



Providing Internet Services to Rocklin Unified School District

Proposal response to RFP: 23-2027

April 25, 2023

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CONFIDENTIALITY STATEMENT:

CCI's response embodies and contains certain confidential, commercial and/or financial information, trade secrets, know how, compilations, technology, and other intellectual property of CCI and/or its affiliates (the "Confidential Response Information"), which must be kept confidential.

Except as required by law, this response, the Confidential Response Information, any summaries, related materials or any oral disclosures, whether or not marked or disclosed as confidential and proprietary, must be treated as such. CCI requires that the entire response only be used and disclosed by Rocklin Unified School District and its employees with a need to know and that are aware of the obligation to keep such information confidential and only if under an obligation of confidentiality.

The response, related materials, any summaries or related oral disclosures, or any Confidential Response Information shall not be used or provided to any unauthorized third party without CCI's prior written consent. CCI may require a separate non-disclosure agreement with any third party prior to any such disclosure of Confidential Response Information.

MARK SMITH

Account Manager

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC

April 25, 2023

Rocklin Unified School District
Business Services Department
2615 Sierra Meadows Drive
Rocklin, CA 95677

Phone: (916) 630-2234

Dear Rocklin Unified School District,

On behalf of **CONSOLIDATED COMMUNICATIONS**, I want to thank you for the opportunity to respond to Rocklin Unified School District., RFP Application 23-2027 request for Internet Services at Whitney High School.

Consolidated Communications delivers reliable, forward-looking solutions to meet your needs today and addresses the challenges you'll face tomorrow at a price that reflects your fiscal responsibility. Despite staffing and budget challenges in education, Consolidated helps organizations like yours address their staffing and budget challenges while providing bandwidth solutions to meet online testing goals, support more electronic learning devices in the classroom, connect multiple campus locations and, ultimately, enhance education in our shared community.

I am excited for this opportunity and am ready to answer questions or provide additional detail as necessary.

MARK SMITH

Account Manager

916-786-1175

Markp.Smith@consolidated.com

DEDICATED INTERNET ACCESS

Dependable speeds, service and capabilities – all backed with a guaranteed Service Level Agreement

Dedicated Internet Access over Ethernet

Consolidated's Dedicated Internet Access service allows you to perform and compete at peak efficiency. Supported 24x7x365 from our Network Operations Center, we make it simple for you to focus on leveraging the Internet, while we do what we do best: provide best-in-class communications solutions.

With Dedicated Internet Access from Consolidated Communications, you'll discover dependable speeds, service and capabilities – all backed with a guaranteed **Service Level Agreement**

Features and Benefits of Dedicated Internet Access

- Symmetrical speeds up to 100 Gbps
- Internet network built exclusively for business
- Our regional fiber network delivers high-speed bandwidth utilizing industry leading technologies such as DWDM, SONET and Ethernet
- Multiple, redundant connections to Tier 1 providers
- Internet services are delivered over our certified Cisco Powered Network
- Service Level Agreements backed by industry-standard service guarantees

Consolidated Communications Network

CCI Network Strength

Consolidated Communications is recognized as a Top 10 Fiber Network Provider in the United States with over 50,000 fiber route miles and 14,625 on-net buildings. We interconnect with many local, regional, national and global carriers to provide end-to-end solutions. Our regional SONET-based fiber network provides a high-bandwidth, highly available, self-healing platform for businesses that depend on a reliable connection.

The CCI fiber backbone is monitored and managed 24 x 7 x 365 from our local Network Operations Center (NOC).



Installation

CCI will assign a dedicated representative to your project. A single person will take ownership of your project and ensure seamless communication and order implementation from start to finish. Our goal is to provide a smooth transition for each customer and to ensure a positive installation experience. We will work together with you to understand your needs and from there develop a migration strategy with ongoing communication to discuss progress and questions.

Reliability & Support

If five nines are important to your business, then CCI is the provider you should trust. CCI delivers reliable, consistent, data communication systems that keep your business up and running at all times. With the most extensive redundant network in the nation our systems are monitored and managed 24 x 7 x 365 from our local NOC. With a strong local presence in each region we serve businesses are backed by professional support staff around the clock so that if a problem arises we're here to fix it for you.

