NMUSD), hereafter referred to as Applicant, is requesting proposals for leased lit fiber (without Internet access) for delivery of wide area network (WAN) services to the district. Service is preferred to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed in the attached Table 1 – NMUSD Locations sheet. The new service is planned to begin on July 1, 2026, which represents the expiration of the current WAN service.

Acknowledged. Spectrum is the incumbent provider for certain Services at certain Service Locations included in Spectrum's bid response so installation and construction activities related to such existing Services and Service Locations should not be applicable to Spectrum's proposal. However, for new locations not currently receiving Spectrum's Services or existing locations changing their current Services, so long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall

endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

Please review the Service Proposal section of Spectrum's response for additional information.

Section 2: Service Requests

1. The applicant is seeking bids for a fully managed WAN solution. Leased Lit Fiber (without Internet Access) is the E-rate Category 1 service option to choose when bidding point-to-point wide area network (WAN) connections. WAN connections are point-to-point fiber connections that connect individual instructional/non-instructional facilities in the same school district. See Section 3 for solution requirements.

Acknowledged.

2. Network Design and Construction Routes

- a. The applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. In accordance with E-rate guidelines, the applicant has rated the cost of service as the highest weighted factor in its decision criteria.

Acknowledged.

- b. Due to current and future bandwidth needs, respondents are encouraged to provide a dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers.

Please see the attached network diagram below in the Appendix.

- c. Respondents should clearly illustrate the proposed network design and

construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting the rationale for chosen build route(s).

Please see the attached network diagram below in the Appendix.

- d. The applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

Acknowledged.

3. Special Construction

- a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement has changed starting the funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

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

- b. Special construction charges eligible for Category One support consist of three components:

- i. construction of network facilities

Acknowledged.

- ii. design and engineering

Acknowledged.

- iii. project management

Acknowledged.

- c. Special Construction Payment Plan Option

- i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (the portion of costs that are the responsibility of the applicant) to be paid in equal

monthly installments over five (5) years from Funding Year 2026 to Funding Year 2031 inclusive. Responses must include agreement or non-agreement of this request.

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

- d. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

Spectrum is the incumbent provider. Not applicable to spectrum's response.

- ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, the Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

Not applicable to spectrum's response.

Section 3: Solution Specifications

- 1. Wide Area Network
 - a. Applicant must offer dedicated symmetrical transport bandwidth of 10 Gbps, 40 Gbps and 100 Gbps between the designated endpoints in Circuit ID Information sheet.

Spectrum is bidding on 10G Point-to-Point (EPLs) only based on answers provided by the District on 1/7/2026.

- b. If multiple interfaces terminating to the same termination point for bonding is required, service carrier must be able to provide interface bonding or bundling of multiple interfaces into one virtual interface without the need for route load balancing or internal dynamic routing

Spectrum is bidding on 10G Point-to-Points only based on answers provided by the District on 1/7/2026 thus interface bonding such as Link Aggregation is not required.

- c. The solution must be scalable to 100 Gbps.

Spectrum's fiber network and on-premise equipment can scale to 100G+, but for this bid, Spectrum is only bidding on 10G Point-to-Point (EPLs) only.

- d. The contract option requested is for 60-month terms of service.

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

- e. Each respondent is required to complete the attached Table 2 - Pricing sheet with this RFP.

- i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.

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

- ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.

Acknowledged.

- iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

The MRC will remain firm throughout the Order Term of the Service Order exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase the MRCs for each Service only after the expiration of the Order Term for such Service upon thirty (30) days' prior notice to Customer.

- f. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

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

The MRCs and OTCs are exclusive of taxes, fees and surcharges. Customer shall pay all applicable taxes, fees, and surcharges imposed on or in connection with the Services that are the subject of the Agreement. If Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of its tax exemption certificate or other documentation supporting Customer's certification of entitlement to such exempt status within fifteen (15) days of installation of applicable Services.

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

- g. If a bandwidth upgrade is requested mid-contract, the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 60-month contract, then 40 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

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

- h. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Spectrum's Ethernet SLA's meet or exceed (improve upon) posted SLA requirements of Section 4 of the RFP.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.9% network

availability of each circuit.

