

Spectrum Business

Response to Request for Proposal for Hastings Public Schools

Form 470 Application Number: 260011278

Presented To:
Lawrence Tunks
Director of Technology
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Presented By:
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January 12, 2026

Lawrence Tunks
Director of Technology
Hastings Public Schools
1515 W. 8th St.
Hastings, NE 68901
lawrence.tunks@hpstigers.org

Dear Lawrence:

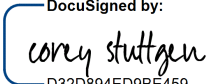
Spectrum Business¹ ("Spectrum") is pleased to submit the enclosed response to your Request for Proposal ("RFP"). Our response demonstrates Spectrum's ability to provide network solutions that will enable Hastings Public Schools to satisfy its technology needs.

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

Partnering with Spectrum provides our customers the foundation for new opportunities, innovation, and exceptional experiences, along with industry leading customer services and support.

Thank you for the opportunity to respond to your RFP. Tiernan Good is leading Spectrum's effort. Please do not hesitate to contact Tiernan at (913) 643-4210 or tiernan.good@charter.com.

Sincerely,

DocuSigned by:

D32D894ED9BE459...
Corey Stuttgen

Director, Vertical Market Sales

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

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Hastings Public Schools ("Customer") or otherwise be sufficient to create a binding contract between Hastings Public Schools and Spectrum.

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

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

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

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

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

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

TERMS AND ABBREVIATIONS

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

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

EXECUTIVE SUMMARY

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

Bring Advanced and Affordable Technology to Your Schools and Libraries

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

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

Spectrum's Solution

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

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

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

Get Powerful Services with the Financial Benefits of E-Rate

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

Unsurpassed Expertise and Customer Support

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

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

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

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

To support E-Rate program participation, Spectrum:

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

IMPLEMENTATION PLAN

Upon award of the project, Spectrum will meet with Customer’s technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. A project work schedule will be jointly prepared with Customer, identifying key project milestones.

Sample Implementation Timeline

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

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

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

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

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

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

SPECTRUM SERVICE PROPOSAL

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

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

Investment for Spectrum Services

Service Location	A or Z Location	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRR	OTC
Option 1							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	36	1	\$1,207.62	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$823.38	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
731 N Baltimore Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
Option 2							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	60	1	\$1,000.00	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00

720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
731 N Baltimore Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
Option 3							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	36	1	\$1,100.00	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	2 Gbps	36	1	\$875.00	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
731 N Baltimore Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
Option 4							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	60	1	\$1,000.00	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00

720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	2 Gbps	60	1	\$780.00	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
731 N Baltimore Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
Option 5							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	36	1	\$1,207.62	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$823.38	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
1515 W 8th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	36	1	\$724.58	\$0.00
Option 6							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	60	1	\$1,000.00	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00

720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
1515 W 8th St, Hastings, NE 68901	Z	Ethernet EPLAN	500 Mbps	60	1	\$590.00	\$0.00
Option 7							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	36	1	\$1,100.00	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	2 Gbps	36	1	\$875.00	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
1515 W 8th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	36	1	\$750.00	\$0.00
Option 8							
201 N Marian Rd, Hastings, NE 68901	A	Ethernet EPLAN	10 Gbps	60	1	\$1,000.00	\$0.00
313 N Cedar Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
2200 W 9th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
720 S Franklin Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00

828 N Hastings Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1720 Crane Ave, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1100 W 14th St, Hastings, NE 68901	Z	Ethernet EPLAN	2 Gbps	60	1	\$780.00	\$0.00
1106 W 18th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00
1515 W 8th St, Hastings, NE 68901	Z	Ethernet EPLAN	1 Gbps	60	1	\$670.00	\$0.00

The above pricing is inclusive of all Services and Service locations provided above (“all-in” pricing proposal). Any other pricing options or requests will require further financial review and approval in order to provide revised pricing options.

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

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

E-Rate Funding Contingency

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

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

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

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a

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

Contract Extension

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

Customer shall have the option to renew this Service Order for up to three (3) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

Upgrade Path

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

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

SPECTRUM’S RESPONSE TO HASTINGS PUBLIC SCHOOLS

RFP for Hastings Public Schools Wide Area Network Circuits

Hastings Public Schools (hereafter “district”), with USAC BEN 138846, is accepting bids for Wide Area Network (WAN) connectivity for each building in the district. District egress from Hastings Middle School to the Internet via Network Nebraska is under a separate contract; therefore, the district desires to keep Hastings Middle School as the aggregation location for all HPS WAN connections.

Acknowledged.

