

Altice Business/Suddenlink Business Services Proposal

For

Tom Green County Library / FCC Form 470 #: 190008292

Leased Lit Fiber with Dedicated Internet Access

01/02/2019

Executive Overview

Altice USA is a communications and media company that enables its customers through the power of connectivity. With a relentless focus on challenging today's norm while developing the telecommunication of the future, our products and services bring people closer together and connect them to the things that matter most to them, faster and more easily than ever before.

Altice Business offers data, Internet, voice, managed services and pay TV products to hundreds of thousands of small, medium and large-sized businesses across the country. To meet our customers' growing business needs, our 100% fully-owned fiber network delivers high-performance fixed and mobile connectivity from coast-to-coast.

Suddenlink Business, the Altice Business arm in the western United States, offers affordable networking solutions, custom-tailored for its customers, with local relationships that are unique to the telecommunications industry.

Suddenlink Business will provide reliable fiber-based leased lit fiber with internet access service over a secure network that is backed by outstanding customer service and 24 X 7 network support with no cost for ongoing maintenance and support.

The proposed solutions are offered as a leased service. All components will be owned and maintained by Suddenlink Business for the life of the contract, including the fiber-optic lines and electronic components necessary for transmission.

Proposal Summary

Suddenlink Business Services ("Suddenlink Business") proposes to Tom Green County Library ("Customer", "Tom Green County Library") a leased lit fiber option with internet access.

Service will be delivered over a Fiber-optic Gigabit Ethernet backbone. Suddenlink Business will provide, at no cost to the customer, 24 x 7 network monitoring for the fastest and most efficient method of support and maintenance of the network.

Features & Benefits of Fiber-optic Ethernet Services

- **High Capacity** – The proposed Fiber-optic internet bandwidth is scalable to full-duplex Gigabit service multiple locations, providing a future-proof platform.
- **Ethernet Is Simple Technology** – you can connect Local Area Networks together in one seamless Wide Area Network.
- **Gigabit Ethernet Handoff** – Suddenlink Business will provide a Gigabit Ethernet interface to the Wide Area Network.
- **Multiple Applications** – “Shared” Gigabit Ethernet provides the necessary bandwidth to be used by multiple IP-based applications, accounting applications, video streaming, E-mail, data transfer, Internet traffic, IP-Video Conferencing, etc.
- **Suddenlink Business Employs Local, Certified Fiber Technicians who are On Call 24X7** – provides fast response, and there is absolutely no cost for fiber line maintenance.
- **Suddenlink Business Employs Cisco-Certified Engineers** – absolutely no cost to you for WAN-electronics maintenance.
- **Fiber Is Superior in Reliability to Copper or Wireless** – Fiber is made of silica, a pure, non-metallic material that transmits light waves and is immune to data loss caused by noise interference, cross talk, changes in temperature, moisture, or electrical surges.

Service and Support

Suddenlink Business guarantees 99.99% network uptime. Service will not be interrupted during business hours for planned maintenance.

Suddenlink Business will provide, at no cost to the customer, 24 X 7 network monitoring for the fastest and most efficient method of support and maintenance of the network. This will be accomplished by a VLAN connection into the Network Operations Center from the Suddenlink Business Headend. To protect the company’s WAN and LAN’s from outside access, Suddenlink Business will use QnQ Tunneling on this VLAN, which will only be accessible by Suddenlink Business personnel, for the maintenance and support of this network.

In the event of an outage or disruption in service, planned or unplanned, Tom Green County Library’s personnel will be contacted the by the Suddenlink Business Network Operations Center (“NOC”) according to a prescribed notification process provided by Tom Green County Library including contact information and hours of availability. If it is necessary for a Suddenlink Business technician to be dispatched onsite, **response time will be within 4 hours**. In addition, Tom Green County Library’s personnel may contact the Suddenlink Business NOC by calling a non-published number for the

Suddenlink Business NOC in the event of an outage or technical difficulty with the proposed service.

Installation

Suddenlink Business has a Project Management team who will oversee the project from start to finish, including purchase and delivery of all equipment, timelines, communication of schedules, etc. The IP Engineering department will work with Tom Green County Library's IT department to pre-configure all Suddenlink Business switches prior to installation. The Suddenlink Business Regional Fiber Planning Engineer will plan and oversee the installation of all fiber and termination equipment. Once the equipment is in place, testing for signal strength will be performed prior to handing off to the data engineering team for insertion into the switch and final testing. Suddenlink Business asks that Tom Green County Library allow 45 business days for installation after the agreement is approved.

- TBD based upon E-rate funding

Conduit Inside Buildings

The price for installation for service includes fiber from the building entrance to the point of termination inside each building; however, this does not include the conduit necessary to meet building codes. Tom Green County Library will be required to install conduit from the building entrance (Tom Green County Library - where fiber enters the building) to the point of fiber termination inside the building.

- N/A as Suddenlink Business will extend the fiber to the required demarc in each building

Rack Space, Electricity, and UPS

This proposal does include costs for rack space and UPS equipment for Suddenlink Business switches, but not electricity.