Acknowledged.

- b. .25% frame/packet loss commitment

Acknowledged.

- c. 25ms round trip network latency commitment

Acknowledged.

- d. 10ms network jitter commitment

Acknowledged.

- e. There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason

In offering Ethernet service, Spectrum does not block, slow down, or discriminate against lawful internet content, nor does Spectrum engage in unlawful paid prioritization.

- f. The vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

Acknowledged.

- 2. Network operations center: Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor-provided services.

Spectrum's SLA(s) shall apply to the technical specifications, response times, credits, outages, and requirements of the provision of Services and shall supersede and replace all SLA(s) outlined in this RFP. Please refer to Spectrum's applicable Service SLA(s) included with Spectrum's proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

Spectrum has two organizations that work together to monitor planned change maintenance, alarms and other network conditions and address issues which may impact your services and overall network availability. The Spectrum Business Network Operations Center ("SBNOC") monitors the network that delivers your services. Spectrum Business Technical Support ("SBTS") is available to work through technical issues that you report and will also notify your identified technical contact via email if there is a network event.

Spectrum understands that our customers need a partner to help manage day-to-day network operations with speed and efficiency so they can focus on growing their businesses. Spectrum is that partner.

Service issues can be easily reported via email, phone or SpectrumEnterprise.net, Spectrum's customer-facing service portal. SBTS provides an escalation contact list to our customers and service partners to

ensure that appropriate resources are engaged and that the underlying service issue is resolved in the shortest possible time.

With Spectrum's SBNOC and SBTS organizations, Customers will receive the following support:

Technical Expertise from highly trained technicians with advanced technical expertise in network configuration, maintenance and network troubleshooting.

Network Monitoring from experienced technicians who monitor the status of our network for service-impacting issues and performance across the network.

Direct Access to Technicians who remain in contact with you and assume responsibility until any open issues are resolved. The technical support specialist will initiate a trouble ticket to track your issue through resolution.

Rapid Response from experienced technicians. All customer calls are answered by technical support specialists and processed through a support system to optimize incident response and resolution.

3. **Trouble reporting and response:** Upon interruption, degradation or loss of service, the Customer may contact Vendor by the defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

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

4. **Escalation:** In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.

Acknowledged.

5. **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

Spectrum's Service Level Agreement(s) ("SLAs") shall apply and shall supersede and replace the SLAs outlined in this RFP, if applicable. Please

review the applicable SLA(s) included with this proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation, and resolution plan will be provided to the district.

Acknowledged.

7. Measurement: Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

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

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

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

9. **Link performance per segment:** The service will maintain the proposed link performance throughout the term of the contract.

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

10. **Historical uptime:** Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Applicant.

Historical service availability times are confidential. However, please review Spectrum's applicable SLA(s) included with Spectrum's proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

Section 5: General Terms for All Proposals.

2. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**

Acknowledged.

3. **Description of Proposal**

- a. **All sites must be included in the bid. Failure to include all sites in a bid option could be considered a ground for disqualification.**

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

- b. **The respondent will provide a description of their proposal for all services and solutions.**

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

- c. **The description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).**

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

4. Reselling and subcontracting

- a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.

In the event a subcontractor is used in the performance of the Services, Spectrum is responsible for all subcontractor work and obligations, and will contract directly with the subcontractor. However, Spectrum does not request consent from its customers to use specific contractors, or require that its subcontractors be bound by agreements with Spectrum's customers. Spectrum also does not provide its customers with copies of Spectrum's agreements with Spectrum's contractors, since those agreements may be covered by confidentiality obligations. Spectrum is responsible for paying its subcontractors in accordance with the agreement between Spectrum and the applicable subcontractor. In the event Customer should have a reasonable cause for concern regarding the use of a specific contractor by Spectrum, Spectrum and Customer shall discuss in an effort to come to a mutually agreeable resolution.

- b. If at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change the scope of proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.

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

5. Timeline

- a. For each response, respondents must include a timeline for bringing all sites online.