Rocklin Unified School District

2615 Sierra Meadows Drive · Rocklin, CA 95677

Phone · (916) 624-2428 Fax · (916) 624-7246



Roger Stock, Superintendent

Barbara Patterson, Deputy Superintendent, Business & Operations

Tony Limoges, Associate Superintendent, Human Resources

Marty Flowers, Associate Superintendent, Secondary Education

Bill MacDonald, Associate Superintendent, Elementary Education

RFP 23-2027

Internet Service - Whitney High School Circuit

PROPOSAL DUE DATE

RFPs must be submitted by

April 25, 2023

Before 3:00 PM

SUBMIT RESPONSE TO

ROCKLIN UNIFIED SCHOOL DISTRICT

Business Services Department

2615 Sierra Meadows Drive

Rocklin, CA 95677

Phone: (916) 630-2234

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Notice to Responders

NOTICE IS HEREBY GIVEN that Rocklin Unified School District, acting by and through its Board of Education, hereinafter referred to as “the District” will receive up to, but no later than **April 25, 2023 at 3:00 p.m.** sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 23-2027

Internet Service - Whitney High School Circuit

Questions

All questions regarding this RFP are due on or before April 14, 2023 at 4:00 p.m. via email to: **rfp@rocklinusd.org** with the subject line of “RFP 23-2027 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website April 18, 2023 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <http://www.rocklinusd.org/rfp> for updates or addenda.

Due Date

RFPs are due at the Technology Services Department for time and date stamping at or before 3:00 p.m., April 25, 2023. One original proposal, two copies, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 23-2027 to Rocklin Unified School District, Business Services, 2615 Sierra Meadows Drive, Rocklin, CA 95677.** Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the **District Office** by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All Responders must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

The RFP will be posted to the District website under <http://www.rocklinusd.org/rfp>. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Rocklin Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

The Rocklin Unified School District (hereafter “District”) is soliciting proposals from Responders for Telecommunications Service for a multi-year contract for Internet Services at our Whitney High School location - 701 Wildcat Blvd, Rocklin, CA 95765: The District is soliciting qualified contractors to submit an installation and ongoing service bid for Internet Service. All equipment included in this option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

The District reserves the right to retain all of the RFPs and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District’s consent or proposer’s recourse to Public Contract Code Sections 5100, et seq.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

RFP Schedule

April 6, 2023	RFP Released - Posted
April 14, 2023	Question Deadline
April 18, 2023	Questions Responses Posted
April 25, 2023	RFP Closing - RFP Due 3:00 PM
April 26-28	RFP/Evaluation
May 17, 2023	Board Approval

About the District

The District is located in Placer County, the City of Rocklin. The District covers 19 square miles and operates eleven elementary schools, two middle schools, two high schools, one alternative school, one Charter school and three other District facilities. The District serves approximately 12,000 K-12 students. More information about the District can be found on the District's website at <http://www.rocklinusd.org/>.

Scope of Work

The Rocklin Unified School District (hereafter "District") is soliciting proposals from Responders for Internet services for a multi-year contract. The District is soliciting qualified contractors to submit an installation and ongoing service bid for Internet Service.

The Rocklin Unified School District is seeking quotes for **Internet Service at the bandwidth level of 5 Gps up to 20 Gbps, which can be upgraded incrementally as stated below**. Quote should include a transport circuit with all necessary hardware. Each item will need to be quoted on as a separate line item including:

1. Internet Access Costs
2. Installation Costs
3. Hardware Costs
4. Circuit Costs
5. Other Items needed to complete project
6. Detail of cost per speed: 5 Gbps, 10 Gbps, 20 Gbps

Provide Internet Access at the Rocklin Unified School District located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. Transport for this Internet access can be of various types. Fiber-Optic, Point-to-Point, Point-to-Multipoint, Ethernet and other solutions will be considered. **Install circuit at 701 Wildcat Blvd, Rocklin, CA 95765, provision all routing including BGP if needed**. Configure any leased equipment provided as part of the agreement. Turn up circuit, provide connectivity monitoring and troubleshooting. Required to provide **50 dedicated** routable IP addresses.

All expenses must be included in the unit/extended costs. Installation costs should take into account after hours work. The Rocklin Unified School District will make no additional compensation to the selected vendor for these after-hour services.

Requirements for Internet Services

This section defines specifications for Telecommunications Services for the Rocklin Unified School District. A list of school and site locations is attached.

1. All plans proposed should include detailed billing.
2. Contract must have the option to upgrade bandwidth incrementally as needed during the term of the contract.
3. Contract must have the option to downgrade bandwidth incrementally as needed during the term of the contract.
4. Five-year (60 month) term. Unless otherwise agreed upon, the contract start date will be July 01, 2023.

5. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Rocklin Unified School District and documented with new price sheet sent to the District Office.
6. All equipment/services costs must be new and included and identified separately.
7. Manufacturer must warrant all parts and equipment.
8. Vendor must be a certified reseller of parts and equipment.
9. Vendor must participate in the California Teleconnect Program.
10. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors on "The Secure Networks Act".
11. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

Responder Service Provider Information

1. Length of time business has provided this type of service. [CCI has provided services for over 125 years.](#)
2. Responder Service Level Agreement (SLA) for your proposal. [Attached as an Appendix](#)
3. Indicate any and all options available or proposed. [See Pricing Table](#)
4. Please show applicable discounts separately, if applicable. [See Pricing Table](#)
5. An implementation timeline proposal starting July 1, 2023. [Acknowledged](#)
6. Indicate how charges will be incurred as services are implemented. [Services will begin billing upon installation complete date](#)
7. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred. [See attached list of references](#)
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.

