

Network Service Proposal

National Cooperative Purchasing Alliance
Request for Proposal

Telecommunication Services
July 11, 2019

Rich Scheid
SEAE
90 Lake Drive
East Windsor, NJ 08520
908-624-6780
rich_scheid@cable.comcast.com



COMCAST
BUSINESS

BEYOND FAST

COMCAST BUSINESS

Transmittal Letter

July 11, 2019

NCPA-Bid RFP #14-19
National Cooperative Purchasing Alliance
18850 Highway 351
Abilene, Texas 79601

Dear NCPA,

Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with National Cooperative Purchasing Alliance and its representatives. Comcast is pleased to provide this proposal (the "proposal") to National Cooperative Purchasing Alliance ("National Cooperative Purchasing Alliance") for managed network services in response to the request for proposal; Telecommunication Services, dated for National Cooperative Purchasing Alliance.

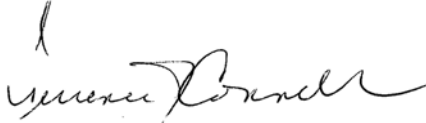
National Cooperative Purchasing Alliance is responsible for compliance with applicable state and local procurement laws. It is our understanding that National Cooperative Purchasing Alliance, based on this request for proposal, is not seeking services pursuant to the State Procurement code or under a current cooperative purchasing agreement between Comcast and the State under which National Cooperative Purchasing Alliance is a qualified buyer.

As you proceed in the selection process, please feel free to contact your SEAE, Rich Scheid, at 908-624-6780, with any questions, comments, or concerns.

The Enterprise Services Master Services Agreement included in the Appendix represents the sole terms and conditions upon which the above mentioned services are being offered except to the extent prohibited by state and local procurement law. No statement made in the proposal shall be considered a contractual term unless expressly included in the aforementioned Enterprise Services Master Services Agreement or as agreed upon by the parties as a result of contract negotiations. Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Enterprise Services Master Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,

Comcast Business Communications, LLC



Terrence J. Connell
Senior Vice President

COMCAST BUSINESS

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Comcast Business Communications, LLC, a Pennsylvania limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries (including, but not limited to, Comcast Cable Communications Management, LLC); together offering services throughout this Network Service Proposal identified as "Comcast".

COMCAST BUSINESS

Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. We bring scalability, reliability, resiliency, and leading edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep advanced network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. National Cooperative Purchasing Alliance will be able to exchange data at the proposed speeds from each site.

Comcast's proposal offers a flexible solution that is capable of meeting your demands. Other Comcast advantages include:

Performance

- Performance improvements and managed costs as compared to legacy WAN technologies like T1, Frame Relay, ATM, and private lines

Resilient, robust enhanced network to support your operations.

- Redundant core network architecture
- A network covering 160,000 fiber route miles

Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 100Gbps

Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for advanced, efficient and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 120 days.

Request for Proposal (RFP) for Telecommunication Services

Solicitation Number: 14-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23rd, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Telecommunication Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Telecommunication Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Telecommunication Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 14-19



Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Telecommunication Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

| | |
|-------------------------------|---|
| From: | <u>Rich Scheid - SEAE</u> |
| Company: | <u>Comcast Business Communications, LLC</u> |
| Address: | <u>One Comcast Center - 1701 JFK Blvd.</u> |
| City, State, Zip: | <u>Philadelphia, PA 19103</u> |
| Solicitation Name and Number: | <u>14-19</u> |
| Due Date and Time: | <u>July 23, 2019 - 2 PM CST</u> |

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support in accordance with the Comcast Product Specific Attachment ("PSA") as found in the Administrative Agreement.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - If requested by the Customer, and if said Customer is a government entity subject to appropriated funds, any contracts exceeding one (1) year shall include a standard "funding out" clause.
 - ! contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. To the extent tax exemption is claimed by a contracting entity, said entity shall have the sole responsibility regarding said status and with providing Comcast with a valid tax exemption certificate.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers).

- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with the NCPA.

- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ◆ Warranty
 - Services shall be provided pursuant to the terms and conditions in the applicable Comcast PSA and Service Level Agreement (SLA) and are in lieu of any and all warranties.

- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Eligibility Entity

The participating entities ("Participating Entity") eligible to order under this Agreement are limited to the following:

1. Public School Districts
2. Public Higher Education (including Universities, Community Colleges and Technical/Vocational Schools)
3. Cities
4. Counties
5. Local Government
6. State Agencies

Comcast, in its sole discretion, may refuse any order prior to provisioning of service.

Nothing herein is intended to prevent Comcast from entering into any Agreement with any entity, regardless of inclusion in NCPA

◆ Supplemental Agreements

- The Participating Entity in this contract and the awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- The Comcast Terms and Conditions shall govern any agreement between the Participating Entity and Comcast. Any supplemental agreement shall be an amendment to the Comcast Terms and Conditions, defined below, as they apply solely to the Participating Entity.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity notice in accordance with policy provisions of any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

➤ Each of the parties agrees to comply with all applicable local, state and federal laws, regulations and ordinances in the performance of its respective obligations under this Agreement.

◆ Miscellaneous

➤ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. Any active Sales Order shall continue until Terminated in accordance with the Comcast Terms and Conditions which govern any agreements between the Participating Entity and Comcast.

◆ Open Records Policy

➤ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

➤ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request, as modified herein. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form. Each and every signature block requires authorized signature of the specific party.

◆ Individual Comcast Enterprise Sales Order Agreements

The Participating Entity detailed on the Sales Order shall be responsible for any and all Customer performance under the applicable Sales Order.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

For the avoidance of doubt, the following documents, in the order of precedence ("Order of Precedence"), shall constitute the entire Master Agreement ("Master Agreement") between the Parties:

1. Comcast Enterprise Services General Terms and Conditions ("Comcast Terms and Conditions"), located at <http://business.comcast.com/terms-conditions-ent> (or subsequent URL) ("Comcast Website")
2. Applicable Comcast Product-Specific Attachment ("PSA") located on the Comcast Website.
3. Comcast Enterprise Sales Order Agreement
4. These NCPA Master Agreement Terms and Conditions
5. NCPA Administration Agreement

Prices are guaranteed: **120 days**

The Comcast terms and conditions should govern any agreement between the parties, except to the extent required / prohibited by law, or as mutually negotiated by the parties post RFP-award.

Company name Comcast Business Communications, LLC

Address One Comcast Center - 1701 JFK Blvd.

City/State/Zip Philadelphia, PA 19103

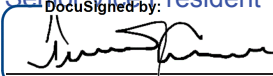
Telephone No. 412-747-6489

Fax No. 215-286-1040

Email address william_eubanks@cable.comcast.com

Printed name Terrence J. Connell

Position with company Senior Vice President

Authorized signature 
DocuSigned by:
FD73F93A87384B1...

Company name National Cooperative Purchasing Alliance

Address PO Box 701273

City/State/Zip Houston, TX 77270

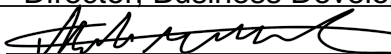
Telephone No. (888) 543-6515

Fax No. _____

Email address mmackel@ncpa.us

Printed name Matthew Mackel

Position with company Director, Business Development

Authorized signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Comcast Business Communications (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 01-98, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Telecommunication Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

The Comcast Enterprise Service Agreement, located at <http://business.comcast.com/terms-conditions-ent> (or any subsequent URL) shall govern any agreement between Comcast and the Participating Entity for the provisioning of Comcast Services.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
 - Upon the termination of this Agreement, any new Sales Order, including renewal of Service, with any Participating Entity, shall be exclusively between Comcast and the Participating Entity with no obligation between Comcast and NCPA.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
| | | | | |
| | | | | |
| | | | | |

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| <u>Annual Sales Through Contract</u> | <u>Administrative Fee</u> |
|--------------------------------------|---------------------------|
| 0 - \$30,000,000 | 2% |
| \$30,000,001 - \$50,000,000 | 1.5% |
| \$50,000,001+ | 1% |

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

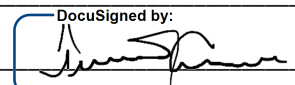
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

Comcast Business Communications, LLC

National Cooperative Purchasing Alliance:

Vendor:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: August 1, 2019

Name: Terrence J Conell
 Title: Senior Vice President, Sales and Operations
 Address: One comcast Center
Philadelphia, PA 19103-2838
 Signature: 
 Date: 8/30/2019

No statement made in the proposal shall be considered a contractual term unless expressly included in a contract mutually negotiated between the parties as part of the post bid submission process. At that time, Comcast would be amenable to negotiating modifications to the Contract appended to the RFP, to the extent allowed by law or as mutually negotiated by the parties, and to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution. Comcast also reserves the right to include any additional terms and conditions upon which the above mentioned services are being specifically offered by Comcast as a highly regulated provider of such services.

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> California | <input checked="" type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Missouri | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input checked="" type="checkbox"/> Washington |
| <input checked="" type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> New Hampshire | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input checked="" type="checkbox"/> New York | |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> North Carolina | |
| <input checked="" type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Ohio | |
| <input checked="" type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Oregon | |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Pennsylvania | |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ **Minority** **and Women**
Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Philadelphia, State of Pennsylvania

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

| | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 Contact Person: enterprise billing@cable.comcast.com
 Title: _____
 Company: Comcast Business Communications, LLC
 Address: PO Box 37601
 City: Philadelphia State: PA Zip: 19101
 Phone: 800-741-4141 Email: cbarmgmt@comcast.com

- Purchase Orders

Contact Person: Rich Scheid
 Title: SEAE
 Company: Comcast Business Communications, LLC
 Address: 90 Lake Drive
 City: East Windsor State: NJ Zip: 08520
 Phone: 908-624-6780 Email: rich_scheid@cable.comcast.com

- Sales and Marketing

Contact Person: Rich Scheid
 Title: SEAE
 Company: Comcast Business Communications, LLC
 Address: 90 Lake Drive
 City: East Windsor State: NJ Zip: 08520
 Phone: 908-624-6780 Email: rich_scheid@cable.comcast.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

| Cooperative/State Agency | Discount Offered | Expires | Annual Sales Volume |
|---------------------------------------|--|---------|---------------------|
| Educational Services Commission of NJ | Comcast considers this information as confidential | | |
| | | | |
| | | | |
| | | | |
| | | | |

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
Comcast Business Communications, LLC
- ◆ Brief history of your company, including the year it was established.
Please refer to the Comcast Service Proposal, section Company Background
- ◆ Company's Dun & Bradstreet (D&B) number.
968185491
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
Rich Scheid, Enterprise Sales Executive; Patrick Davis, Sales Engineer; David Egan, Sales Director;
Contract Managers for Northeastern Market, and Executive Corporate Management for Financial approval.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
There are many such offices in New Jersey, Pennsylvania, and other NCPA states. Main Sales office for this is located at 90 East Lake Drive, East Windsor, NJ 08520 and POC is Rich Scheid, Sales Executive 908-624-6780 rich_scheid@cable.comcast.com
- ◆ Define your standard terms of payment.
Net 30 Days
- ◆ Who is your competition in the marketplace?
Comcast considers this confidential
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
Comcast considers this confidential information. Please go to <https://www.cmcsa.com/financials/annual-reports> to view annual financial reports for years requested
- ◆ What differentiates your company from competitors?
Comcast's superior performance, resilient, robust network, highly reliable and scalable services, proactive monitoring, and dedicated Enterprise support
- ◆ Describe how your company will market this contract if awarded.
Your Comcast Sales Executive will work with you to jointly and satisfactorily agree on all aspects of the solution, design, sale, and contract.
- ◆ Describe how you intend to introduce NCPA to your company.
Comcast currently provides services to NCPA and has a dedicated sales and support team
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
Not available at this time
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24 x 7 x 365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois.
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,
Comcast maintains environmental policy, standards and guidance that addresses expectations related to applicable environmental regulations. These initiatives are led by Comcast's Sustainability Office and the Environmental Department. Please find attached Sustainability graphic.

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

[Please see provided Certificate of Employee Information Report](#)

COMCAST BUSINESS

Tab 4 - Company Overview

Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation’s largest with over \$94 billion in revenue in 2018. We are one of the nation’s leading providers of information, communications and entertainment products and services with over 25 million Internet customers, 12 million voice customers, 23 million video customers and 2.3 million business customers.