Upon award of the project, Spectrum will meet with Customer's 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. A project work schedule will be jointly prepared with Customer, identifying key project milestones.

- b. Proposals requiring little to no special construction should be able to bring all

sites online by the July 1 start of the funding year.

Spectrum is the incumbent provider for certain Services at certain Service Locations included in Spectrum's bid response so installation and construction activities related to such existing Services and Service Locations should not be applicable to Spectrum's proposal. However, for new locations not currently receiving Spectrum's Services or existing locations changing their current Services, so long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

- c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

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

6. Demarcation

- a. All solutions must terminate service or infrastructure in the demarcation point or main distribution frame as defined by each address specified in the Circuit ID Information sheet.

Spectrum's obligation is to provide Services to the Customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point ("Demarcation Point") which is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location.

Additional charges may be applicable to extend facilities to the Demarcation Point for any sites identified as a Type II Service Location.

- b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.

Acknowledged.

- c. The respondent must specify specific demarcation setup included in base fees, e.g., wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

Acknowledged.

7. Network Diagram

- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

Please see the attached network diagram in the appendix below.

- b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between the hub site and each endpoint.

- i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.

Acknowledged.

8. References

- a. For each response, the respondent must provide 3 references from current or recent K-12 customers with projects preferably equivalent to the size of the Applicant.

Acknowledged.

9. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide the Applicant with any information being requested as part of the PIA review.

Yes

- b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

Yes

- c. For all responses that include special construction, the respondent agrees to, by submitting its RFP; produce all construction labor, construction materials and other cost information requested during PIA review.

Yes

- d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

Upon award, Spectrum will endeavor to respond to an inquiry within the requested time period.

10. Required Notice to Proceed and Funding Availability

- a. The applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.

Acknowledged.

- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.

Acknowledged.

- c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Acknowledged.

VI. PROPOSAL PREPERATION

- a. COVER LETTER – Stating 1) the validity of the firm and irrevocable proposal/offer being valid for sixty days after RFP closing date, 2) work will be completed on or before the Districts required completion date (if work is to be completed prior to Districts requirement, it must state so in the letter), and 3) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Offeror and reference this RFP 109-26 and accept its terms and conditions or clearly and conspicuously indicate any exceptions.

Please see the Cover Letter located on page 2.

- b. DESCRIPTION OF FIRM, K12 EXPERIENCE, AND E-RATE EXPERIENCE - This section should provide a brief description of the firm and statement of interest and qualifications for providing the requested equipment and services, include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District. The firm should list and describe the firm's professional relationships involving the K12 Districts for the last five years, together with a statement explaining why such

relationships do not constitute a conflict of interest relative to perform the proposed services.

Please review our Executive Summary provided on page 6.

- c. **E-RATE ELIGIBLE COSTS:** Provide the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.

Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the Schools and Libraries Division of USAC.

Spectrum does not offer any "owning" or "leasing" options for the equipment used to provide its data transmission services. Spectrum's solution is provisioned as a Spectrum owned-and-operated service. Spectrum retains ownership of all Spectrum-provided equipment (except as specifically provided otherwise in the Agreement).

- d. **ABILITY TO SUPPORT REQUIREMENTS OF THIS RFP:** Explain the proposed solution and how it clearly meets the Applicant's requirements and needs.

Please see the attached Product Brief under the Appendix below.

- e. **PROPOSED CONTRACT TERMS AND CONDITIONS:** Provide a copy of the Proposed contract has flexibility and terms desired by Applicant.

Please see the attached Sample Contract below.

- f. **SERVICE RELIABILITY AND DEDICATED INFRASTRUCTURE:** Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.

Please see the attached network diagram in the appendix below.

- g. **E-RATE INELIGIBLE COSTS:** Describe any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.

Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the Schools and Libraries Division of USAC.

- h. **COST:** Complete Table 2 – Pricing sheet and Table 3 – Special Construction sheet.

Acknowledged.

- i. REFERENCES: Response included K12 references that were similar in size and scope Complete Attachment A.

Acknowledged.

VII. SUBMISSION INSTRUCTIONS

Please submit one electronic copy via the project page on the District's PlanetBids web portal located <https://vendors.planetbids.com/portal/46422/portal-home>. Proposals shall be submitted by no later than January 22, 2026, at 4:00 P.M. PST.