CCI Response: Read and Understood

CCI Response: Read and Understood

3. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html.

CCI Response: Read and Understood

NNE and Legacy Red Lights - Week of 04/17/2023:

FRN	FRN Name	Red Light Status
0001652312	Consolidated Communications of Texas Company	Green Light
0001688027	Consolidated Communications of Fort Bend Company	Green Light
0002147098	Consolidated Communications of Colorado Company	Green Light
0003193539	Consolidated Communications of Pennsylvania	Green Light
0003713930	Consolidated Communications of Minnesota Company	Green Light
0003713955	Consolidated Communications of Minnesota Company	Green Light
0003713997	Consolidated Communications Enterprise Services, Inc.	Green Light
0003723541	Consolidated Communications Services Company	Green Light
0003731874	Consolidated Communications Telecom Services of Texas Company	Green Light
0003731916	Consolidated Communications Telecom Services of Texas Company	Green Light
0003735792	Consolidated Communications Telecom Services of Fort Bend Company	Green Light
0004333712	Consolidated Communications of Illinois Company	Green Light
0004370789	Consolidated Communications of California Company	Green Light
0004370797	SureWest Long Distance	Green Light
0004370805	SureWest Communications	Green Light
0004963146	Consolidated Communications Public Services, Inc.	Green Light
0007287782	Consolidated Communications Enterprise Services, Inc.	Green Light
0007494776	Consolidated Communications Holdings, Inc.	Green Light
0007709991	FairPoint Communications, Inc.	Green Light
0008197378	SureWest Broadband	Green Light
0008301434	Consolidated Communications Enterprise Services, Inc.	Green Light
0008394322	Consolidated Communications Enterprise Services, Inc.	Green Light
0009340035	Consolidated Communications Operator Services, Inc.	Green Light
0009375742	Consolidated Communications Ventures Company	Green Light
0010155398	Consolidated Communications Companies	Green Light
0010576353	Consolidated Communications Transport Company	Green Light
0010626992	The Shareholders of FairPoint Communications, Inc.	Green Light
0014218275	Enventis Corporation	Green Light
0014829592	SureWest Kansas, Inc.	Green Light
0016022618	Consolidated Communications of Northern New England Company, LLC	Green Light
0016022634	Consolidated Communications Enterprise Services, Inc.	Green Light
0017551359	Telephone Operating Company of Vermont LLC	Green Light
0018633321	Consolidated Communications, Inc.	Green Light
0020564282	SureWest Kansas Licenses, LLC	Green Light
0021564737	Consolidated Communications Enterprise Services, Inc.	Green Light
0022823868	Enterprise Integration Services, Inc. dba Enventis	Green Light
0025701244	Consolidated Communications of Pennsylvania Company LLC	Green Light

4. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.

CCI Response: Read and Understood

5. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:

<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

CCI Response: Read and Understood

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district.

CCI Response: Read and Understood

2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

CCI Response: Read and Understood

3. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If 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 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.

CCI Response: Read and Understood

4. Procurement of Additional Goods and/or Services/Coterminous Expiration
During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The

District shall not enter into a separate Agreement for said goods or services.
Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

CCI Response: Read and Understood

Proposal Format

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of services requested.

Evaluation Criteria

The Rocklin Unified School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and

all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices, labor rates, travel/trip charges, etc. 35%
- Extent of experience with the district 20%
- Implementation timeline 20%
- Service level agreement 15%
- Quote preparation, thoroughness, and responsiveness to the RFP requirement 10%

The successful responder will be chosen based upon best value. The district reserves the right to reject any or all bids.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Type

Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

BID PROTEST

A Responder may file a protest against the award of the Contract to any other Responder by following District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its

option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

State Public Health Order August 11, 2021

As required by District and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to the District shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, the District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to District on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

List of Site for Service

Rocklin Unified School District

School Name	Address	City	ST	ZIP
Whitney High	701 Wildcat Blvd.	Rocklin	CA	95765

Cost Proposal

RFP 23-2027

Responder Company Name: Consolidated Communications Enterprise Services, Inc.

Responder Name: Mark Smith

Responder Title: Senior Account Executive

Responder SPIN: 143001200

Responder Phone: 916-223-0811

Please provide pricing for a **five-year term** on the below:

5 Year Term	5 Gbps	10 Gbps	20 Gbps	40 Gbps
Total Amount Proposed	\$1,660.00	\$2,900.00	\$3,200.00	\$4,800.00

*The speed of the circuit can be increased at anytime during the term of the contract. Consolidated Communications does not provide for a decrease in speed without penalty.

Responding to Request For Proposal No. 23-2027 due April 25, 2023 before 3:00 PM

RFP Form

RFP 23-2027

Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, California 95677

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: Consolidated Communications Enterprise Services, Inc.