Following is a table of district buildings and the **current** connectivity

BEN	Building Name	Address (all are located in Hastings, NE 68901)	Current Usage (Mbps)
79325	Alcott Elementary School	313 N Cedar Ave	300 Mbps
79321	Hawthorne Elementary School	2200 W 9 th St	300 Mbps
79326	Lincoln Elementary School	720 S Franklin Ave	300 Mbps
79323	Longfellow Elementary School	828 N Hastings Ave	300 Mbps
79319	Watson Elementary School	1720 Crane Ave	300 Mbps
79324	Hastings Middle School	201 N Marian Rd	Separate 10G aggregation and Internet access circuits
79320	Hastings High School	1100 W 14 th Street	1 Gbps
79320 annex	Learning Center	1106 W 18 th St	500 Mbps
79322	Morton Early Learning Center	731 N Baltimore Ave	300 Mbps
17016674	District Office	1515 W 8 th St	Combined with Morton

The district anticipates service being renewed at service levels similar to the current bandwidth, but desires pricing to accommodate expanded bandwidth.

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

Please review the Upgrade Path clause in the Service Proposal.

- For each building with less than 1 Gbps, proposals should include bandwidth at the current level (or nearest available increment of the vendor’s service that is above the current level) and at 1 Gbps.

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

- Morton Early Learning Center and the District Office are on the same campus and share a single WAN connection. The district desires the service to be sold to the District Office in future contracts.

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

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

- Hastings High School proposals should include 1 Gbps service and the vendor's choice of the next higher increment of service, such as 2 Gbps or 10 Gbps.

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

Please review the Upgrade Path clause in the Service Proposal.

- Hastings Middle School, if a separate circuit is required, should be an aggregate of all district WAN bandwidth. Bandwidth on the aggregation circuit should not oversubscribe the total of all building bandwidth except that it should not exceed 10 Gbps.

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

Currently Spectrum Ethernet services are not "QoS aware." Our current Ethernet service offerings provide the highest Ethernet service classification available to all of our customers – free of network congestion and with high availability, making network QoS unnecessary. All network traffic is treated with equal priority and the Spectrum network is not oversubscribed.

- Vendor may propose that buildings within close proximity of each other share or aggregate into a single connection, but such aggregation may be evaluated differently than dedicated connections.

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

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

Spectrum's obligation is to provide Services to the Customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point ("Demarcation Point"), which is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

Contract terms shall be not less than 36 months. The district will entertain longer terms and also desires that contract extensions, either annual or the same as the initial term, be made available within the guidelines of the E-rate program.

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

Please review the contract extension clause in the Service Proposal.

For further information, contact:
Lawrence Tunks, Director of Technology
Hastings Public Schools
402-461-7500
lawrence.tunks@hpstigers.org

Acknowledged.

APPENDIX

- **Ethernet - Product Brief**
- **Ethernet - SLA**

Ethernet Services



Accelerate performance with a secure, reliable, private network

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

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

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

Product highlights



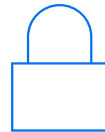
High reliability

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



Exceptional performance

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



Inherent security

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



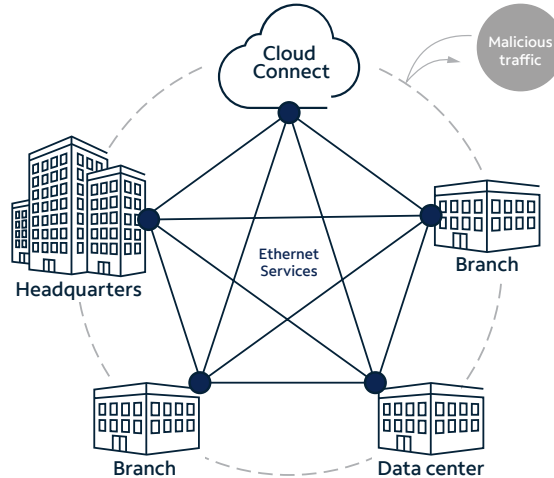
Hybrid WAN integration

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

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

Spectrum Business Ethernet Services

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



Available services

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

Learn more

enterprise.spectrum.com/Ethernet

Spectrum Business

Service Level Agreement for Enterprise Services: Ethernet

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

I. Priority Classifications and Definitions

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

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

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

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

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

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

II. SLA Targets for Ethernet and Cloud Connect Services

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

¹ Measured as described below.

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

³ Refers to the length of the actual fiber route.

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

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

III. SLA Calculations

1. Service Availability

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

Service Availability per calendar month is calculated as follows:

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

2. Mean Time to Restore (MTTR)

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

MTTR per calendar month is calculated as follows:

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

3. Latency/Frame Delay

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

Latency/Frame Delay is calculated as follows:

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

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

Packet Delivery is calculated as follows:

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

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

Jitter or Frame Delay Variation is calculated as follows:

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

1. Service Credits

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

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

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

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

2. Chronic Priority 1 Outages

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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