Acknowledged.

Hard copy paper, e-mail or facsimile proposals will not be accepted.

These projects and services depend on partial funding from the E-rate program.

Acknowledged.

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures.

Acknowledged.

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.

Acknowledged.

The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the DISTRICT will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

Any errors or omissions in Spectrum's response due to errors or omissions in the RFP shall not be the responsibility of Spectrum. Spectrum reserves the right to revise its response in the event of any errors or omissions in the RFP.

The DISTRICT requests that Offerors provide a best and final offer.

Acknowledged.

The DISTRICT may request a meeting with the Offerors' representative to request answers and clarifications, or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.

Acknowledged.

The DISTRICT may reject any or all proposals and may waive informalities and minor irregularities in proposals received.

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.

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.

To the extent not prohibited by applicable law, Spectrum requests that any documentation provided by Spectrum remain the property of Spectrum. Spectrum agrees to comply with all open records and confidentiality laws as applicable.

Attachment A: References

Please provide a least three (3), preferably K12, references of projects of similar size and scope. To be a qualified Proposer, the vendor must include below three references with similar systems or equipment installed. Include a separate sheet(s) containing supporting documentation regarding reference projects if available.

Name of Service Provider: Charter Communications Operating, LLC

REFERENCE #1	
Organization Name	Long Beach Unified School District
Contact Person(s)	Jack Kelanic, CTO
Address	1515 Hughes Way, Long Beach, CA 90810
Telephone	(562) 997-8605
Project Dates	7/1/2025 – 6/30/2028
Brief Description (Attach detail)	Fiber Ethernet Private LAN (EPLAN) 1Gb-5Gb, 96 sites

REFERENCE #2	
Organization Name	William S Hart Union High School District
Contact Person(s)	Jordan Meraz, Director of Technology
Address	21380 Centre Pointe Pkwy, Santa Clarita, CA 91350
Telephone	(661) 259-0033
Project Dates	7/1/2023 – 6/30/2026
Brief Description (Attach detail)	Fiber Ethernet Private Line (EPL) 10Gb, 19 sites and Dedicated Fiber Internet (DFI) 20Gb

REFERENCE #3	
Organization Name	Pleasant Valley School District
Contact Person(s)	Devin Holzer, Executive Director of Technology and Operations
Address	600 Temple Ave, Camarillo, CA 93010
Telephone	(805) 389-2110
Project Dates	7/1/2022-6/30/2027
Brief Description (Attach detail)	Ethernet Private Line 10Gb (13 sites)

Table 1 – NMUSD Locations sheet

#	Function	Site Name	Address	City	State	Zip Code	Current Bandwidth	Demarcation Point	Additional Notes
1	Hub Site	Newport-Mesa Unified School District - Office	2985 Bear Street	Costa Mesa	CA	92626	10GB	District Office	NOC TIS Department
2	School/District Site	Adams Elementary School	2850 Club House Road	Costa Mesa	CA	92626	10GB	Telephone room	MDF is in the phone room next to nurse office
3	School/District Site	Andersen Elementary School	1900 Port Seabourne Way	Newport Beach	CA	92660	10GB	Main Office Building	MDF in front office
4	School/District Site	California Elementary School	3232 California St	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
5	School/District Site	College Park Elementary School	2380 Notre Dame Rd	Costa Mesa	CA	92626	10GB	Electrical room	MDF next to room 3
6	School/District Site	Davis Elementary School	1050 Arlington Dr	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
7	School/District Site	Eastbluff Elementary School	2627 Vista del Oro	Newport Beach	CA	92660	10GB	Main Office Building	MDF in front office
8	School/District Site	Harbor View Elementary School	900 Goldenrod Ave	Corona Del Mar	CA	92625	10GB	Main Building / Stage	MDF is across from the main office on the stage
9	School/District Site	Kaiser Elementary School	2130 Santa Ana Ave	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
10	School/District Site	Killybrooke Elementary School	3155 Killybrooke Ln	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
11	School/District Site	Lincoln Elementary School	3101 Pacific View Dr	Corona Del Mar	CA	92625	10GB	Main Office Building	MDF in front office
12	School/District Site	Mariners Elementary School	2100 Mariners Dr	Newport Beach	CA	92660	10GB	Main Office Building	MDF in custodian office