Legal Status (i.e., sole proprietorship, partnership, corporation): Corporation

Tax I.D. Number (Sole Proprietorship Only): _____

Address: 114 Vernon St. Roseville, CA 95678

Authorized Representative:

Signature

Chaz Determan

Name (Print or Type)

Director Commercial Sales California

Title

Date

(916 _____) 577-3572

Phone

(_____) _____

Fax

Chaz.determan@consolidated.com

E-mail address

Rocklin Unified School District

2615 Sierra Meadows Drive · Rocklin, CA 95677
Phone · (916) 624-2428 Fax · (916) 624-7246



Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business & Operations

Tony Limoges, Associate Superintendent, Human Resources
Marty Flowers, Associate Superintendent, Secondary Education
Bill MacDonald, Associate Superintendent, Elementary Education

Letter of Agreement - RFP 23-2027

Pursuant to the terms of Rocklin Unified School District's RFP # 23-2027 for Internet Service, (Name of Company) Consolidated Communications Enterprise Services, Inc.____'s response to RFP

#23-2027 dated (mm/dd/yyyy)04/25/2023_____, (Name of Company)

Consolidated Communications will provide the equipment and services per RFP # 23-2027 effective the date of issuance of Rocklin Unified School District Purchase Order(s).

(Name of Company) Consolidated Communications Enterprise Services Inc.____ and Rocklin Unified School District acknowledge that this agreement is for Internet services, which are contingent on funding by the Rocklin Unified School District and Rocklin Unified School District Board of Education approval.

The Rocklin Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Rocklin Unified School District shall not be responsible for any costs to Bidder prior to termination.

Rocklin Unified School District

Consolidated Communications Enterprise Services, Inc.

(Name of Company)

Authorized Representative Signature

Authorized Representative Signature

Date: _____

Date: _____

Name: Barbara Patterson

Phone: (916) 630-2234

Title: Deputy Superintendent

Address: 2615 Sierra Meadows Dr.

Rocklin, CA 95677

Email: bpatterson@Rocklin.k12.ca.us

Name: Chaz Determan Title: Director Commercial Sales CA _____ Address: _____
114 Vernon St Roseville, CA 95678
Email: chaz.determan@consolidated.com
Phone: 916-223-0811

Fingerprint Certification

RFP 23-2027

Responder Certification

I, Chaz Determan_____, am an authorized representative of/doing business as (Name of Responder/consultant) Consolidated Communications_____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Rocklin Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this_____day of_____, 20_____, in_____County, California.

Mark P. Smith

Name of Responder/Consultant (please print)

Chaz Determan

Name/Title of Authorized Representative (printed)

(Signature)

Statement of Non-Conflict of Interest

RFP 23-2027

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

Signature

Chaz Determan

Printed Name

Director of Commercial Sales CA

Title

Mark P Smith

Responder

Date

Insurance Acknowledgement

RFP 23-2027

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Rocklin Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

Signature

Chaz Determan

Printed Name

Director Commercial Sales CA

Title

Mark P. Smith

Responder

Date

BUSINESS SERVICES AGREEMENT

BSA ID	TERM LENGTH
Proposal ID Display	Contract Term

This Business Services Agreement is entered into by **Customer's Legal Name** ("you" or "Customer") and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided ("we" or "CCI") and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the "Agreement") for the provision of the "Services" requested below. Additionally, one or more addendum(s) with service-specific terms and conditions may be attached to

this Agreement (each, an "Addendum"). Each such Addendum will be governed by and incorporated into this Agreement. This Agreement is binding on you and CCI when signed by both parties (the later dated signature being the "Effective Date"). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. This Agreement will continue in force for so long as any Service is provided hereunder.

SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:

Location Name:	Location Name	
Address:	Street	Site MRC: \$Base Extended MRC
	City, State Postal Code	Site NRC: \$Base Extended NRC

(a) Quantity	(b) Service	(c) Features	(d) Total of Non-Recurring Charges	(e) Per-Unit Monthly Recurring Charge	(f) Total of Monthly Recurring Charges
Quantity	Product Name Combination	Attributes	Base Extended NRC	Net Unit MRC	Base Extended MRC

Site Name	Site Notes
Location Name	External Location Notes

CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

(a) Total of Monthly Recurring Charges ("MRC"):	\$ Total MRC
(b) Total of Non-Recurring Charges ("NRC"):	\$ Total NRC