References for fiber-based services:

1. Lubbock ISD

Terry Driscoll, Director of Technology
(806) 219-6100
tdriscoll@lubbockisd.org
Dedicated Internet Access, SIP Trunks & 10 GB Managed Data Transport

2. Abilene ISD

Cary Owens, Director of Technology
(325)-677-1444
cary.owens@abileneisd.org
Lit-Unmanaged WAN, Dedicated Internet Access and SIP service

3. Region XIV – West Texas Telecommunication Consortium

Mike Wetsel, Director of Technology
(325) 675-8662
mwetsel@esc14.net
Multi-Site Lit Managed WAN

4. Big Spring ISD

Corey Wood, Director of Technology
(432) 264-3600
cowood@bsisd.esc.18.net
Dedicated Internet Access, Lit Unmanaged WAN, PRIs/Basic Phone

5. San Angelo ISD

Charlyn Doyle, Director of Technology
(325) 657- 4003 ext 113
charlyn.doyle@saisd.org
Dedicated Internet Access, Lit Managed WAN, PRIs/Basic Phone

Rates: Fiber-Based Services

The prices for this service, based on a single or multi-year agreement, would include the following:

Dedicated Internet Access

- **Services Delivered to: 33 W Beauregard Ave, San Angelo, TX**
- DIA – Direct Internet Access
- Service Level Agreement (SLA) is included. Monitoring, Maintenance and 24/7/365 Support are also included.
- Definitions:
 - MRC = Monthly Recurring Charge

<u>Speed</u>	<u>12 month MRC</u>	<u>24 month MRC</u>	<u>36 month MRC</u>
1Gbps	\$3,076.00	\$3,076.00	\$3,076.00
2 Gbps	\$5,758.00	\$4,958.00	\$4,235.00

Additional Information:

- Quote includes a layer 2 Cisco switch with Ethernet handoff. Ownership of the equipment will not transfer to Tom Green County at the end of the contract term.
- Standard installation timeline line is 45 calendar days.
- A copy of Suddenlink Business's Service Level Agreement (SLA) will be included with this proposal to thoroughly describe Tom Green County Library and Suddenlink Business's responsibilities.
- Additional taxes &/or fees are not included in this proposal. They may include, but are not limited to, local &/or state taxes, FCC fees, 0.7% State Recovery Cost fee, etc.
- The State Cost Recovery Fee is not tax exempt. This is a pass-through fee that telecom providers are required to collect on all services sold including installation/construction fees. This fee is eligible for E-rate reimbursement.
- Suddenlink Business's SPIN is 143016446

Conclusion:

The proposed circuit and equipment will be maintained and supported by Suddenlink Business as part of the monthly service. There is no additional cost for support. Our certified technicians are available 24/7/365 and are ready to assist you with technical issues and questions.

When you consider the reliability of fiber, Suddenlink Business's maintenance and support, the proposed leased lit fiber service with internet access is the most cost-effective solution available for Tom Green County Library.

Our goal is to provide Tom Green County Library with a telecommunications solution that is reliable, scalable and affordable. I believe the proposed service will meet this goal.

Thank you for the opportunity to present this proposal.

Michele Kirkland

Regional Account Executive

Suddenlink Business

325-437-4422 – Abilene office

325-864-1616 – Cell

Michele.Kirkland@AlticeUSA.com

This proposal is considered strictly CONFIDENTIAL and valid for 60 days.



Service Level Agreement

I. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Service Agreement by and between Suddenlink Business Services, LLC (“Suddenlink”) and the undersigned Customer. Suddenlink shall endeavor to meet the performance standards and services levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

A. Network Availability. The Suddenlink network shall be available for use by Customer with the Services provided under the Agreement at least 99.99% of the available time (“Network Availability”). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in each calendar month and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A.3 of this SLA shall not be included in determining whether Suddenlink has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Suddenlink will be deemed to have met the Network Availability performance standard of 99.99%.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Suddenlink's Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Suddenlink restores the Services to Customer.

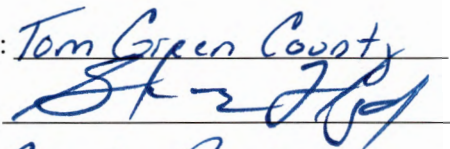
2. Service Interruption Credits for Network Availability. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
Less than 2 continuous hours	None
2 hours or More	1/30 of MRC due for the applicable month for each 2 hour period and additional fraction thereof

3. Exceptions to Credit Allowance . Credit Allowances shall not be provided for Services Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Customer; (iii) during any period in which Suddenlink is not allowed access to the premises of Customer to access Suddenlink equipment; (iv) due to scheduled maintenance and repair; or during the maintenance window (v) caused by or due to violations of the Suddenlink Acceptable Use Policy (data customers); (vi) caused by fiber optic cable cuts on the Customer’s property which are not the fault of Suddenlink; (vii) caused by a loss of service or failure of the Customer’s internal wiring or other customer equipment; or (viii) due to Force Majeure events. In no event shall Customer receive more than One (1) month’s MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages. In the event that it is discovered that the Service interruption was at no fault of the Suddenlink network, and/or Suddenlink personnel and is further proven to be as a result of an issue from the Customer’s network, and/or personnel a “No-Fault Trouble Call” fee will be assessed to the customer of \$165 per hour with a 2-hour minimum deemed payable within the next billing cycle.

4. Major Outage. If three (3) times during the term of the Agreement, the Services to the Customer experience a Network Availability outage that falls below the 99.99% agreement, other than as a result of the causes set forth in Section A.3 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the 3rd Major Outage Customer shall notify Suddenlink in writing of its election to terminate this Agreement and this Agreement shall terminate upon Suddenlink's receipt of such notice. If Customer fails to notify Suddenlink within thirty (30) days of the 3rd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section 4 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 4, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Suddenlink shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to **866-232-5455**. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Suddenlink. In the event Suddenlink receives a Trouble Report from Customer, Suddenlink shall respond within 4 hours.

Customer: Tom Green County
Signature: 
Title: County Judge
Date: 1-29-19

Suddenlink:
Signature: _____
Title: _____
Date: _____