13	School/District Site	Newport Elementary School	1327 W Balboa Blvd	Newport Beach	CA	92660	10GB	Main Office Building	MDF in work room
14	School/District Site	Newport Coast Elementary School	6655 Ridge Park Rd	Newport Beach	CA	92657	10GB	Main Office Building	MDF in front office
15	School/District Site	Newport Heights Elementary School	300 E. 15th St	Newport Beach	CA	92663	10GB	Main Office Building	MDF in front office
16	School/District Site	Paularino Elementary School	1060 Paularino Ave	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
17	School/District Site	Pomona Elementary School	2051 Pomona Ave	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
18	School/District Site	Rea Elementary School / BESST Center	661 Hamilton St	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
19	School/District Site	Sonora Elementary School	966 Sonora Rd	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
20	School/District Site	Victoria Elementary School	1025 Victoria St	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
21	School/District Site	Whittier Elementary School	1800 Whittier Ave	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
22	School/District Site	Wilson Elementary School	801 W Wilson St	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
23	School/District Site	Woodland Elementary School	2025 Garden Lane	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
24	School/District Site	Ensign Intermediate School	2000 Cliff Dr	Newport Beach	CA	92663	10GB	Main Office Building	MDF in front office
25	School/District Site	TeWinkle Middle School	3224 California St	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
26	School/District Site	Corona del Mar High School	2101 Eastbluff Dr	Newport Beach	CA	92660	10GB	Main Office Building	MDF in front office
27	School/District Site	Costa Mesa High School	2650 Fairview Rd	Costa Mesa	CA	92626	10GB	Electrical room	MDF in Load Center 6

									electrical room
28	School/District Site	Back Bay High School	390 Monte Vista Ave	Costa Mesa	CA	92627	10GB	Room A1	MDF in electrical room next to room A1
29	School/District Site	Early College HS	2990 Mesa Verde Dr	Costa Mesa	CA	92626	10GB	Electrical room	MDF next to admin office
30	School/District Site	Estancia High School	2323 Placentia Ave	Costa Mesa	CA	92627	10GB	Telecom room	MDF in telecom room
31	School/District Site	Newport Harbor High School	600 Irvine Avenue	Newport Beach	CA	92663	10GB	Telecom room	MDF in telecom room
32	School/District Site	Harper Pre School <i>(not E-Rate eligible)</i>	425 E 18th St	Costa Mesa	CA	92627	10GB	Electrical room	MDF is behind room 12
33	School/District Site	Lindbergh <i>(not E-Rate eligible)</i>	220 23rd St	Costa Mesa	CA	92627	10GB	Building B	MDF in building B
34	School/District Site	Parsons <i>(not E-Rate eligible)</i>	2352 Canyon Dr	Costa Mesa	CA	92627	10GB	1 st Floor Main Office	IDF Room
35	School/District Site	Presidio	1001 Presidio Square	Costa Mesa	CA	92626	10GB	1 st Floor	MPOE at Presidio

APPENDIX

- **Ethernet Product Brief**
- **Ethernet Service Level Agreement**
- **Sample Contract**
- **Network Diagram**

Ethernet Services



Accelerate performance with a secure, reliable, private network

Organizations are modernizing their networks with new technologies, deploying cloud-first strategies, embracing multi-cloud connectivity and enabling hybrid networking to bring their IT strategy to life. As the WAN evolves, modern networking solutions, such as Ethernet, deliver the enhanced performance and security that enterprises demand.

With speeds up to 100 Gbps, our Ethernet Services provide secure, reliable connectivity to power applications and transfer data. Spectrum Business® for enterprise is a nationwide network partner that can connect your locations throughout the U.S., empowering you to leverage bandwidth-intensive applications and fortify business continuity plans. Seamlessly connect your network locations with confidence, backed by an end-to-end, 100% availability service-level agreement (SLA) all the way to the handoff point at your location.