With over 184,000 employees across the US, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 88,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 160,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast’s advanced network delivers reliable and scalable services for businesses of any size.

Diverse Network with National Reach



| | | | | | |
|--|--|--|------------------------------------|--|---|
| | Over 2 Million Ethernet enabled buildings | | 160k fiber route miles | | One of the largest Voice over IP providers in the nation |
| | 115+ Tbps of edge capacity and growing | | 700+ connected data centers | | |

Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of one of the largest cable communications company in the United States and headquartered in Philadelphia. Building upon Comcast and its subsidiaries’ reputation as pioneers in developing innovative communications products and services for consumers, Comcast Business is bringing innovative technology and service capabilities to businesses, government, and educational organizations within Comcast Cable markets.

COMCAST BUSINESS

Comcast Business leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to commercial customers. An advanced network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast Business to deliver superior broadband services to a range of businesses and organizations — small, medium, and large.

Consistent with Comcast Business' strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast Business has made significant investments in its technologies, business, and operating support systems, as well as network professionals. These investments have resulted in scalable services, an advanced network, and superior service levels for those businesses and organizations served in the Comcast Business markets. Also, the extensive footprint of the network allows Comcast Business to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast Business and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast Business visit <http://business.comcast.com/about-us/comcast-business>.

Financial Qualifications

Comcast Business is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast Business receives its funding. As such, Comcast Business is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast Corporation financial statements and earnings press releases posted on the Comcast Corporate web page: <https://www.cmcsa.com/financials/annual-reports>.

Supplier Diversity Program

Diversity in our supply base is integral to our continued success. Our Supplier Diversity Program is designed to promote, increase and improve the participation of diverse businesses within our supply chain. It provides Comcast purchasers with reliable resources, creates jobs, strengthens our purchasing power and builds value for our shareholders.

Comcast NBCUniversal spent \$14.7 billion with diverse suppliers since 2010, including more than \$3.6 billion in 2017 with diverse Tier I suppliers. In addition, Comcast NBCUniversal was inducted into the Billion Dollar Roundtable, and we are the first media and technology company to join this prestigious list. We aim to provide equal access and opportunity to all suppliers, and to facilitate nondiscriminatory business relationships with diverse firms.

We also have a Tier II (subcontracting) program for vendors that may not be able to work directly as primary suppliers. We partner with non-diverse prime contractors and strongly encourage joint ventures, partnerships, and subcontracting as methods to create additional business opportunities for diverse vendors. Since 2012, Comcast and NBCUniversal spent \$ 1.8 billion with Tier II diverse subcontractors.

Active partnerships with organizations that support the inclusion of all vendors is a key success factor for our Supplier Diversity Program. Comcast is proud to support and collaborate with partner organizations to increase economic capacity for organizations and owners representing diverse communities. Comcast and NBCUniversal partner with supplier diversity organizations throughout the country. Our partners include:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- National Veteran-Owned Business Association (NaVOBA)
- U.S. Hispanic Chamber of Commerce (USHCC)
- U.S. Pan Asian American Chamber of Commerce (USPAACC)
- The National Center for American Indian Enterprise Development (NCAIED)
- National Black Chamber of Commerce (NBCC)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Walter Kaitz Foundation

COMCAST BUSINESS

We are honored by the recognition our Supplier Diversity Program receives. Below is a snapshot of some of our awards:

- For the third consecutive year in 2018, Comcast NBCUniversal was named among the National Business Inclusion Consortium's (NBIC) Best-of-the-Best companies for diversity, which recognizes outstanding achievement in promoting cross-segment diversity and inclusion.
- DiversityInc ranked Comcast NBCUniversal #2 among its 2018 "Best Companies for Supplier Diversity."
- Comcast NBCUniversal was recognized as a 2018 Best-of-the-Best Top Supplier Diversity Program by Black EOE Journal.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by U.S. Veterans Magazine, which will feature the company in its "Salute to Veterans" issue in mid-August 2018.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by Hispanic Network Magazine.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by Professional WOMAN's Magazine, which will feature the company in its "Wonder Women of the Year" issue in mid-September 2018.
- Comcast NBCUniversal ranked #25 among Omnikal's "Top 50 Corporations for Inclusive Majority Business Opportunities." 2018 marks our 13th consecutive year on the list. (Omnikal was previously known as DiversityBusiness.com)
- Comcast NBCUniversal was recognized by Business Equality Network (BEQ) Pride in 2018 for "Business Equality Excellence." BEQ Pride is a national quarterly publication focused on the LGBTQ business community.
- Comcast NBCUniversal earned a place among Black Enterprise's 2017 "Top 50 Companies for Supplier Diversity."
- Comcast NBCUniversal was recognized by Disability:IN (formerly the US Business Leadership Network) with its 2017 Leadership Award for "Top Corporation for Disability-Owned Businesses."

Additional information regarding Comcast's Supplier Diversity program is available at:
<http://corporate.comcast.com/our-values/diversity-inclusion/supplier-diversity>



Industry Awards

Over the years, Comcast Business has been the recipient of several Metro Ethernet Forum (MEF) awards. These awards recognize excellence and innovation in the emerging Third Network community. In 2017, Comcast Business received the MEF Enterprise Application of the Year in the Health and the Sports & Enterprise categories. These awards recognize the most innovative use of Carrier Ethernet



(CE) services to meet the requirements of health and sports & entertainment related applications. Comcast Business is the first carrier in the world to be MEF CE 2.0 certified, leading the industry and demonstrating our commitment to enterprises.

General Information

| | |
|---------------------------------------|--|
| Legal Name of Business | Comcast Business Communications, LLC (CBC) |
| Ownership Structure | Limited Liability Corporation and Wholly-owned subsidiary of Comcast Corporation |
| Years in Business | CBC began offering services to small businesses in 2006. |
| Corporate Officers | Terrence J. Connell, Senior Vice President Daniel J. Carr, Vice President Michael D. Maloney, Vice President |
| Accounting & Disbursements | Michael Salvia, Vice President, Finance |
| FEIN | 23-1709202 (Comcast Cable Communications Management, LLC) |

COMCAST BUSINESS

| | | | | | | | |
|--------------------------------------|---|------------------------------|-------------|--------------------------------------|-------------|--------------------------------------|-------------|
| Bank Reference | <p>Wells Fargo 101 North Independence Mall East Philadelphia, PA 19106</p> <p>JP Morgan Chase Bank, N.A. 14800 Frye Road Fort Worth, TX 76155-2732</p> | | | | | | |
| Supplier Reference | <p>Cisco 9850 Double R Boulevard Park Center East Reno, NV 89521 Rajshi Sidher, Credit Manager rsidher@cisco.com</p> <p>General Instrument Corporation <i>dba</i> Motorola Mobility, Inc. Broadband Communications Sector Communications Enterprise 101 Tournament Drive Horsham, PA 19044 Susan Bernard, Mgr. Accounts Receivable (215) 323-1288</p> | | | | | | |
| Dunn and Bradstreet Number | <table border="0"> <tr> <td>Comcast Business Corporation</td> <td>05-715-6663</td> </tr> <tr> <td>Comcast Cable Communication Division</td> <td>78-767-2310</td> </tr> <tr> <td>Comcast Business Communications, LLC</td> <td>96-818-5491</td> </tr> </table> | Comcast Business Corporation | 05-715-6663 | Comcast Cable Communication Division | 78-767-2310 | Comcast Business Communications, LLC | 96-818-5491 |
| Comcast Business Corporation | 05-715-6663 | | | | | | |
| Comcast Cable Communication Division | 78-767-2310 | | | | | | |
| Comcast Business Communications, LLC | 96-818-5491 | | | | | | |

COMCAST BUSINESS

Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include: Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

Network Operations

The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24 x 7 x 365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois. Each is staffed to answer any questions, perform changes to existing services and assist with technical troubles. The Customer Care Centers are staffed with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem. The Network Operations group also provides technical support and responds to trouble calls from network service customers including carriers, TLS and Native ATM customers, and voice product customers, through a staff of Technical Support Representatives (TSRs). The Comcast NOC also operates a 24 x 7 x 365 Technical Customer Support helpdesk that responds to calls for all of Comcast services.

The NOC maintains a staff of engineers and technicians with an average of 12 years' tenure, thus ensuring business continuity. This staff is trained in an array of networks, elements, and technologies in the Comcast network (Ethernet, ATM, Frame Relay, SONET, T-1/T-3, local and long-distance telephony, Internet Access, and LAN/WAN based services). Comcast engineers and technicians have earned many industry certifications, including: CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

One-Stop-Shop – Care for all levels of Business products.

Planned Maintenance – Seven day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBX products.

Dedicated Project Managers for accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

Proactive Monitoring at the customer premise level allows quick resolution to network issues with fast response times. Comcast will generate a ticket if an alarm has been triggered on our network.

Enterprise Monitoring - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core (ATM, IP, and Optical) network. They perform on-site repairs and trouble-shooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the “on-site” presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

Network Security

COMCAST BUSINESS

The Comcast Information Security Policy set defines the rules and processes that protect the information resources of Comcast. This set consists of supporting policies and standards including, but not limited to, Access Control, Business Continuity, Content Protection, Network Security, Physical and Environmental Security, etc.

Policies are reviewed at minimum annually. In some cases, internal or external drivers may warrant additional reviews of the policies. The Policy and Governance Council (PGC) is responsible for the maintenance of technology security policies and standards administered across Comcast.

Network Management Reporting

Comcast Business provides customers access to a web-based portal that is a central location where customers can view and manage their Ethernet services. Through the portal, customers can view their Ethernet sites and services including UNI ID, EVC ID, port speed, access type, bandwidth, and Class of Service (CoS). Additionally, customers can view historical performance data including latency, packet loss, jitter, availability, and utilization. Customer will be given a secure web login to review the external reporting data at their convenience.

COMCAST BUSINESS

Comcast Escalation Procedures

NOC End user support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24 x 7 x 365. Technicians remain on call 7 x 24 to assist with major problems. The NOC may also dispatch technicians 7 x 24. Customers are welcome to request to speak with a supervisor or manager at any time.

| Priority 1 | | Shift Lead | Manager | Director | Vice President |
|--|--------------------|------------|----------|----------|----------------|
| Total outage; multiple customers or multiple locations | Business Hours | 15 Min. | 30 Min. | 1 Hour | 3 Hours |
| | Non-Business Hours | 1 Hour | 2 Hours | 6 Hours | 8 Hours |
| Priority 2 | | Shift Lead | Manager | Director | Vice President |
| Total outage, single customer/single location, or partial outage of multiple customers or multiple locations | Business Hours | 1 Hour | 2 Hours | 4 Hours | 12 Hours |
| | Non-Business Hours | 2 Hours | 4 Hours | 12 Hours | - |
| Priority 3 | | Shift Lead | Manager | Director | Vice President |
| Partial outage, single customer or location | Business Hours | 2 Hours | 4 Hours | 12 Hours | - |
| | Non-Business Hours | 6 Hours | 12 Hours | - | - |

Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

| Category | Objective |
|---|------------|
| Network Availability | 99.99% |
| Mean Time to respond telephonically to call | 15 minutes |
| Mean time to restore On-Net equipment | 4 hours |
| Mean time to restore On-Net fiber | 6 hours |

COMCAST BUSINESS

Tab 5 - Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

Comcast Ethernet Network Service

Comcast Ethernet Network Service is a reliable, cost effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or ATM, offering a flexible and scalable network solution. Perfect for organizations with many locations and high data traffic, Comcast Ethernet Network Service enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN).

Comcast Ethernet Dedicated Internet Service

Comcast Ethernet Dedicated Internet Service is a simple, reliable and flexible alternative to traditional private line dedicated Internet access services, providing high bandwidth and increased efficiencies. Ethernet Dedicated Internet provides an Ethernet Virtual Connection (EVC) from the customer premises location to a Comcast Internet Point of Presence (POP) router. Our Ethernet interface enables compatibility with your LAN.

Comcast Ethernet Private Line Service

Comcast Ethernet Private Line Service is a reliable, flexible, high bandwidth alternative to traditional TDM Private Lines, enabling customers to connect their Customer Premises Equipment (CPE) using a low cost Ethernet interface. Your organization can meet the demand of bandwidth-intensive applications without disrupting your internal customers' needs with flexible, scalable point-to-point configurations delivering high-capacity fiber connections between two sites.