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by you. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. All pricing is exclusive of any non-recurring charges incurred that are not reflected above, including charges related to any needed extension of facilities or additional work necessary to provide the Services. These charges may include after-hours installation charges for requested installations between 5:00 p.m. and 6:59 a.m. Monday through Thursday or weekend installation charges for requested installations between 5:01 p.m. Friday and 6:59 a.m. Monday. All extension or installation work will only be performed upon your agreement to pay the associated charges, and

if you do not agree to pay such charges, this Agreement (or any applicable Service) will be subject to cancelation by us. Pricing is also exclusive of: (i) any usage or variable charges, (ii) all taxes and fees, and (iii) all charges incurred in connection with governmental or quasi-governmental assessments, all of which are payable by you. We reserve the right to adjust monthly service rates due to increases in other tariffed services that are outside of our control, or where third-party vendors increase rates for third-party services, and you will not be entitled to terminate this Agreement as a result of any such increase. Notwithstanding any other terms in this Agreement, this pricing is good only in areas where the Service is commercially available. You understand that the Service selected may not be

commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Order is subject to our final acceptance. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. You are responsible for all individually charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

TERM OF SERVICES. This Service Order is binding on you when you sign it. The initial term for each Service is **Contract Term**. The billing for each Service will commence on that date upon which the Service is made available by CCI for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. The Contract Term will not be less than a term of 12 months from the Service availability date except where "month-to-month" is the contracted term or where applicable law provides otherwise. During the initial term, we may make changes to the Services, including by adding to or modifying the features associated with the Services, but we will not materially reduce your Service functionality during the initial term. In some cases, new or modified Service features may require your payment of additional charges. If a new or modified Service feature requires your payment of an additional charge, we will notify you and will provide an opt-out period during which you will be able to opt-out of the applicable feature and the corresponding charge. If you do not opt-out during the opt-out period, your continued use of the Service following the opt-out period signifies your acceptance of the new or modified Service feature and your agreement to pay the corresponding charge. After the initial term, this Agreement and the term for each Service will automatically be extended on a month-to-month basis, unless either party provides at least 30 days' written notice of termination to the other. Upon the commencement of any such month-to-month renewal term, any discounted or promotional pricing will expire, and pricing will automatically be adjusted to reflect our then-current rates for the Services. During the renewal term, we may discontinue or modify the Service or increase Service charges at any time with thirty (30) days' prior notice to you.

CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or if installation fails because of your action or inaction, and is not later completed, you agree to pay to us a cancellation charge equal to four (4) months of MRCs, plus all costs incurred by us in connection with the extension of facilities to your location, including both our costs and third-party costs. The cancellation charge will be paid to us not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If we have provided any equipment to you, the equipment must be returned to us in good condition or you will be responsible for its cost. Notice of any Service

termination must be submitted to us in writing. If you terminate any Service after the Service is first made available to you and before the end of the applicable term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, you are responsible for an early termination charge equal to 100% of the MRCs for each affected Service for each of the remaining months in the term. Notwithstanding the foregoing, in markets where the following products are sold, the Essentials Voice, EPAKII Voice Packages, BizConnect and FiberConnect products will be subject to a flat early termination charge of \$129.00 per circuit or per line as applicable with no proration for the length of time left in the term for these products. In addition to the applicable early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges (including any non-recurring charges that were waived by us at the time the Services were ordered) that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs; (iv) all costs incurred by us, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you; and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to us in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a term at least as long as the remaining term on this Agreement.

911 SERVICES. If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer-premise equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where we physically install the related Service. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

REGULATORY JURISDICTION ATTESTATION

You must indicate whether traffic on your circuit(s) is interstate or intrastate. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

Please specify the circuits ordered as either jurisdictionally interstate or intrastate.

Interstate ☐

Intrastate ☐

MARKETING

Unless you opt-out by marking the box below, the following provision will apply to you: You agree that we may include your name and logo on our public customer list. You also agree to reasonably cooperate with us on co-marketing and public relations activities to demonstrate the launch and success of your program (e.g., press release, case study, testimonial,

video). You grant us a limited, non-exclusive, worldwide license to use your name and logo for these purposes.

I am opting out of this provision ☐

CCI REPRESENTATIVE

Customer's Legal Name

By:	By:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
Proposal ID Display	Tax ID: Federal Tax ID
	CUSTOMER CONTACT INFORMATION:
	Name: Full Name
	Address: Billing Street Billing City, Billing State/Province Billing Zip/Postal Code
	Business Phone: Business Phone
	Email Address: Email

GENERAL TERMS AND CONDITIONS

1. SERVICES. These General Terms and Conditions along with the Business Services Agreement and any Addenda attached hereto constitute the Agreement between the parties for the provision of Services requested by you hereunder. You may not vary this Agreement with use of a Customer-issued purchase order, it being understood that the terms of any such purchase order will be void and/or superseded by the terms of this Agreement in the event of any conflict. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at <https://www.consolidated.com/affiliates>.

2. ACCESS. You agree to provide or obtain for us reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with us during installation and other work related to the provision of Service. We will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by us at or near the Service location.

3. PAYMENT. You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the **"Due Date"**). If you do not timely pay your bill, you will be responsible to pay late charges applied to the amount unpaid of one and one-half percent (1.5%) of such amounts from the Due Date until paid in full (or the greatest amount allowed by applicable laws, if less). If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.