Partner with an experienced provider that can put your organization's network modernization on the fast track. Committed to your success, our expert network engineers work with you to design a tailored solution. We provide you with a dedicated project manager to oversee seamless installation with 100%, 24/7/365 U.S.-based support, while a client services manager will ensure swift resolution of any issues. Furthermore, our portal gives you the network visibility required to ensure a positive experience for your organization.

Product highlights



High reliability

Accelerate the capabilities of your mission-critical applications with a dependable WAN or with a dependable private network.



Exceptional performance

Improve business productivity and the transport of time-sensitive data using your low-latency network.



Inherent security

Rely on your private Ethernet network to help reduce security and regulatory compliance risks or to isolate traffic.



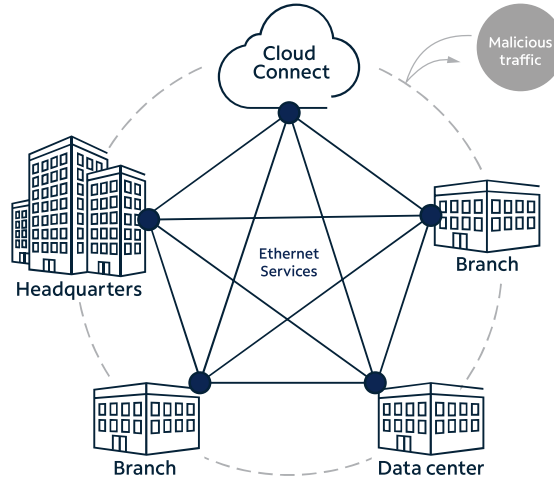
Hybrid WAN integration

Integrate your data centers and mission-critical network locations with public and private clouds for a flexible, agile and high-performing hybrid SD-WAN.

Scalable, secure connections linking your users, locations and the cloud

Spectrum Business Ethernet Services

Private WAN connectivity helps protect network locations from external threats, like DDoS attacks, while supporting low-latency and high-bandwidth applications.



Available services

- **Cloud Connect:** Extend your network with fast, secure and dependable private connections to cloud service providers with a service backed by an SLA that includes 100% uptime all the way to the handoff point at your location.
- **Dedicated Fiber Internet:** Achieve dedicated internet connectivity with symmetrical upload and download speeds, bandwidth up to 100 Gbps and backed by an SLA that includes 100% uptime all the way to the handoff point at your location.
- **Secure Dedicated Fiber Internet:** Connect with confidence when you integrate fast, dependable, dedicated fiber internet service with enterprise-level cybersecurity protection in one affordable and remarkably simple solution. The service is backed by a 100% uptime SLA all the way to the handoff point at your location.
- **Enterprise Network Edge:** Improve the network experience for your teams with an enterprise-grade managed solution that brings together connectivity, equipment and network management to support hybrid networks and workforces. Powered by Fortinet, the solution simplifies IT operations by providing networking with security features and optional integrated WiFi and switching in a multi-cloud-ready platform.
- **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, Managed Network Edge offers security features, routing, SD-WAN, WiFi, switching, smart cameras and environmental sensors. Achieve flexibility and scalability with connectivity, equipment and network management from a single partner.
- **Secure Access with Cisco Duo:** Help protect your organization from unauthorized access to sensitive systems, regulatory violations and data loss that can disrupt your business. Capabilities that include multi-factor authentication and identity management allow IT to set access policies by user and device, regardless of location.
- **Cloud Security with Cisco+ Secure Connect:** Allow remote users to access cloud SaaS applications and the internet securely and directly without reliance on a traditional centralized or premises-based security solution. This feature-rich cloud-based security service includes secure web gateway, cloud access security broker, identity management, zero trust network access and more.