Comcast Ethernet Virtual Private Line Service

Comcast Ethernet Virtual Private Line Service is a reliable, flexible, cost effective alternative to traditional TDM Private Lines, Frame Relay or ATM, delivering the high bandwidth you need. Similar to Ethernet Private Line, Ethernet Virtual Private Line provides an Ethernet Virtual Connection (EVC) between two customer locations, replacing frame relay or ATM services while also supporting Service Multiplexed User Network Interfaces (UNI), allowing for a single physical connection to customer premise equipment for multiple virtual connections.

Proposed Solution

Comcast Business Ethernet

RELIABLE, RESILIENT DESIGN

High network availability, minimal latency and low packet loss

FULLY SCALABLE SOLUTIONS

Symmetrical dedicated bandwidth configurable from 1Mbps to 100 Gbps

BROAD & DIVERSE NETWORK

Your information travels across our own enhanced fiber network with 160,000 national route miles of fiber

REDUNDANT CORE ARCHITECTURE

Rapid recovery time from network incidences

OUR COMCAST BUSINESS PROMISE

Dedicated project managers, proactive monitoring to the customer premise, and 24x7 dedicated enterprise support

TOP APPLICATIONS

- Remote LAN connectivity
- High-speed Internet access
- Server consolidation
- Data storage, backup, and recovery
- Transport for VoIP



COMCAST BUSINESS

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Finally, Comcast will supply dedicated access to the Internet using Comcast's Ethernet Dedicated Internet Service (EDI). EDI is a symmetrical, dedicated Internet access service provisioned on an Ethernet platform that is easy and fast to upgrade. Comcast will provision Internet connectivity for the sites to jointly access the Internet. Your organization will have the ability to scale that connection in 1 Mbps increments up to 10 Mbps or 10 Mbps increments up to 100 Mbps or 100 Mbps increments up to 100 Gbps depending on configuration.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering superior flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

COMCAST BUSINESS

Technical Specifications

Ethernet Network Service Description

Service Description

Comcast Ethernet Network Service (ENS) enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS is a reliable, more flexible, scalable, and cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or IP VPNs.



ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments from 1Mbps to 10Gbps.

Comcast's Ethernet Network Service is Certified MEF Compliant.

Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

| UNI Speed | UNI Physical Interface | CIR Increments | CBS (bytes) |
|-----------|--------------------------|----------------|-------------|
| 10Mbps | 10BaseT | 1Mbps | 25,000 |
| 100Mbps | 100BaseT | 10Mbps | 250,000 |
| 1Gbps | 1000BaseT or 1000BaseSX | 100Mbps | 2,500,000 |
| | | 1000Mbps | 25,000,000 |
| 10Gbps | 10GBASE-SR or 10GBASE-LR | 10000Mbps | 25,000,000 |

Figure 1: Available UNI Interface types and CBS values for different CIR Increments

1.2 Maximum number of UNIs. The service supports up to 100 UNIs per network. Additional UNIs are considered on an Individual Case Basis (ICB).

1.3 Class of Service Options. The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HFC) Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

| Performance Objective | Class of Service (CoS) | | |
|--|------------------------|----------|----------|
| | Premium | Priority | Basic |
| On-Net Services (< 250 miles) | | | |
| Latency (one way) | < 12ms | < 23ms | < 45ms |
| Jitter (one way) | < 2ms | < 10ms | < 20ms |
| Packet Loss (one way) | < 0.001% | < 0.01% | < 1% |
| Availability (On-Net Services delivered via Fiber) | > 99.99% | > 99.99% | > 99.99% |
| Availability (On-Net Services delivered via HFC Network) | Not Applicable | > 99.9% | > 99.9% |
| Off-Net Services delivered via Fiber | | | |
| Availability | > 99.95% | > 99.95% | > 99.95% |
| Off-Net Services delivered via Non-Fiber | | | |
| Availability | > 99.9% | > 99.9% | > 99.9% |

Figure 2: CoS Performance Objectives

1.4 CoS Identification and Marking. The customer must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

| CoS | 802.1p |
|----------|--------|
| Premium | 5 |
| Priority | 2-3 |
| Basic | 0-1 |

Figure 3: CoS Marking

1.5 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard this traffic. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

1.6 MAC Addresses. Comcast supports up to 250 MAC addresses per UNI and up to 2500 MAC addresses per ENS Domain.

1.7 Maximum Frame Size. The service supports a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB).

1.8 VLAN Tag Preservation. The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned Customer Premise Equipment (CPE) without coordination with Comcast. Comcast may reserve one VLAN for network management purposes.

1.9 Ethernet Service Frame Disposition. Different types of Ethernet frames are processed differently by the service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 4 for Comcast's service frame disposition for each service frame type.

| Service Frame Type | Service Frame Delivery |
|--------------------|--------------------------------------|
| Unicast | All frames delivered unconditionally |
| Multicast | Frames delivered conditionally |
| Broadcast | Frames delivered conditionally |

Figure 4: Service Frame Delivery Disposition

1.10 Layer 2 Control Protocol (L2CP) Processing. The service will discard, tunnel across the Comcast network, or peer (process) L2CP service frames at each UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

COMCAST BUSINESS

| Destination MAC Address | Layer 2 Control Protocol | L2CP Frame Disposition |
|---|--------------------------|---|
| 01-80-C2-00-00-00 | STP, RSTP, MSTP | Discard (All UNIs) |
| 01-80-C2-00-00-01 | PAUSE | Discard (All UNIs) |
| 01-80-C2-00-00-02 | LACP, LAMP | Discard (All UNIs) |
| 01-80-C2-00-00-02 | Link OAM | Peer or Discard (disposition specified per UNI) |
| 01-80-C2-00-00-03 | 802.1X | Discard (All UNIs) |
| 01-80-C2-00-00-07 | E-LMI | Discard (All UNIs) |
| 01-80-C2-00-00-0E | LLDP | Discard (All UNIs) |
| 01-80-C2-00-00-20 through 01-80-C2-00-00-2F | GARP, MRP | Tunnel (All UNIs) |

Figure 5: L2CP Frame Disposition

1.11 Online Reporting. Comcast provides the customer with password-protected access to online reports containing historical network traffic information. Reports may vary based on the customer solution.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Comcast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

COMCAST BUSINESS

Ethernet Dedicated Internet Description

Service Description

Comcast's Ethernet Dedicated Internet (EDI) Service provides a reliable, simpler, more flexible, and higher bandwidth options than T1 or SONET-based dedicated Internet access services. The service is offered with a 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interface (UNI) in speed increments from 1Mbps to 10Gbps subject to available capacity. The service provides an Ethernet Virtual Connection (EVC) from the customer premises location to a Comcast Internet Point of Presence (POP) router.



Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

| UNI Speed | UNI Physical Interface | CIR Increments | CBS (bytes) |
|-----------|--------------------------|----------------|-------------|
| 10Mbps | 10BaseT | 1Mbps | 25,000 |
| 100Mbps | 100BaseT | 10Mbps | 250,000 |
| 1Gbps | 1000BaseT or 1000BaseSX | 100Mbps | 2,500,000 |
| | | 1000Mbps | 25,000,000 |
| 10Gbps | 10GBASE-SR or 10GBASE-LR | | |

Figure 1: Available UNI interface types and CBS values for different CIR Increments.

1.2 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate (CIR). If the customer-transmitted bandwidth rate exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. The customer's router must shape their traffic to their contracted CIR.

1.3 Maximum Frame Size. The service supports a maximum transmission unit (MTU) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

1.4 Layer 2 Control Protocol (L2CP) Processing. All L2CP frames are discarded at the UNI.

1.5 IP Address Allocation. IP address space is an essential requirement for all Internet access services. Comcast assigns eight (8) routable IPv4 addresses to each customer circuit. Customers can obtain additional IPv4 addresses if required. Customers may also request a /48 of IPv6 addresses if they would like to enable a native dual stack solution.

1.6 Domain Name Service. Comcast provides primary and secondary Domain Name Service (DNS). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

1.7 Border Gateway Protocol (BGP) Routing. Comcast supports BGP-4 routing as an optional service feature. BGP-4 allows customers to efficiently multi-home across multiple ISP networks. The service requires an Autonomous System Number (ASN) be assigned to a customer by the American Registry for Internet Numbers (ARIN). Customers should also be proficient in BGP routing protocol to provision and maintain the service on their router. Section 5 "Comcast BGP Policy" provides further details. Comcast supports private peering if the customer is multi-homed to Comcast's network only.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating Customer Premise Equipment (CPE) not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the ETS as follows: Supervisor at the end of the standard interval plus one (1) hour; to the Manager at the end of the standard interval plus two (2) hours, and to the Director at the end of the standard interval plus four (4) hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1. Figure 2 lists the availability objectives for each access Ethernet access type.

| On-Net Services (≤ 250 miles) | |
|--|----------|
| Availability (On-Net Services delivered via Fiber) | > 99.99% |
| Availability (On-Net Services delivered via HFC Network) | > 99.9% |
| Off-Net Services | |
| Availability (Off-Net) | > 99.95% |

Figure 2: Availability

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

COMCAST BUSINESS

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Comcast BGP Policy

The following provides the routing requirements to interconnect with the Comcast network. Additional details of Comcast's BGP inbound/outbound network policy and traffic engineering is available upon request.

- 5.1** Customers must be multi-homed to run BGP, either:
- multi-homed within Comcast's network
 - multi-homed with Comcast and another service provider

5.2 Customers must use an Autonomous System (AS) number assigned by a regional registrar American Registry for Internet Numbers (ARIN), Réseaux IP Européens (RIPE), or Asia Pacific Network Information Centre (APNIC) etc. that is registered to their organization.

- All customer route announcements must be registered with a regional registrar. A route object must exist for each route prefix in one of the well known global routing registries such as RADB.
- The customer ASN needs to be verifiable in WHOIS database.
- Comcast will only accept private peering when the customer is multi-homed to Comcast only.
- Comcast will support a 4-byte ASN starting 01/01/2010 in accordance with ARIN policy.
- Comcast will assign a private ASN in the range of 64512-65534 for private peering and not accept any customer provided private ASN.
- Comcast will strip off the private ASN when advertising to peers.

5.3 Customers must use a router that supports BGPv4.

- Comcast will not run BGP4 with customers connected on a link with less than 2Mbps bandwidth.
- Customers are responsible to ensure their peering routers have adequate CPE processing power and memory space if a full Internet table is requested.
- Comcast will employ all best-known practices to establish, maintain, and troubleshoot BGP4 sessions with all BGP4 compliant router vendors. However, Comcast makes no warranty that it can establish and maintain a BGP4 session with any CPE due to vendor interoperability.

5.4 Customers can specify one of the following received-prefixes options:

- Default-route only
- Comcast customer routes
- Comcast customer routes + default-route
- Full routes
- Full routes + default-route

5.5 Customer must be capable of configuring their BGP session with Comcast. This includes all setup of neighbor statements and all sanity checks on customer CPE.

5.6 Comcast requests the use of an MD5 authentication key for all EBGP sessions. The customer should specify the MD5 password.

5.7 Customers must prevent redistribution from their Interior Routing Protocol (IGP) into BGP. Customers should also apply restrictive filters on outbound announcements so that only the customer's intended outbound prefixes are announced to Comcast.

5.8 Comcast will assign a /30 IP address for the interfaces that connect to Comcast's network. This will be assigned from a Comcast address block publicly registered with ARIN and already advertised as part of a larger aggregate to the Internet.

5.9 Comcast will announce any portable or non-portable net block so long as this space is larger than /24, and the space is assigned to the customer via WHOIS or RWHOIS databases. If the net block does not belong to the customer and the net block is not already being announced from the customer's AS then Comcast will need to have an LOA (Letter of Agreement) from the true owner of the block stating that they are aware of, and are accepting of the fact that our customer wants to make the announcement through Comcast.

5.10 Comcast does not alter any of its BGP4 configurations, including route-maps, filter-policies, and communities, for any individual customer, but rather will dynamically alter BGP policy dependent on the customers' employment of predefined Comcast BGP communities. This ensures the Comcast network is built and maintained in a strategic, organized, and efficient fashion and reduces mean-time-to-repair for BGP related trouble.