4. BILL DISPUTES. If you dispute any charges stated on an invoice, you are required to notify us in writing within thirty (30) days of the date of the disputed invoice. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to us a written dispute notice as set forth above within thirty (30) days after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges will not excuse payment of the remainder of the invoice, and you agree to pay all other invoiced charges not disputed in accordance with this section by the Due Date. Upon our resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.

5. USE OF SERVICES. You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by us. Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is available at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy> and is expressly incorporated into this Agreement. We may update our AUP or other online terms and conditions of use applicable to the Service at any time. A violation of any applicable law or our AUP by you or any users of your Service may result in an immediate suspension or termination of Service.

6. EQUIPMENT, WIRING AND SOFTWARE. We may provide you with equipment and/or inside wiring. Unless otherwise expressly provided in this Agreement, you obtain no property right or interest in any equipment or facilities provided by us, and all right, title and interest to such items will remain solely with us or our underlying provider, as appropriate. We may at any time substitute the equipment and facilities used to provide the Services. As to all CCI-provided equipment, unless purchased by you and paid in full, you will: (i) keep all the equipment free and clear of any levies, liens and security interests and will provide prompt notice of any attachment or other judicial process affecting any item of the equipment; (ii) safeguard the equipment from loss and damage; and (iii) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. You are responsible for all wiring maintenance on your side of the demarcation point. Additional charges based on time and materials may apply if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and, unless purchased by you and

paid in full, you must return all CCI-provided equipment to us when the associated Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If we provide you with any software, you are only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling use of the Services, and you agree not to: (i) disclose or make available to third parties any portion of the software without our advance written permission; (ii) further copy or duplicate the software; (iii) reverse engineer, decompile or disassemble such software; (iv) make derivative works from such software; (v) modify such software; or (vi) use the software in a credit bureau capacity. Additionally, to the extent any such software is third-party software, the third-party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third-party software or otherwise provided to you, all of which are incorporated herein by reference.

7. NETWORK ADDRESSES. Any and all network addresses provided to you will at all times remain our property and are non-transferable. We grant you a license to use such network addresses during the term but only for the purposes and as contemplated by this Agreement. You will have no right to such network addresses upon expiration or termination of the applicable Services. You also agree that your license to use such network addresses during the term is revocable and is for non-portable network address space. Network addresses may be re-numbered as and when we deem necessary. All customers applying for IP address space from CCI must complete an IP address form provided by us, the terms of which will be deemed incorporated herein. Unless otherwise expressly provided in this Agreement, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar (or CCI on registrar's behalf) will bill such fees directly to you.

8. CUSTOMER-PROVIDED EQUIPMENT. You will provide, at your sole cost and expense, any and all additional electronic equipment and other facilities necessary for your use of the Services other than those provided by us. Unless otherwise agreed in writing, we will have no obligations with respect to the provision, installation or maintenance of any customer-provided equipment. You will pay the cost of interfacing to our demarcation point. You are fully responsible for ensuring that all customer-provided equipment is properly interfaced with the Services and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for your intended use; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission (FCC); and (iii) do not damage, harm, degrade or interfere with proper operation of the Services or our equipment and facilities. We assume no responsibility for the quality of the signal generated by any customer-provided equipment and will only be required to use commercially reasonable efforts to deliver the signal to the receiving location in the same format and condition as generated by such equipment. If you fail to maintain and operate your equipment properly, with resulting or imminent interference, degradation or harm to or with the proper operation of our services, equipment or facilities, or with injury or imminent injury to our personnel, we may immediately suspend the Services without liability or require the use of protective interface equipment at your expense.

9. MAINTENANCE AND SERVICE ISSUES. The information located at <https://www.consolidated.com/Trouble-Reporting> is made available to you for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. We also reserve the right to perform network upgrades, maintenance, updates and modifications at such times as are determined by us as required to maintain the Service performance, and any maintenance notices to you will be provided in accordance with the applicable Addendum and prevailing CCI state practices. We will use commercially reasonable efforts to perform all scheduled maintenance in a manner that minimizes any system interruption and will typically endeavor to perform scheduled maintenance between 12:00 a.m. and 6:00 a.m. local time. Each party will maintain communication with the other party throughout the status of any customer-specific trouble resolution. Your sole remedy for failure of the Services to meet any applicable performance specifications and for any Service interruptions as described in any Addendum will be for us to grant you the credits described in the applicable Addendum, if any. To be eligible for a credit, you must be under term as to the affected Service (must not be month-to-month), must be in good financial standing with CCI and must open a trouble ticket with us for the Service issue. To receive a credit, you must request the credit in writing within thirty (30) days after the end of the month in which the credit-generating event occurred or you will waive your right to any credit or other remedy for such event. Credit requests must include your name, contact information, billing account number, circuit ID (if applicable), the date of the outage, trouble ticket number(s) and any other information requested by us. All credit requests are subject to our review and approval, and credits will only be applied in the billing cycle following our approval. Credits are not cumulative (only the highest applicable credit will apply to any one credit-generating event).

and will not exceed 50% of the MRC for the affected Service(s) in the aggregate unless otherwise provided in an applicable Addendum. If there are no Addenda or the applicable Addendum does not specifically provide for credits, credits will only apply in our sole discretion. Services provided pursuant to filed state or federal tariff are subject to terms and conditions contained in such tariff and not any Addendum. In no event will you be entitled to credits or other remedies for Service issues caused by you or resulting from Force Majeure Events (described below) or our planned maintenance.