Learn more

enterprise.spectrum.com/Ethernet

Spectrum Business

Service Level Agreement for Enterprise Services:

Ethernet

This Service Level Agreement (“SLA”) for fiber-based Spectrum Business (“Spectrum”) Ethernet Service and Spectrum Cloud Connect Service (individually the “Service” and collectively the “Services”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance tier goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classifications and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	Service Degradation where Customer is able to use the Service
Priority 3	- A service issue that does not impact the Service; or - A single non-circuit specific quality of Service inquiry

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

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

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

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

II. SLA Targets for Ethernet and Cloud Connect Services

Spectrum Ethernet Services and Cloud Connect Peering Point SLA Targets ¹				
Performance Tier	Metro 0 – ≤ 155 miles ³	Regional > 155 – ≤ 746 miles ³	National ²	
			> 746 – ≤ 1,500 miles ³	> 1,500 miles ³
Service Availability	100%	100%	100%	100%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Latency	≤ 10ms	≤ 25ms	≤ 60ms	≤ 95ms
Packet Delivery	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
Jitter	≤ 1ms	≤ 4ms	≤ 8ms	≤ 8ms

¹ Measured as described below.

² Notwithstanding the table above, for Service Locations that require use of a third-party service provider to deliver the Services, the SLA Targets shall be those reflected in the National > 1,500 miles column regardless of fiber route distance.

³ Refers to the length of the actual fiber route.

Ethernet Service SLA Targets are measured end to end (i.e. from any two applicable Customer edge devices or network interface devices (“NID”) at the Service Location) at the individual circuit or Service level, and any applicable credits are issued only for the affected circuit or Service (the “Affected Service”).

The Cloud Connect Service SLA Target for Service Availability is measured between Spectrum’s NID located at Customer’s Service Location and the point of physical handoff of the Service to the cloud service provider’s cloud peering point (“Peering Point”).

III. SLA Calculations

1. Service Availability

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

Service Availability per calendar month is calculated as follows:

$$\text{Service Availability} = \frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$$

2. Mean Time to Restore (MTTR)

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

MTTR per calendar month is calculated as follows:

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

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

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

4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an Excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
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5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter or Frame Delay Variation is calculated as follows:

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

1. Service Credits

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

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

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

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.