COMCAST BUSINESS

Ethernet Private Line Description

Service Description

Comcast Ethernet Private Line (EPL) Service is a reliable, more flexible, higher bandwidth alternative to traditional TDM Private Lines. The service enables customers to connect their Customer Premises Equipment (CPE) using a lower cost Ethernet interface. EPL enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast.



EPL provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 10Gbps.

Comcast's Ethernet Private Line Service is Certified MEF Compliant.

Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

| UNI Speed | UNI Physical Interface | CIR Increments | CBS (bytes) |
|-----------|--------------------------|----------------|-------------|
| 10Mbps | 10BaseT | 1Mbps | 25,000 |
| 100Mbps | 100BaseT | 10Mbps | 250,000 |
| 1Gbps | 1000BaseT or 1000BaseSX | 100Mbps | 2,500,000 |
| | | 1000Mbps | 25,000,000 |
| 10Gbps | 10GBASE-SR or 10GBASE-LR | 10000Mbps | 25,000,000 |

Figure 1: Available UNI interface types and CBS values for different CIR Increments

1.2 Class of Service Options. The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic over lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 network miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HFC) Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

| Performance Objective | Class of Service (CoS) | | |
|--|------------------------|----------|----------|
| | Premium | Priority | Basic |
| On-Net Services (≤ 250 miles) | | | |
| Latency (one way) | < 12ms | < 23ms | < 45ms |
| Jitter (one way) | < 2ms | < 10ms | < 20ms |
| Packet Loss (one way) | < 0.001% | < 0.01% | < 1% |
| Availability (On-Net Services delivered via Fiber) | > 99.99% | > 99.99% | > 99.99% |
| Availability (On-Net Services delivered via HFC Network) | Not Applicable | 99.9% | > 99.9% |
| Off-Net Services delivered via Fiber | | | |
| Availability | > 99.95% | > 99.95% | > 99.95% |
| Off-Net Services delivered via Non-Fiber | | | |
| Availability | > 99.9% | > 99.9% | > 99.9% |

Figure 2: CoS Performance Objectives

1.3 CoS Identification and Marking. Customers must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

| CoS | 802.1p |
|----------|--------|
| Premium | 5 |
| Priority | 2-3 |
| Basic | 0-1 |

Figure 3: CoS Marking

1.4 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

1.5 Maximum Frame Size. The service supports a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For On-Net Services delivered via the Comcast HFC Network, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped.

1.6 VLAN Tag Preservation. The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned CPE without coordination with Comcast. Comcast may reserve one VLAN for network management purposes.

1.7 Ethernet Service Frame Disposition. The service delivers all service frames associated with the EVC unconditionally across the network as specified in Figure 4.

| Service Frame Type | Service Frame Delivery |
|--------------------|--------------------------------------|
| Unicast | All frames delivered unconditionally |
| Multicast | All frames delivered unconditionally |
| Broadcast | All frames delivered unconditionally |

Figure 4: Service Frame Delivery Disposition

1.8 Layer 2 Control Protocol (L2CP) Processing. Certain L2CP frames are discarded at the UNI, tunneled across the Comcast network or peered at (processed by) the UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

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| Destination MAC Address | Layer 2 Control Protocol | L2CP Frame Disposition |
|---|--------------------------|---|
| 01-80-C2-00-00-00 | STP, RSTP, MSTP | Tunnel (All UNIs) |
| 01-80-C2-00-00-01 | PAUSE | Discard (All UNIs) |
| 01-80-C2-00-00-02 | LACP, LAMP | Discard (disposition specified per UNI) |
| 01-80-C2-00-00-02 | Link OAM | Peer or Discard (disposition specified per UNI) |
| 01-80-C2-00-00-03 | 802.1X | Tunnel (All UNIs) |
| 01-80-C2-00-00-07 | E-LMI | Tunnel (All UNIs) |
| 01-80-C2-00-00-0E | LLDP | Tunnel (All UNIs) |
| 01-80-C2-00-00-20 through 01-80-C2-00-00-2F | GARP, MRP | Tunnel (All UNIs) |

Figure 5: L2CP Frame Disposition

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating CPE not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Comcast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

COMCAST BUSINESS

Ethernet Virtual Private Line Description

Service Description

Comcast Ethernet Virtual Private Line (EVPL) Service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service is a reliable, more flexible, higher bandwidth and cost effective alternative to traditional TDM Private Lines, Frame Relay or ATM Layer 2 VPNs and IP VPNs.



EVPL offers three Classes of Service (CoS) including: Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 10Gbps.

Comcast's Ethernet Network Service is Certified MEF Compliant.

Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

| UNI Speed | UNI Physical Interface | CIR Increments | CBS (bytes) |
|-----------|--------------------------|----------------|-------------|
| 10Mbps | 10BaseT | 1Mbps | 25,000 |
| 100Mbps | 100BaseT | 10Mbps | 250,000 |
| 1Gbps | 1000BaseT or 1000BaseSX | 100Mbps | 2,500,000 |
| | | 1000Mbps | 25,000,000 |
| 10Gbps | 10GBASE-SR or 10GBASE-LR | 10000Mbps | 25,000,000 |

Figure 1: Available UNI interface types and CBS values for different CIR Increments

1.2 Service Multiplexing. The service enables customers to multiplex multiple services (EVCs) on a given UNI. A typical application for EVPL is to upgrade a hub and spoke topology where several remote (spoke) sites need to connect to a regional or central (hub) site. The hub site can have all remote site EVCs multiplexed on a single UNI eliminating the need for multiple ports on the customer's router or Ethernet switch. Note that when service multiplexing is used, the sum of CIR bandwidth for all EVCs multiplexed at the UNI cannot exceed the UNI port speed.

1.3 Class of Service Options. The service offers three classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic over lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 network miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the HFC Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

| Performance Objective | Class of Service (CoS) | | |
|--|------------------------|----------|----------|
| | Premium | Priority | Basic |
| On-Net Services (~ 250 miles) | | | |
| Latency (one way) | < 12ms | < 23ms | < 45ms |
| Jitter (one way) | < 2ms | < 10ms | < 20ms |
| Packet Loss (one way) | < 0.001% | < 0.01% | < 1% |
| Availability (On-Net Services delivered via Fiber) | > 99.99% | > 99.99% | > 99.99% |
| Availability (On-Net Services delivered via HFC Network) | Not Applicable | 99.9% | > 99.9% |
| Off-Net Services delivered via Fiber | | | |
| Availability | > 99.95% | > 99.95% | > 99.95% |
| Off-Net Services delivered via Non-Fiber | | | |
| Availability | > 99.9% | > 99.9% | > 99.9% |

Figure 2: CoS Performance Objectives

1.4 CoS Identification and Marking. Customers must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

| CoS | 802.1p |
|----------|--------|
| Premium | 5 |
| Priority | 2-3 |
| Basic | 0-1 |

Figure 3: CoS Marking

1.5 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the intended CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

1.6 Maximum Frame Size. The service supports a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged or 802.1Q tagged frame sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For On-Net Services delivered via the Comcast HFC Network, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped.

1.7 VLAN Tag Preservation. The service supports IEEE 802.1Q VLAN-tagged customer frames. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS conforming to the C-VLAN/EVC map are transmitted and received unaltered by the service. If a native VLAN is specified by the customer in the C-VLAN/EVC map, untagged frames are mapped to the native VLAN and transmitted over the corresponding EVC. Customers must coordinate their C-VLAN add/move/delete/changes with Comcast. Comcast may reserve one VLAN for network management purposes.

1.8 Standard number of EVCs per UNI: up to 20 for Off-Net Services and On-Net Services delivered via fiber. Additional EVCs are available, charges may apply. Only one EVC is permitted for On-Net Services delivered via the Comcast HFC Network.

1.9 Standard number of VLAN IDs per EVC: up to 20. Additional VLAN IDs are available, charges may apply. Only 1 VLAN ID is permitted for On-Net Services delivered via the HFC Network.

1.10 Ethernet Service Frame Disposition. All Frames are delivered conditionally through the network based on which EVCs they are sent to as specified in the VLAN ID to EVC map provided by the customer. Refer to Figure 4 for Comcast's service frame disposition for each service frame type.

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| Service Frame Type | Service Frame Delivery |
|--------------------|--------------------------------|
| Unicast | Frames delivered conditionally |
| Multicast | Frames delivered conditionally |
| Broadcast | Frames delivered conditionally |

Figure 4: Service Frame Delivery Disposition

1.11 Layer 2 Control Protocol (L2CP) Processing. Certain L2CP frames are discarded at the UNI, tunneled across the Comcast network or peered at (processed by) the UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

| Destination MAC Address | Layer 2 Control Protocol | L2CP Frame Disposition |
|---|--------------------------|---|
| 01-80-C2-00-00-00 | STP, RSTP, MSTP | Discard (All UNIs) |
| 01-80-C2-00-00-01 | PAUSE | Discard (All UNIs) |
| 01-80-C2-00-00-02 | LACP, LAMP | Discard (All UNIs) |
| 01-80-C2-00-00-02 | Link OAM | Peer or Discard (disposition specified per UNI) |
| 01-80-C2-00-00-03 | 802.1X | Discard (All UNIs) |
| 01-80-C2-00-00-07 | E-LMI | Discard (All UNIs) |
| 01-80-C2-00-00-0E | LLDP | Discard (All UNIs) |
| 01-80-C2-00-00-20 through 01-80-C2-00-00-2F | GARP, MRP | Tunnel (All UNIs) |

Figure 5: L2CP Frame Disposition

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating Customer Premise Equipment (CPE) not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the ETS as follows: Supervisor at the end of the standard interval plus one (1) hour; to the Manager at the end of the standard interval plus two (2) hours, and to the Director at the end of the standard interval plus four (4) hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

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Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

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3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for facilities failure from the time a trouble ticket is opened with the ETS.

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

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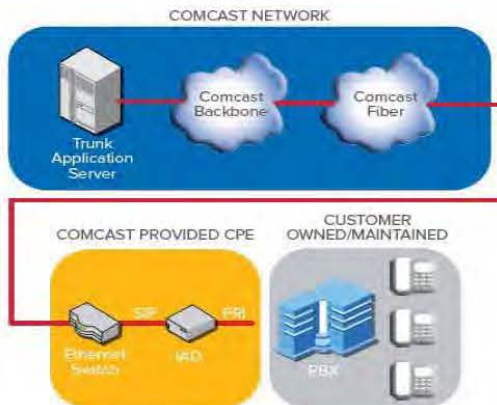
Business Class Trunks - PRI over Fiber Description

Service Overview

Business Trunks are offered by Comcast as a flexible and intelligent way to provide next generation voice services based on Comcast's state of the art IP Network. The Business Trunks-PRI option is a switched voice trunk service with ISDN / PRI connectivity from a customer's Private Branch Exchange (PBX) to the Comcast network.

Section 1. Physical Network Description

Comcast's Business Trunks are delivered to the customer's service location with Ethernet Dedicated Internet Service to enable connection with the Comcast Ethernet Network Service and provide an Ethernet interface to the Integrated Access Device (IAD) – the Ethernet port may not be used for any other service. The IAD supports SIPConnect 1.1 signaling/call control, provides an ISDN/PRI interface to the customer's PBX and acts as a back to back user agent with the Comcast network. The Comcast Ethernet Network Service is certified Metro Ethernet Forum Compliant. Standard CPE deployed by Comcast for each trunk service location will consist of an Ethernet Network Service switch and an IAD. Comcast will retain ownership and management responsibility for the CPE. Comcast conducts extensive testing in its labs and certifies equipment to work properly on its network, therefore only a Comcast approved switch and IAD will be used. Specific vendors and models for switch and IAD will be determined by and may be changed at the sole discretion of Comcast.