10. LIMITATION OF WARRANTIES. We will perform all installation and other work at the location where Services are provided in a competent manner, and any damage to such location will be promptly repaired or corrected. Additionally, in the event you are permitted to purchase any equipment or third-party software licenses as set forth in this Agreement, we will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's end-user warranty for the purchased equipment or software licenses. OTHERWISE, ALL SERVICES, EQUIPMENT, FACILITIES AND SOFTWARE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY CCI OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.

11. REMEDIES; LIMITS ON LIABILITY.

11.1 Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by us of this Agreement, are limited to (i) the applicable service credits or other remedies provided for under an applicable Addendum or (ii) if no Addendum is applicable, one or more of the following as elected by us: (a) repair of the Service, facilities, equipment or wiring; (b) re-performance of work, where that can be done; (c) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; and/or (d) an adjustment or credit to your bill.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU WILL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND WILL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE 12-MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE WILL BE RESPONSIBLE FOR ANY PUNITIVE, ENHANCED COMPENSATORY, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law and except as otherwise expressly provided in this Agreement, neither CCI, any CCI affiliates nor any person or entity utilized by us to provide the Services, will be liable for any of the following: (i) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (ii) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (iii) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (iv) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (v) claims against you by any person or entity not a party to this Agreement. Some jurisdictions may not permit the exclusion of certain warranties and/or damages as set forth above. In these jurisdictions, the foregoing will serve to limit CCI's liability to the maximum extent permitted by applicable laws.

11.3 No cause of action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or, in the case of non-payment, more than one (1) year from the date the last payment was due.

12. BREACH AND TERMINATION. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to us under this Agreement within ten (10) days of the date that it is due; (ii) immediately if you fail to comply with section 5 of these General Terms and Conditions; (iii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than 10 days after written notice from us; (iv) if you cancel or repudiate this Agreement or any Service commitment; or (v) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. Upon the occurrence of a breach not cured within CCI's 30-day written notice, we may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If we take action to collect amounts due, or to address any other breach, we will be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to us, subject to payment of all applicable cancellation or early termination charges set forth in the Service Order. We will only be in breach of this Agreement if we fail to perform an obligation under this Agreement and such failure continues for more than 30 days after written notice from you. Upon the occurrence of our breach, you may elect to terminate any Services and/or this Agreement on written notice to us.

13. FORCE MAJEURE. We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a Force Majeure Event). This includes but is not limited to fire, flood, severe weather, any other Acts of God, acts of government, civil unrest, terrorist or similar acts, any strike or labor stoppage, embargo, war, cable cuts, power outages or failures, action or inaction by any third party, or any unavailability of necessary facilities, software, hardware or equipment. Notwithstanding anything herein to the contrary, if the Force Majeure delay continues for 30 days or more, either party may terminate the affected Services upon written notice to the other party, without penalty or liability for early termination.

14. INDEMNIFICATION. You hereby agree to indemnify, defend and hold CCI and any CCI affiliate harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) we may incur from any claim arising from: (i) your use of the Service, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of any Service with other products or services not provided by us, or any modification of the Service; (ii) your breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service; or (iii) your negligence or willful misconduct. In such event, you agree to defend and control any such litigation, including the payment of any settlement thereof. You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent, such consent to be exercised in our sole discretion. We hereby agree to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without our prior written consent, such consent to be exercised in our sole discretion.

15. ASSIGNMENT AND TRANSFER. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to us if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. We may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section will be void. This Agreement is binding upon execution, and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

16. NOTICES. CCI may provide notice of change of address via email or regular mail to the contact person set forth on the signature page of this agreement, or to any subsequent contact person identified by you. All other legal notices to you will be sent to the contact person and address set forth on the first page of this Agreement. All other legal notices must be in writing and will be mailed by certified or registered mail, postage prepaid, return receipt requested and will be deemed given on the third (3rd) business day after the date of posting in a United States Post Office or one day after delivery to a nationally recognized overnight courier. All legal notices to us must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. Except as otherwise agreed upon by you and CCI, you can change your notice address on written notice to CCI in accordance with this section.

17. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS. This Agreement, its formation, construction and interpretation will be governed by and construed in

accordance with the laws of the State of New York, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.