SPECTRUM BUSINESS

AGREEMENT FOR ENTERPRISE SERVICES

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

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

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

Agreement

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

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

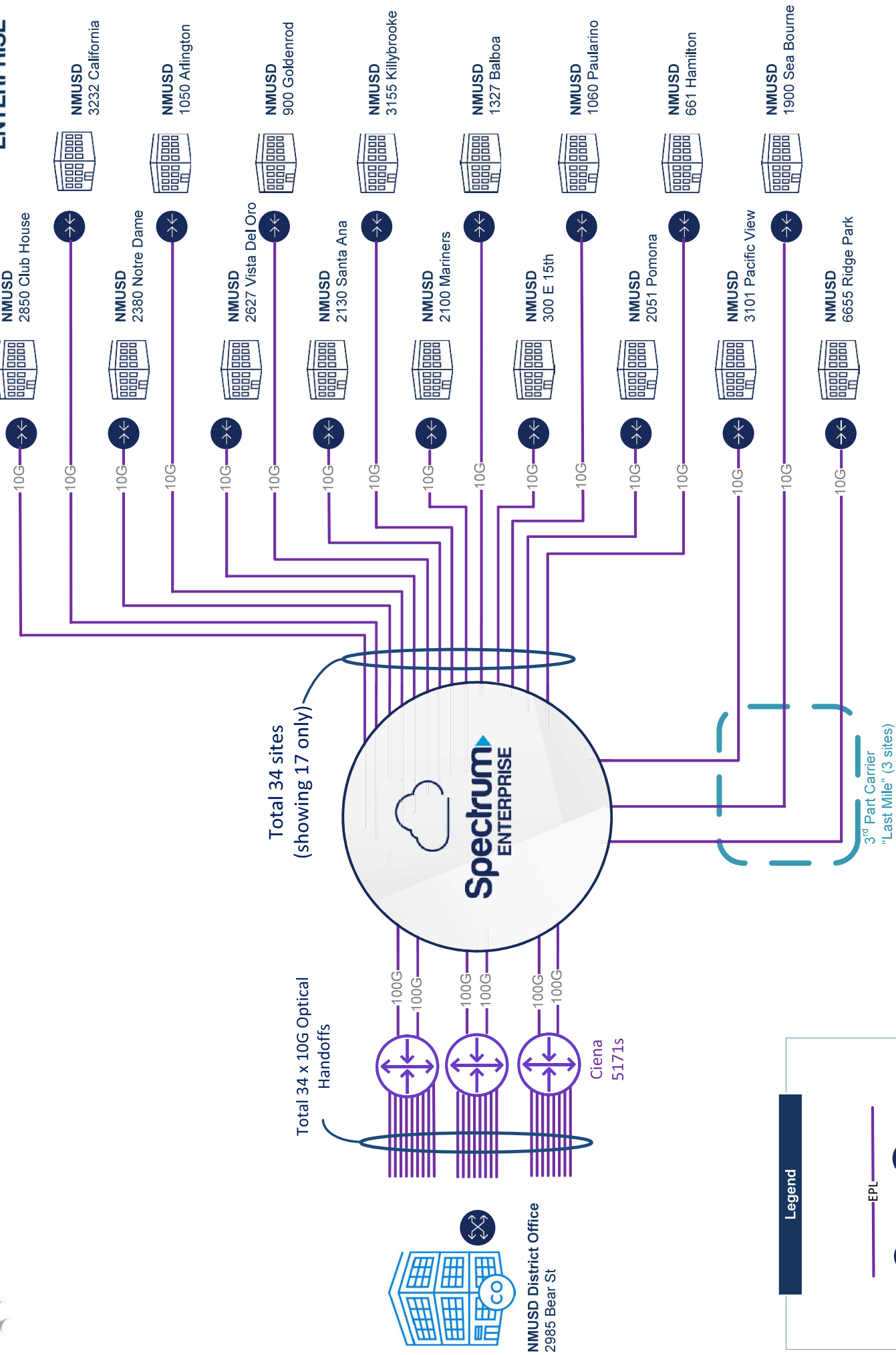


Table # 2 Pricing

#	Function	Site Name	Special Construction Cost	Non-Reccurring Cost	MRC 10 GBPS 60-month term	MRC 40 GBPS 60-month term	MRC 100 GBPS 60-month term	Estimated Initial Turn-up Speed
1	Hub Site	Newport-Mesa Unified School District - Office	\$0.00	\$0.00	\$15,334.00	No-Bid	No-Bid	10 Gbps
2	School/District Site	Adams Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
3	School/District Site	Andersen Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
4	School/District Site	California Eleementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
5	School/District Site	College Park Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
6	School/District Site	Davis Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
7	School/District Site	Eastbluff Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
8	School/District Site	Harbor View Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
9	School/District Site	Kaiser Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
10	School/District Site	Killybrooke Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
11	School/District Site	Lincoln Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
12	School/District Site	Mariners Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
13	School/District Site	Newport Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
14	School/District Site	Newport Coast Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
15	School/District Site	Newport Heights Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
16	School/District Site	Paularino Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
17	School/District Site	Pomona Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
18	School/District Site	Rea Elementary School / BESST Center	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
19	School/District Site	Sonora Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
20	School/District Site	Victoria Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
21	School/District Site	Whittier Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
22	School/District Site	Wilson Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
23	School/District Site	Woodland Elementary School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
24	School/District Site	Ensign Intermediate School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
25	School/District Site	Tewinkle Middle School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
26	School/District Site	Corona del Mar High School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
27	School/District Site	Costa Mesa High School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
28	School/District Site	Backbay / Monte Vista High School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
29	School/District Site	Early College HS	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps

30	School/District Site	Estancia High School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
31	School/District Site	Newport Harbor High School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
32	School/District Site	Harper Pre School	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
33	School/District Site	Lindbergh	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
34	School/District Site	Parsons	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps
35	School/District Site	Presidio	\$0.00	\$0.00	\$451.00	No-Bid	No-Bid	10 Gbps

This 20664507-109 26 NMUSD Pricing Table.xlsx shall be deemed part of and incorporated into Spectrum's bid response to which it relates, and is subject to Spectrum's terms, conditions, qualifications and exceptions stated therein.

In addition to the 20664507-109 26 NMUSD Pricing Table.xlsx, please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.