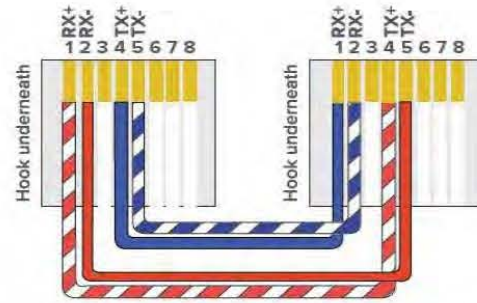
1. IAD (Adtran® 900e-series)

a. Physical Specifications

- Operating Temperature, 32°F to 122°F
- Operating Relative Humidity, up to 95% (Non-Condensing)
- Dimensions, inches, 1.72H x 17.2W x 10.5D
- Weight, 6.5 lbs

b. Interfaces

- Input Voltage, auto ranging from 90-120 VAC, 60 Hz
- Power Consumption, 53 W (Max),
- Heat Dissipation, 180 BTU (Max)
- Input Current, 1.5A (max draw)
- Digital Voice Interface, RJ-48C PRI – The RJ-48 connector looks very similar to a RJ-45 connector but is different. RJ-48 connections are made with a STP (Shielded Twisted Pair) cable (not UTP – Unshielded Twisted Pair). RJ-48 uses a pin out arrangement, voltage level, and line capacitance different from a typical RJ-45. There are 2 versions of RJ-48, and the one necessary to connect with Comcast is RJ-48C.
- Call Attempts – Per IAD Chassis, up to 10000 per hour.



PRI (T1/E1) CrossOver/Loopback Cable

c. Standards

- FCC Part 15, Class A, FCC Part 68
- Industry Canada CS03
- ETL and Canadian ETL
- Codec: G.711 (μ-Law), 64 kbps

Section 2. Service/Feature Details

- Comcast default service is to set up trunks as 1 trunk group with 2-way trunks.
- On each PRI port, the 24th channel is the D-Channel.
- Comcast supports calls to e911. ALI information is provided (by default) as the location information associated with the BTN of the trunk group. Customer may opt to send dialed digits to Comcast in which case Comcast supports 10D for up to 250 Telephone Numbers (TNs).
- Comcast supports the following variants of ISDN – PRI: NI-2, ATT 4ESS, ATT 5ESS, NT DMS-100, NT DMS-250.
- Comcast supports the following Clock Options: (i). Recover From PBX (Customer provided), or (ii). Provide To PBX (Comcast Provided).
- Comcast supports 2-way trunks, 1-way inbound or 1-way outbound settings for directionality.
- Customers may opt in for DID signaling. DID supports 3, 4, 7, and 10 digits, based on the assigned 10D TN (the specific digits sent by Comcast are the right most digits of the TN).
- Comcast currently supports only Calling Party Number (CPN) for inbound calls.
- Comcast DNIS service is provisioned as a toll free number assigned to an underlying DID number, and DID signaling is used to provide DNIS level information.
- For outbound Calling Party Name, up to 15 characters are supported.
- Calling Limitations: Customer should refer to the Terms and Conditions to know which calls are not supported by Comcast.

Section 3. Monitoring, Technical Support and Maintenance

- Network Monitoring.** Comcast monitors services on a 24x7x365 basis.
- Standard business hours are 8:00 am to 5:00 pm (local time), Monday to Friday.** Other times, such as evening hours, weekends, and holidays are considered after-hours.
- Device Security.** Comcast uses encrypted authentication keys for the IAD.
- Quality of Service (QoS).** Comcast provides QoS to voice traffic to ensure high quality performance.

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- e) **Billing/Care and Technical Support.** Comcast provides customers a toll-free trouble reporting telephone number, 877-742-5092. Please ensure you have your account number or a recent bill handy for reference. Billing/Care support is available during standard business hours for Comcast billing related inquiries. Technical Support is available 7x24 basis for Comcast service related inquiries. Technical support will not offer consulting services or advice on issues relating to CPE not provided by Comcast. Reported troubles are escalated within Comcast to meet standard service level objectives.
- f) **Maintenance.** Comcast's standard maintenance window is Sunday to Saturday from 12:00 am to 6:00 am local time. Emergency maintenance is performed as needed.
- g) **Tech Visit.** It is Comcast policy to dispatch Comcast technicians (or approved Comcast contractors) in support of activities to deliver and maintain its service. Comcast technicians are not permitted to access or maintain equipment or wiring not provided by Comcast. For Installation (and scheduled maintenance) related activities, Comcast will dispatch technicians as scheduled/confirmed with the customer. For trouble ticket related items, technicians may be dispatched on 7x24 for Out Of Service conditions. All other severities will be dispatched at soonest available time.
- h) **On Site Technician Assistance.** Customers may request Comcast professional assistance on site to support other customer activities such as moves or upgrades. Comcast will do its best to honor such requests, but cannot guarantee availability for any specific time. On Site assistance is considered billable activity.
- i) **Moving Service.** The CPE may only be used for delivering Comcast services, and the CPE may not be moved without prior notification and prior approval from Comcast.
- j) Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved contractors to install Comcast services. Provide access to each location for regular business hours (8 am-5 pm, M-F or as scheduled) and emergency (24 hour) service and maintenance of Comcast equipment and facilities.
- k) Customer must provide a POC for installation, service activation and any maintenance activities. The POC must be available for design capture and review meetings, day of install and activation events, and maintenance/ticket activities. Lack of speedy access may affect completion of work on committed dates.
- l) The customer is fully responsible (operationally and financially) for securing customer provided phone system and customer provided equipment from potential abuse or fraudulent use.
- m) The customer shall be responsible for the coordination of install or maintenance work with 3rd Parties that the customer uses.

Section 5. Definitions

- **ALI** – Automatic Location Information
- **BTN** – Billing Telephone Number
- **CPE** – Customer Premise Equipment – denotes equipment located at the customer's premises in order to make a service work. Some equipment may be owned/operated by the customer and other equipment may be owned/operated by the service provider.
- **CPN** – Calling Party Number
- **DID** – Direct Inward Dialing
- **DNIS** – Dialed Number Information Service
- **DTO** – Direct Termination Overflow
- **ENS** – Ethernet Network Service
- **G.711** – International Telecommunications Union (ITU) standard codec for Pulse Code Modulation encoding scheme with a sample rate of 8000 samples per second, 8 bits per sample, delivering a high bit rate (64 Kbps) International Telecommunications Union (ITU) standard codec. μ -Law refers to the variant of G.711 that is prevalent in North America.
- **IAD** – Integrated Access Device, provides the ISDN PRI connection to the PBX
- **IP** – Internet Protocol
- **ISDN** – Integrated Services Digital Network
- **MEF** – Metro Ethernet Forum
- **NPA** – Number Plan Area (Area code portion of TN)
- **PBX** – Private Branch Exchange
- **POC** – Point of Contact
- **PRI** – Primary Rate Interface
- **QoS** – Quality of Service
- **REN** – Ring Equivalent Number
- **SIP** – Session Initiated Protocol
- **TN** – Telephone Number
- **UPS** – Uninterruptible Power Source / Supply
- **VoIP** – Voice over IP

Section 4. Customer Responsibilities

Customer, at its own expense, has the following responsibilities related to the installation, support, and maintenance of the Comcast Business Trunks service and Comcast provided CPE.

- a) Provide an operating environment with temperatures between 55°F and 85°F. Humidity shall not exceed 85% at 85°F.
- b) Provide secure space sufficient for install the Ethernet Switch and IAD with sufficient access to allow installation and maintenance of such equipment.
- c) The customer shall provide sufficient AC Power and outlets, UPS Power and/or battery backup (as applicable) to support the CPE installed by Comcast.
- d) A permanent ground required for Comcast provided CPE.
- e) It is required that the IAD and Ethernet Switch be installed in the same room.
- f) The customer is responsible for providing a standard cable from the PBX to the IAD with a RJ-48C interface (male) to the IAD. The customer is responsible for the connection to their phone system.
- g) Comcast provided CPE may only be installed/serviced by trained Comcast employees (or Comcast approved contractors).
- h) In case of a service related issue, the customer's appointed Point of Contact (POC) must ensure that the problem is not on the customer side (including the PBX) before calling Comcast support lines, as provided above.
- i) Obtain "right of way" entry easement for Comcast facilities and equipment from property owners at each customer location.

COMCAST BUSINESS

Business VoiceEdge™

OVERVIEW

Comcast Business VoiceEdge™ provides small and medium sized businesses with a complete communication solution hosted in the Comcast network.

Business VoiceEdge may be installed at any enterprise located within the Comcast footprint. It comes with its own dedicated network access over either coax or fiber.

COMPONENTS

Business VoiceEdge consists of the following components:

- **Seats** – A seat corresponds to a Business VoiceEdge user. It is assigned a phone number (or an extension), a phone, and a set of services. Business VoiceEdge offers:
 - A *Unified Communication Seat* is for business users and provides a full suite of unified communication capabilities and a 10-digit telephone number.
- **Devices** – Business VoiceEdge is delivered using several different types of technology
 - *Voice Gateway* – This is the network demarcation point for Business VoiceEdge. It provides a range of tools for Comcast to monitor quality of service and support Business VoiceEdge.
 - *Phones* – Business VoiceEdge offers a variety of phones to match the needs of different users. The Polycom phones support HD voice and Power over Ethernet (PoE), while the Panasonic phones offer a wireless solution using DECT technology that does not require a wired LAN.
 - *Softphone* – Business VoiceEdge offers a PC and Mac softphone, allowing users to access their services from anywhere they are. It supports video when used with a customer-provided camera.
 - *Portal* – Business VoiceEdge offers a web portal allowing technical administrators and users to manage their resources and access their billing information through a user-friendly interface.
 - *Comcast Business app* – Business VoiceEdge includes a mobile app for iOS and Android devices. Available as a free download for those operating systems, the app provides a user-friendly interface to manage business voicemail and features that enables business calls to be answered from virtually anywhere.

NETWORK ACCESS

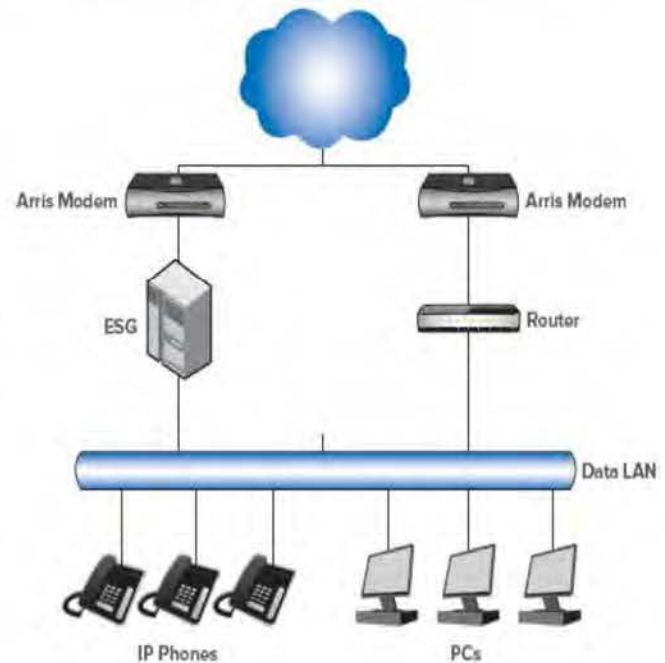
Business VoiceEdge is hosted in the Comcast network. It is delivered to the customer location over Comcast coax or fiber. Branch offices and teleworkers can also get Business VoiceEdge over an Internet connection.

The Business VoiceEdge uses a dedicated connection to the Comcast network, either through a separate coax modem, or via a separate port on the Optical Network Terminal (ONT).

LAN ARCHITECTURE

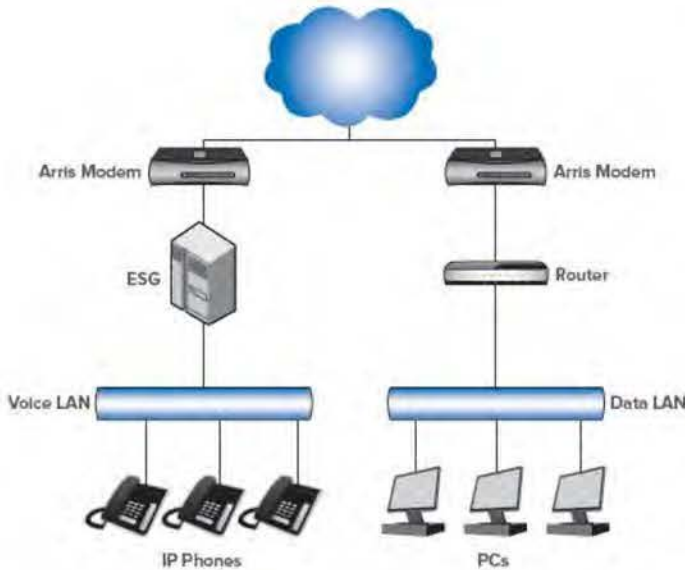
Business VoiceEdge uses three standardized LAN configurations to ensure the best customer experience:

- **Converged LAN** – Phones and PCs share LAN and IP subnet. A separate modem is deployed for Business VoiceEdge.