18. MISCELLANEOUS. The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Service changes, a person authorized on your account may request the change via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on

strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement constitutes the entire agreement of the parties. Each party hereto is an independent contractor under this Agreement, and no license, joint venture or partnership, express or implied, is granted, created or intended. Neither party has the authority to bind the other party, or act for the other party, in any manner or capacity. In the event of any inconsistency between these General Terms and Conditions and the terms or conditions contained in the Business Services Agreement or any Addendum, the terms of the Business Services Agreement or applicable Addendum will govern and control with respect to the applicable Service.

19. CONSENT TO SHARE INFORMATION. You give us your consent to: (i) share information with our affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions; and (ii) provide information on other CCI services.

ATTACHMENT 1

Insert any applicable Service Addenda
(there may be none)

DEDICATED INTERNET SERVICES ADDENDUM

1. INTERCONNECTION SPECIFICATIONS. Dedicated Internet service will be delivered using American National Standards Institute (“ANSI”) specifications. The signal characteristics and supported MAC Layers at the Network Interface (“NI”) will be as specified in the ANSI standards. The physical NI will be dependent on the physical data rate contracted.

2. PERFORMANCE STANDARDS. Dedicated Internet service standards apply on a one-way basis between the Dedicated Internet Service edge router at the point of demarcation (“DEMARC”) and CCI’s ingress/egress Internet uplinks. When a third-party provider is used to extend the CCI network, standards apply only to the CCI network handoff (Network to NI) to the third party. Dedicated Internet service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual end-to-end availability and performance of Dedicated Internet service may be affected by the customer-provided equipment, dependent upon the type and quality of customer-provided equipment used.

3. AVAILABILITY OBJECTIVE. Availability is a percentage of total time that service is operative when measured over a 30-consecutive-day (720-hour) period. The end-to-end availability standards for Dedicated Internet service are:

CCI MARKET	SPECIFICATION	AVAILABILITY
CCI Legacy Markets	Access – With Redundant CPE*	99.995%
CCI Legacy Markets	Access – With Non Redundant CPE	99.95%
CCI NNE Markets**	Access – With Redundant CPE	99.995%
CCI NNE Markets	Access – With Non Redundant CPE	99.95%

*Redundant CPE consists of two (2) NIs on two (2) different CPE devices and two (2) different uplink fiber pairs at each of your sites terminating in two (2) core nodes in two (2) different CCI offices (dual homed).

**CCI NNE Markets include Maine, New Hampshire and Vermont

4. INOPERABILITY. Dedicated Internet service is considered inoperative when there has been a loss of signal.

5. REPAIR AND SCHEDULED MAINTENANCE. Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of Dedicated Internet service by you for testing. You will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards will not apply during scheduled maintenance periods.

6. SLA SERVICE CREDIT PROCESS. SLA credits will be granted for Dedicated Internet service if CCI fails to meet service parameters as previously defined under Availability, subject to the following terms and conditions. CCI reserves the right to change, amend or revise this policy at any time. For the SLA credit process, please refer to the terms and conditions on your contract.

ACTUAL SERVICE AVAILABILITY	CONFIGURATION			EXAMPLE FOR 30-DAY MONTH
	Redundant	Non-Redundant	Type 2	
100%-99.999%	0%	0%	0%	Less than 40 sec
99.999%-99.95%	5%	0%	0%	40 sec up to 24min
99.95%-99.5%	10%	10%	0%	24 min up to 4 hrs
99.5%-98.9%	25%	25%	0%	4 hrs up to 8 hrs
98.9%-98.2%	40%	40%	0%	8 hrs up to 12 hrs
<98.2%	50%	50%	0%	Greater than 12 hrs

Dedicated Internet Services Addendum, v20211123

REFERENCES

Reference 1	Detail
Reference Company Name:	San Juan Unified School District
Project Description:	Ethernet, Voice, Data
Contact Name:	Peter Skibitzki, Senior Director of Information Technology
Contact Phone Number:	916-971-5735
Equipment / Services Installed:	Ethernet, Voice, Data
Date of Contract:	CCI Customer for over 10 Years
Reference 2	Detail
Reference Company Name:	Dry Creek School District
Project Description:	Internet and WAN Services
Contact Name:	Brad Tooker, Superintendent
Contact Phone Number:	916.770.8870
Equipment / Services Installed:	Data Transport Services
Date of Contract:	CCI Customer for over 10 Years
Reference 3	Detail
Reference Company Name:	Roseville City School District
Project Description:	Multiples SIP/PRI's, Centrex, T1 Circuits, Internet & WAN/Broadband Services
Contact Name:	Laura Assem, Director of Technology
Contact Phone Number:	(916) 771-1600
Equipment / Services Installed:	Adtran, MRV's & ASR900 Series
Date of Contract:	Current Contract dated 2013; 25-year customer