COMCAST BUSINESS

- **Non-converged LANs** - VoIP Phones and PCs use separate LANs including separate DHCP and LAN switches, and separate data cabling between closet and end user location. A separate modem is deployed for Business VoiceEdge.



- **Telecommuting Site** - Single broadband connection for both voice and data traffic with no ESG and a converged LAN.

The customer LAN is expected to comply with the following LAN requirements for Business VoiceEdge:

- **Ethernet Switch** – The customer must provide a full duplex Ethernet switch supporting at least 100BaseT or GigE speed.
- **Cabling** – Site must have CAT5 cabling to all user locations.
- **Connectors** – Site must have RJ45 drops at all user locations.
- **Power** – Site must have power outlet or PoE at each user location.
- **Physical environment** – Site must have rack or shelf space for the ESG and at least 3 available UPS power outlets.

MONITORING & CUSTOMER SUPPORT

Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

Comcast provides customers a toll-free trouble reporting telephone number to the customer Business Services Network Operations Center (BNOC) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to Customer Premise Equipment (CPE) not provided by Comcast.

SERVICE LEVEL OBJECTIVES

Comcast provides service level objectives for Business VoiceEdge:

- **Install** – Comcast aims to install and turn up the customer Business VoiceEdge solution within 15 business days from the contract signature.¹
- **Mean Time To Repair** – Comcast offers the following repair policy on its equipment:
 - 4 hour or less on the Enterprise SIP Gateway (ESG) and modem or ONT.
 - Next Business day replacement for all other Comcast provided devices.
- **Outage Credits** – Comcast retroactively and upon request provides \$25 per lost hour of service resulting from Comcast network or equipment failure, up to the customer's full monthly recurring charges.

INSTALLATION

Business VoiceEdge is always installed professionally by Comcast technicians. All equipment is drop shipped to the customer site approximately one week before the day of install. The install consists of:

- **Voice Gateway Installation** – Unboxing, installing and configuring the Voice Gateway.
- **Phones Installation** – Unboxing, powering up and testing each phone.
- **Acceptance** – Testing the functionality of the solution and obtaining customer acceptance for the solution.
- **Education** – Taking the customer technical representative through the key functionalities of Business VoiceEdge. End-user training is available via webinars, videos, or in-person. Webinar and video training is included with service. In-person is for a fee. In-person is free for orders with more than 50 users at a site, or is available for a fee.

The softphones are downloaded and installed by the users themselves following the information provided in the Business VoiceEdge Welcome Letter.

UPGRADES

After three years of using the phones, customers can renew and take advantage of a technology refresh by selecting from the lineup of equipment and promotions at that time.²

COMCAST BUSINESS

Comcast Business Internet

Comcast Business Internet offers download speeds up to 1Gbps, which means less time waiting and more time being productive. Plus, it's backed with 24x7 Comcast Business support.

An Internet service with new and innovative business solutions designed to help you work smarter and more efficiently. It's no wonder that more-and-more businesses are equipping their employees with the speed and reliability of Comcast Business Internet.

FAST SPEEDS TO GET MORE DONE...FASTER

- Downloads up to 1Gbps, uploads up to 35Mbps.

Choose from different speed options to meet your needs:

| | | |
|---------------------------------------|--|---|
| Starter • 16Mbps/3Mbps | Deluxe 25 • 25Mbps/10Mbps | Deluxe 50 • 50Mbps/10Mbps |
| Deluxe 75 • 75Mbps/15Mbps | Deluxe 100 • 100Mbps/20Mbps | Deluxe 150 • 150Mbps/20Mbps |
| Deluxe 250 • 250Mbps/25Mbps | Business Internet 500 • 500Mbps/35Mbps | Business Internet 1G • 1Gbps/35Mbps |

- Static IP addresses are available (static IP supports IPv4 and IPv6*).

WiFi

- Business WiFi – separate private and guest access.
- WiFi Pro: The next level of WiFi access with more control, more customization, and more security.

ADVANCED SECURITY TO PROTECT YOUR DATA, YOUR DEVICES, AND YOUR BUSINESS

- Available IP gateway provides on-site firewall protection, supports multiple computers and VPN connections for remote users, and features Stateful Packet Inspection (SPI).

OUR COMCAST BUSINESS PROMISE

- 30 Day Money Back Guarantee
- Support Everywhere: Phone, Web, Onsite
- 24x7 Dedicated Business Support

COMCAST BUSINESS SMARTOFFICE VIDEO MONITORING SOLUTION™

Benefits include crystal clear HD images, automatic cloud storage, instant mobile access, professional installation, and convenient support, with no big capital outlay.

- Delivers a wider camera view so you can see more with fewer cameras
- Get sharper, clearer night vision footage that provides better detail and accuracy

COMCAST BUSINESS CLOUD SOLUTIONS™

An online marketplace of cloud-based applications that are built for business. Our Comcast Business specialists curate and maintain the marketplace, selecting some of the best apps designed to help boost your business's productivity.

- Online Backup
- File Sharing
- Security & Anti-Virus
- Marketing & CRM
- Web Conferencing
- Hosted Email
- Microsoft Office 365 (Word, Excel, PowerPoint)

COMCAST BUSINESS

Comcast Business SIP Trunks

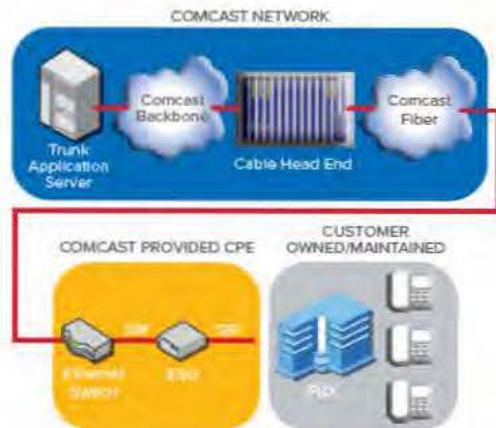
BUSINESS TRUNKS - SIP OVER FIBER TECHNICAL DESCRIPTION

Service Overview

Business Trunks are offered by Comcast as a flexible and intelligent way to provide next generation voice services based on Comcast's state of the art IP Network. The Business Trunks-SIP option is a switched voice trunk service with SIP connectivity from a customer's Internet IP Private Branch Exchange (IP PBX) to the Comcast network.

Section 1. Physical Network Description

Comcast's Business Trunks are delivered to the customer's service location with the Comcast Ethernet Network Service and provide an Ethernet interface to the Enterprise SIP Gateway (ESG) – the Ethernet port may not be used for any other service. The ESG supports SIPConnect 1.1 signaling/call control, provides an SIP interface to the customer's IP PBX and acts as a back to back user agent with the Comcast network. The Comcast Ethernet Network Service is certified Metro Ethernet Forum Compliant. Standard CPE deployed by Comcast for each trunk service location will consist of an Ethernet Network Service switch and an ESG. Comcast will retain ownership and management responsibility for the CPE. Comcast conducts extensive testing in its labs and certifies equipment to work properly on its network, therefore only a Comcast approved switch and ESG will be determined by and may be changed at the sole discretion of Comcast.



Customers may be given one of the following devices, depending on which will work best:

1. ESG up to 80 CCS

a. Physical Specifications

- Operating Temperature, 0° to 50° C (32° to 122° F)
- Operating Relative Humidity, Up to 95%, non-condensing
- Dimensions, inches, 1.72" H, 10.5" W, 5.8" D
- Weight, 4 lbs.

b. Interfaces

- Input Voltage, 100-250 VAC
- Power Consumption, 9.6 Watts
- Heat Dissipation, 9.6 Watts
- Input Current, 0.10 Amps
- Digital Voice Interface, Ethernet – RJ45 (Cat 5 or better)
- Physical Hand-Off Interface, 10/100 Base-T Ports (RJ45)

c. Standards

- FCC Part 15, Class A, FCC Part 68
- Industry Canada CS03
- ETL and Canadian ETL
- Codec: G.711 (μ-Law), 64 kbps

2. ESG up to 250 CCS

a. Physical Specifications

- Operating Temperature, 0° to 50° C (32° to 122° F)
- Operating Relative Humidity, Up to 95%, non-condensing
- Dimensions, inches, 1.75" H, 17.25" W, 11" D
- Weight, 7.5 lbs

b. Interfaces

- Input Voltage, 100-250 VAC
- Power Consumption, 28.7 Watts
- Heat Dissipation, 28.7 Watts
- Input Current, 0.44 Amps
- Digital Voice Interface, Ethernet – RJ45 (Cat 5 or better)
- Physical Hand-Off Interface, 10/100 Base-T Ethernet Ports (RJ45) or 10/100/1000 Base-T/SFP Ports

c. Standards

- FCC Part 15, Class A, FCC Part 68
- Industry Canada CS03
- ETL and Canadian ETL
- Codec: G.711 (μ-Law), 64 kbps

3. ESG up to 800 CCS

a. Physical Specifications

- Operating Temperature, 0°C to 50°C (32°F to 122°F)
- Operating Relative Humidity, Up to 95%, non-condensing
- Dimensions, inches, 1.75" H, 11" W, 7.38" D
- Weight, 3.6 lbs

b. Interfaces

- Input Voltage, 100-240 VAC, 50/60 Hz, input
- Power Consumption, 22.2 Watts
- Heat Dissipation, 22.2 Watts
- Input Current, 0.40 Amps
- Digital Voice Interface, Ethernet – RJ-48C (Cat 5 or better)
- Physical Hand-Off Interface, Two integrated 10/100/1000 Base-T Gigabit Ethernet ports (RJ-48C) for LAN/WAN connectivity

c. Standards

- FCC Part 15, Class A, FCC Part 68
- Industry Canada CS03
- ETL and Canadian ETL
- Codec: G.711 (μ-Law), 64 kbps

Section 2. Service/Feature Details

- Comcast will provide a trunk group to each location that has a ESG terminated. Comcast will set up trunks as 1 or 2 ways.
- Comcast supports calls to e911. All information is provided (by default) as the location information associated with the BTN of the trunk group. Customer may opt to send dialed digits to Comcast in which case Comcast supports 10D for up to 250 Telephone Numbers (TNs). For configurations where there are multiple locations and all voice terminating to a hub, 911 must be passed by the originating location not the hub.
- Customers may opt in for DID signaling. DID supports 3, 4, 7, and 10 digits, based on the assigned 10D TN (the specific digits sent by Comcast are the right most digits of the TN).
- Comcast currently supports Calling Party Number (CPN) for inbound calls and Caller Name ID (CNAM) for outbound calls.
- Comcast DNIS service is provisioned as a toll free number assigned to an underlying DID number, and DID signaling is used to provide DNIS level information.
- For outbound Calling Party Name, up to 15 characters are supported.

COMCAST BUSINESS

- g) Calling Limitations: Customer should refer to the Terms and Conditions to know which calls are not supported by Comcast.

Section 3. Monitoring, Technical Support and Maintenance

- a) **Network Monitoring.** Comcast monitors services on a 24x7x365 basis.
- b) **Standard business hours are 8:00 am to 5:00 pm (local time), Monday to Friday.** Other times, such as evening hours, weekends, and holidays are considered after-hours.
- c) **Device Security.** Comcast uses encrypted authentication keys for the ESG.
- d) **Quality of Service (QoS).** Comcast provides QoS to voice traffic to ensure high quality performance. QoS is supported at the site where the ESG is terminated.
- e) **Billing/Care and Technical Support.** Comcast provides customers a toll-free trouble reporting telephone number, 877-742-5092. Please ensure you have your account number or a recent bill handy for reference. Billing/Care support is available during standard business hours for Comcast billing related inquiries. Technical Support is available 7x24 basis for Comcast service related inquiries. Technical support will not offer consulting services or advice on issues relating to CPE not provided by Comcast. Reported troubles are escalated within Comcast to meet standard service level objectives.
- f) **Maintenance.** Comcast's standard maintenance window is Sunday to Saturday from 12:00 am to 6:00 am local time. Emergency maintenance is performed as needed.
- g) **Tech Visit.** It is Comcast policy to dispatch Comcast technicians (or approved Comcast contractors) in support of activities to deliver and maintain its service. Comcast technicians are not permitted to access or maintain equipment or wiring not provided by Comcast. For Installation (and scheduled maintenance) related activities, Comcast will dispatch technicians as scheduled/confirmed with the customer. For trouble ticket related items, technicians may be dispatched on 7x24 for Out Of Service conditions. All other severities will be dispatched at soonest available time.
- h) **On Site Technician Assistance.** Customers may request Comcast professional assistance on site to support other customer activities such as moves or upgrades. Comcast will do its best to honor such requests, but cannot guarantee availability for any specific time. On Site assistance is considered billable activity.
- i) **Moving Service.** The CPE may only be used for delivering Comcast services, and the CPE may not be moved without prior notification and or prior approval from Comcast.

Section 4. Customer Responsibilities

Customer, at its own expense, has the following responsibilities related to the installation, support, and maintenance of the Comcast Business Trunks service and Comcast provided CPE.

- a) Provide an operating environment with temperatures between 55°F and 85°F. Humidity shall not exceed 85% at 85°F.
- b) Provide secure space sufficient for install the Ethernet Switch and ESG with sufficient access to allow installation and maintenance of such equipment.
- c) The customer shall provide sufficient AC Power and outlets, UPS Power and/ or battery backup (as applicable) to support the CPE installed by Comcast.
- d) A permanent ground required for Comcast provided CPE.
- e) It is required that the ESG and Ethernet Switch be installed in the same room.

- f) The customer is responsible for providing a standard cable from the IP PBX to the ESG with the interface (male) to the ESG. Refer to Section 1 under the standards section based on the CCS being supported.
- g) Comcast provided CPE may only be installed/serviced by trained Comcast employees (or Comcast approved contractors).
- h) In case of a service related issue, the customer's appointed Point of Contact (POC) must ensure that the problem is not on the customer side (including the IP PBX) before calling Comcast support lines, as provided above.
- i) Obtain "right of way" entry easement for Comcast facilities and equipment from property owners at each customer location.
- j) Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved contractors to install Comcast services. Provide access to each location for regular business hours (8 am- 5 pm, M-F or as scheduled) and emergency (24 hour) service and maintenance of Comcast equipment and facilities.
- k) Customer must provide a POC for installation, service activation and any maintenance activities. The POC must be available for design capture and review meetings, day of install and activation events, and maintenance/ticket activities. Lack of speedy access may affect completion of work on committed dates.
- l) The customer is fully responsible (operationally and financially) for securing customer provided phone system and customer provided equipment from potential abuse or fraudulent use.
- m) The customer shall be responsible for the coordination of install or maintenance work with 3rd Parties that the customer uses.

Section 5. Definitions

- **ALI** – Automatic Location Information
- **BTN** – Billing Telephone Number
- **CPE** – Customer Premise Equipment – denotes equipment located at the customer's premises in order to make a service work. Some equipment may be owned/operated by the customer and other equipment may be owned/ operated by the service provider.
- **CPN** – Calling Party Number
- **DID** – Direct Inward Dialing
- **DNIS** – Dialed Number Information Service
- **ENS** – Ethernet Network Service
- **G.711** – International Telecommunications Union (ITU) standard codec for Pulse Code Modulation encoding scheme with a sample rate of 8000 samples per second, 8 bits per sample, delivering a high bit rate (64 Kbps) International Telecommunications Union (ITU) standard codec. μ -Law refers to the variant of G.711 that is prevalent in North America.
- **ESG** – Enterprise SIP Gateway provides the SIP connection to the IP PBX
- **IP** – Internet Protocol
- **MEF** – Metro Ethernet Forum
- **NPA** – Number Plan Area (Area code portion of TN)
- **IP PBX** – Private Branch Exchange
- **POC** – Point of Contact
- **QoS** – Quality of Service
- **REN** – Ring Equivalent Number
- **SIP** – Session Initiated Protocol
- **TN** – Telephone Number
- **UPS** – Uninterruptible Power Source / Supply
- **VoIP** – Voice over IP

COMCAST BUSINESS

Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

Project Kickoff Meeting

Comcast Business Communications, LLC project management team will conduct a “Customer Implementation Call” to discuss the overall project. Each location will be discussed for accuracy in terms of relay rack space, appropriate power, etc.

Comcast Service Delivery Major Milestones:

- **Outside and Inside Surveys** – Comcast will conduct outside plant and customer site surveys.
- **Permits & Right of Entry Agreements** – Comcast will obtain required permits and work with property owner to obtain Right of Entry/Access agreements.
- **Service Configurations** – Comcast National Team will implement Network Core Configurations.
- **Outside and Inside Fiber/Coax Construction** – Comcast will complete outside and inside construction.
- **Customer Premise Equipment Installation/Plant Test Date (PTD)** – Comcast will dispatch to the customer’s premise to install CPE, connect CPE to Fiber, and call Comcast Test & Turn-up to complete plant test.
- **Firm Order Commit (FOC)** – Comcast Service will be available to the customer. **FOC is 90 calendar days from customer signature.**

Comcast Responsibilities:

- Construct all OSP and ISP fiber optic cabling up to the agreed upon locations from the site survey forms and connect number of sites (XX) locations.
- Call for locates of public utilities in the right of way.
- Restoration of disturbed grounds.
- Assemble, configure and install all Comcast provided network equipment on customer premise.
- Test and verify all appropriate fiber connections.
- Test and verify all appropriate data interfaces/connections and verify throughput.
- Provide 24x7x365 network monitoring.
- Provide contact list information including escalation procedures and NOC information.
- Provide documentation detail services including customer network interface drawings.
- And any additional agreements per site survey document.

Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

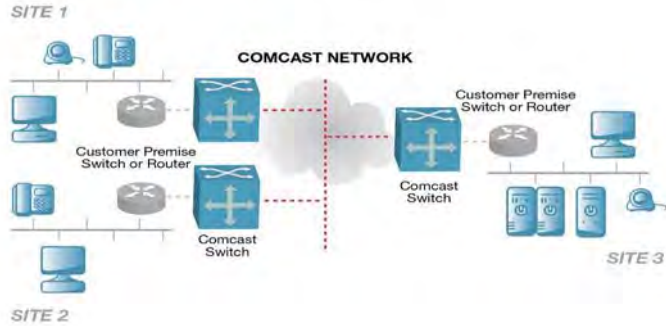
Additional information can be provided upon request.

COMCAST BUSINESS

Network Diagram

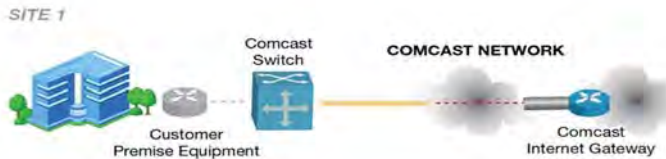
ETHERNET NETWORK SERVICE (MULTIPOINT TO MULTIPOINT)

Connects physically distributed locations across a Metropolitan Area Network.



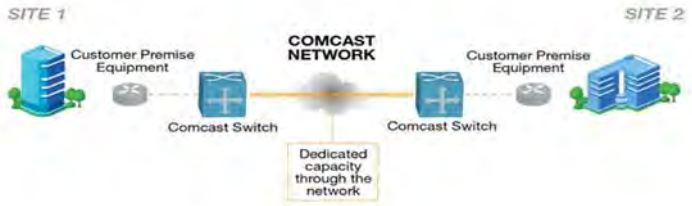
ETHERNET DEDICATED INTERNET SERVICE

Provides dedicated and symmetrical link between existing LAN and public Internet.



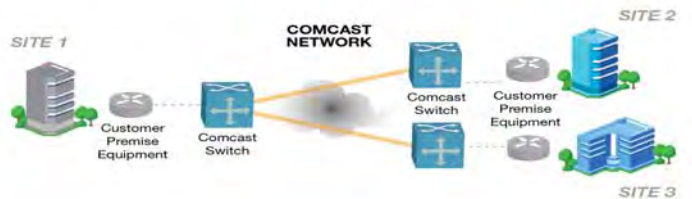
ETHERNET PRIVATE LINE SERVICE (POINT TO POINT)

Enables use of any VLAN or Ethernet control protocol across the service.



ETHERNET VIRTUAL PRIVATE LINE SERVICE (POINT TO MULTIPOINT)

Provides connection between one main location and multiple virtual locations.



“Illustrative Diagram” – Actual installation may differ.

COMCAST BUSINESS

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-945-0360 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|---|-------|--|-------|--|-------|-------------|--|-------------|--|
| INSURED COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B : Indemnity Ins Co Of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Ins. Co.</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : ACE American Insurance Company | 22667 | INSURER B : Indemnity Ins Co Of North America | 43575 | INSURER C : ACE Property And Casualty Ins Co | 20699 | INSURER D : ACE Fire Underwriters Ins. Co. | 20702 | INSURER E : | | INSURER F : | |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CLE-005523417-11 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|------------|------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER: | | | XSLG71209313 | 12/01/2018 | 12/01/2019 | EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMPI/OP AGG \$ 6,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H25275354 | 12/01/2018 | 12/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ | | | XOO G27924840 004 | 12/01/2018 | 12/01/2019 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | WLR C65440398 (AOS) | 12/01/2018 | 12/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| A | Excess Workers Compensation | | | WLR C6544043A (CA, MA) | 12/01/2018 | 12/01/2019 | E.L. EACH ACCIDENT \$ 2,000,000 |
| D | | | | SCF C65440519 (WI) | 12/01/2018 | 12/01/2019 | E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| A | | | | WCU065440477 (WA) | 12/01/2018 | 12/01/2019 | Ea Acc/Dis Employee/Dis Policy 2,000,000 SIR 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

COMCAST BUSINESS COMMUNICATIONS, LLC
 ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD.
 PHILADELPHIA, PA 19103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee *Manashi Mukherjee*

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Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Telecommunication Services categories. List all categories along with manufacturer that you are responding with:

- **Data Services**

- Business Class Internet (broadband/cable modem) – Various Speeds
- Ethernet Wide Area Network (WAN) Services (Metro E and Wide Area Ethernet) – Various speeds from 1Meg to 10 Gig.
 - Ethernet Private Line (EPL)
 - Ethernet Virtual Private Line (EVPL) – Hub and spoke WAN
 - Ethernet Network Service (ENS) – Fully meshed WAN
 - Ethernet Dedicated Internet Service (EDI)

- **Business Voice Services**

- SIP Trunks
- PRI Trunks
- Hosted IP PBX Service
- POTS

- **Business Video Services**

- Public View TV
- Private View TV

- **Business Bundles (Voice, Internet and Video)**

- **Hospitality Services**

- Hospitality Voice Services
 - POTS
 - PRI
 - SIP trunks
 - Hosted IP PBX
- Hospitality Video Services
 - Public View TV
 - Private View TV
- Hospitality Bundles (Voice, Internet and Video)

*** Vendors are requested to submit proposals that include all the Data and Voice service listed above.*

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

COMCAST BUSINESS

Tab 7 - Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal:

Please reference the attached Pricing Spreadsheet

Comcast Note:

- Long Distance & International Usage
- Unlimited local calling including IntraLATA calling
 - Domestic Long Distance - 4600 minutes per PRI /per month, billed on a pooled basis
 - Usage in excess is charged extra (current rate is 3 cents per minute billed in 6 second increments)
- International / Operator Services / Directory Assistance are billed per current posted rates and on full minute basis
- 3 levels of long distance are offered to reduce impact of potential fraud hits
- Domestic Only, Limited International, Expanded International

Comcast Note: Pricing as proposed above requires purchase of all sites **Terms and Conditions**— unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, are subject to Comcast standard terms and conditions for those products and services unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

COMCAST BUSINESS

Comcast Account Team

Commercial Matters

Rich Scheid
SEAE
908-624-6780
rich_scheid@cable.comcast.com

Technical Matters

Patrick Davis
Sales Engineer
908-851-6658
patrick_davis3@cable.comcast.com

Manager

David Egan
Director
847-789-1606
david_egan@cable.comcast.com

COMCAST BUSINESS

Comcast Exceptions

| Title | Page/Section | Category | Exception |
|--------------|--|---------------------------------------|--|
| RFP Document | All Pages; All Provisions | All Sections | The Comcast Services Agreement which has been expressly included in the Appendix represents the terms and conditions upon which the services are being offered, except to the extent prohibited by law or as mutually negotiated by the parties. No statement made in the proposal shall be considered a contractual term unless expressly included in the aforementioned Services Agreement. Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Services Agreement appended to the attached proposal, and to address additional items (if any) that the Customer feels are critical to its consideration and use of the Comcast solution. |
| RFP Document | Pg 5- Tab 1- Master Agreement General Terms and Conditions; Funding Out Clause | Funding Out Clause/Non-Appropriations | Comcast takes exception to this provision and reserves the right to negotiate. Comcast may provide an Amendment to address Non-Appropriations as Customer would be responsible for Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast. |
| RFP Document | Pg 5- Tab 1- Master Agreement General Terms and Conditions; Tax Exempt Status | Tax Exempt Status | Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast will require a copy of the Customer's Tax Exemption Certificate prior to removing any applicable taxes for the Services. In addition, any tax associated with the Service or provisioning of the Service shall rest exclusively with the Customer to the extent not covered by a tax exemption certificate. |
| RFP Document | Pg 6- Tab 1- Master Agreement General Terms and Conditions; Warranty | Warranty | Comcast takes exception to this provision at this time and reserves the right to negotiate. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. TO THE MAXIMUM EXTENT ALLOWED BY LAW, |

COMCAST BUSINESS

| | | | |
|--------------|---|---------------------------|---|
| | | | COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES |
| RFP Document | Pg 6- Tab 1- Master Agreement General Terms and Conditions; Indemnity | Indemnification | Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast's indemnification obligations are detailed in the Comcast Agreement and are detailed to the Services provided by Comcast. |
| RFP Document | Pg 7- Tab 1- Master Agreement General Terms and Conditions; Legal Obligation | Legal Obligations | Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast agrees to comply with all applicable Federal, State, and Local laws and ordinances. |
| RFP Document | Pg 7-8- Tab 1- Master Agreement General Terms and Conditions; Force Majeure | Force Majeure | Comcast takes exception to this provision and reserves the right to negotiate. The Comcast Terms and Conditions shall govern. |
| RFP Document | Pg 8- Tab 1- Master Agreement General Terms and Conditions; Prevailing Wage | Prevailing Wage | Comcast takes exception to this provision and reserves the right to negotiate. |
| RFP Document | Pg 8- Tab 1- Master Agreement General Terms and Conditions; Miscellaneous | Miscellaneous/Termination | Comcast takes exception to this provision and reserves the right to negotiate. The Comcast Terms and Conditions shall govern. |
| RFP Document | Pg 8- Tab 1- Master Agreement General Terms and Conditions; Process/Contract Waiver | Waiver | Comcast takes exception to this provision and reserves the right to negotiate. The Comcast Terms and Conditions shall govern. |
| RFP Document | Pg 13-15- Tab 2- NCPA Administration Agreement | Attaching Agreement | Comcast takes exception to this provision and reserves the right to negotiate. Comcast does not agree to the terms set forth in this Administration Agreement. The Comcast Terms and Conditions shall govern. |

COMCAST BUSINESS

| | | | |
|--------------|--|--|--|
| RFP Document | Pg 18- Tab 3- Vendor Questionnaire; Pricing Information | Pricing Information - NCPA Administrative Fee | Comcast takes exception to this provision at this time and reserves the right to negotiate. While Comcast can provide the applicable Monthly Recurring Charge and additional Construction and Installation charges, additional taxes, fees, and charges may apply to the Service. Per the Comcast Enterprise Agreement, Customer shall pay for all charges on the Comcast invoice. Failure to include any charge in the Comcast response does not waive Customer's obligation to pay. In addition, any tax or fees associated with the Service or provisioning of the Service shall rest exclusively with the Customer to the extent not covered by a tax exemption certificate. |
| RFP Document | Pg 27- Tab 9- Required Documents; Contractors Requirements | Contractors Requirements | Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast agrees to comply with all applicable Federal, State, and Local laws and ordinances. |
| RFP Document | Pg 30-33- Tab 9- Required Documents; Required Clauses for Federal Assistance provided by FTA | Required Clause for Federal Assistance provided by FTA | Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast agrees to comply with all applicable Federal, State, and Local laws and ordinances. |

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Appendix

Enterprise Services Master Services Agreement

Comcast Enterprise Services General Terms and Conditions

ARTICLE 1. DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each party, any entity that controls, is controlled by or is under common control with such, party.

Agreement: Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment and each binding Sales Order.

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 7 shall also include its Affiliates and their respective directors, officers, employees, agents, suppliers, licensors, successors and assigns, as the case may be.

Comcast Equipment: – Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Customer: The entity named on the Enterprise Services Master Service Agreement Cover Page.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to the Services.

Sales Order: A request to provide the Services to a Service Location(s) submitted by Customer to Comcast on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered. If not specified in a Sales Order, the Service Term shall be one (1) year from the Service Commencement Date.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

"Website" – means the Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy and the Use Policies are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order to Comcast. Such Sales Order shall become binding on the parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins installation or construction for delivery of the Services. Each Sales Order submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or upgraded in order to provide the ordered Services. Comcast will provide

COMCAST BUSINESS

Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access") within and/or outside each Service Location. Within the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service at such Service Location pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent

it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

(ii) **Customer-Provided Equipment.** Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the demarcation point (i.e., the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location). Neither Comcast nor its employees, Affiliates, agents or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or be liable for any damage, loss, or destruction to Customer- Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer- Provided Equipment.

2.5 Network, Intellectual Property and IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses and web addresses.

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C. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto (“Licensed Software”) are, in each case, owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

D. The Agreement provides no right to use any party’s or its Affiliates’ trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges: Changes to MRC: Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, (i) any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer and (ii) charges incurred as the result of fraudulent or unauthorized use of the Services. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while

using the Services. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law) modify the monthly recurring charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

B. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.2 Payment Terms; Disputes

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer’s agreements with such third parties (“Third Party Fees”). Any such Third-Party Fees shall be payable pursuant to Customer’s contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer’s outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice,

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Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.2 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time, upon thirty (30) days prior written notice to Comcast. Comcast may terminate the Agreement upon notice if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

4.3 Termination for Cause. If either party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order materially affected by the breach. Either party may terminate a Sales Order immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. **Effect of Expiration/Termination of a Sales Order.** Upon the expiration or termination of a Sales Order for any reason (i) Comcast shall disconnect the applicable Service, (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers

or systems and (iii) Comcast may assess and collect from Customer applicable Termination Charges. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

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D. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations. Subject to Sections 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all , actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or

Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Service Locations.

6.2 Customer's Indemnification Obligations.

Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service;

(iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures.

To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other Party (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or would reasonably be expected to give rise to such right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, (i) such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the Services(provided that in all cases the receiving party shall

COMCAST BUSINESS

take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party, (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information or (E) is required to be disclosed by law or regulation. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.

7.2 Publicity. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; USE AND PRIVACY POLICIES

8.1 Prohibited Uses: Comcast Use Policies.

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that Customer's and its users' use of Services shall be subject to Comcast's acceptable use policies ("AUPs") and security policies (together with the AUPs, the "Use Policies") that may limit Customer's and its users' use of the Services. The Use Policies are posted on the Website, and are incorporated into this Agreement by reference. Comcast reserves the right to act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use or information

is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast's commercial privacy policy (the "Privacy Policy") applies to Comcast's handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the contrary contained in the Agreement or the Privacy Policy, Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL:

<https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments: Changes to the Agreement. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or

COMCAST BUSINESS

modify the Agreement (including these General Terms and Conditions and the PSAs), and any related policies (including the Use Policies and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

9.6 Entire Understanding: Construction: Survival: Headings: No Waiver. The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by

either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law: Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third Party Beneficiaries: Independent Contractors. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.



Tab 9 - Required Documents

Certification **38330**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2018** to **15-AUG-2021**

**COMCAST CABLE COMMUNICATIONS MGMT, LLC
650 CENTERON ROAD
MOORESTOWN NJ 08057**



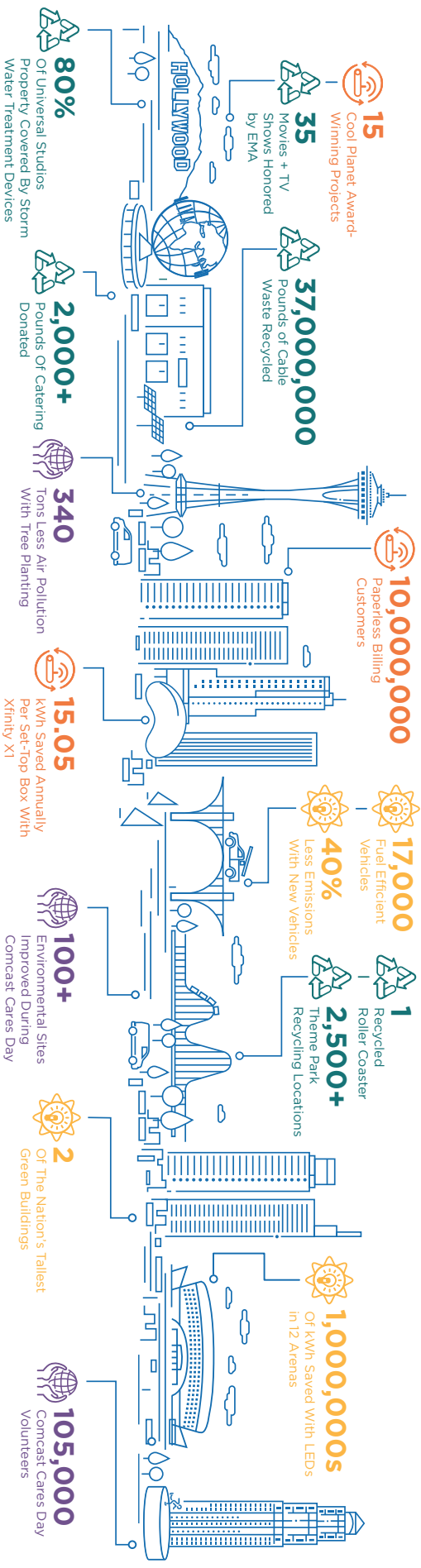
Elizabeth Maher Muoio

**ELIZABETH MAHER MUOIO
State Treasurer**

BUILDING

OUR SUSTAINABLE FUTURE

Across our footprint and our businesses, we're contributing to a cleaner, healthier environment.



- ENERGY + EMISSIONS
- PRODUCTS + EXPERIENCES
- MATERIALS + WASTE
- ENGAGEMENT + OUTREACH

ASPIRATIONAL GOALS

- 100% Renewable Energy
- Zero Waste
- Zero Emissions Fleet
- 500,000 Environmentally Friendly Volunteer Hours

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

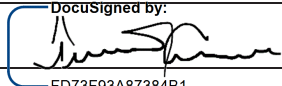
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

| | |
|----------------------|---|
| Potential Vendor | <u>Comcast Business Communications, LLC</u> |
| Print Name | <u>Terrence J. Connell</u> |
| Address | <u>One Comcast Center - 1701 JFK Blvd.</u> |
| City, State, Zip | <u>Philadelphia, PA 19103</u> |
| Authorized signature |  <small>FD73F93A87384B1...</small> |
| Date | <u>7/17/2019</u> |

Attached document will be reviewed after and award has been made and a mutually negotiated contract has been agreed to. The Comcast terms and conditions should govern any agreement between the parties, except to the extent required / prohibited by law, or as mutually negotiated by the parties post RFP-award.

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.


Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

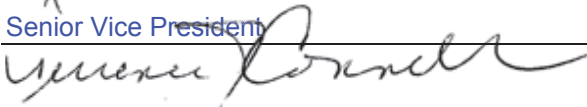
Date

DocuSigned by:

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7/17/2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | |
|-----------------------|---|
| Company name | <u>Comcast Business Communications, LLC</u> |
| Address | <u>One Comcast Center - 1701 JFK Blvd.</u> |
| City/State/Zip | <u>Philadelphia, PA 19103</u> |
| Telephone No. | <u>412-747-6489</u> |
| Fax No. | <u>215-286-1040</u> |
| Email address | <u>william_eubanks@cable.comcast.com</u> |
| Printed name | <u>Terrence J. Connell</u> |
| Position with company | <u>Senior Vice President</u> |
| Authorized signature | <u></u> |

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>