

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, April 7, 2020 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from March 3, 2020
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,332,918.68
8. Old Business
9. New Business
10. Executive Session
11. Elected Official Reports & Other Department Reports
 - A. Health Department
 - B. Emergency Management Agency
12. Standing Committee Reports
 - A. Administration-HR
 1. Approval of a 48 Month Contract for 200 Mbps Fiber Internet Service Between Comcast Inc. and Kendall County in a total amount of \$36,384.00 to be Paid on a Monthly Basis
 2. Approval of Low Bid for the IT 2020 Network Infrastructure Project from Current Technologies Corporation in an amount of \$144,782.77
 3. Approval of COVID-19 Temporary Job-Related Travel Restrictions and Telework Guidelines and Procedures
13. Special Committee Reports
 - A. ISACo, UCCL, NACO, and other County Organizations
14. Other Business
15. Chairman's Report
16. Public Comment
17. Questions from the Press
18. Executive Session
19. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
March 3, 2020**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday March 3, 2020 at 6:20 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Scott Gengler, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, and Matt Prochaska. Members absent: Elizabeth Flowers and Robyn Vickers.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Member Prochaska moved to approve the agenda with the amendment to move item 10 executive session to before item 9 new business. Member Giles seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Dr. Tokars updated the board on the spread of the coronavirus, flu and respiratory illnesses.

County Clerk Debbie Gillette spoke about the security of the voter registration information and election cyber security. Matt Kinsey, Director of Technology informed the board on the security systems for email and county computers.

PUBLIC COMMENT

Dominic Romanazzi from Teamsters 330 informed the board that he was available to answer any questions the board may have regarding the union contracts up for vote on the agenda.

CONSENT AGENDA

Member Hendrix moved to approve the consent agenda of **A)** county board minutes from February 4, 2020; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$1,302,094.40; **D)** Chicago HIDTA Executive Director Service contract with Kendall County as the Fiduciary Agent effective November 29, 2019 through November 30, 2023 in the amount of \$177,443.00; **E)** HIDTA Grant Agreement G20CH0002A in the amount of \$1,275,159.00. Member Cesich seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

C) COMBINED CLAIMS: ADMIN \$915.85; ANML CNTRL WRDN \$815.06; BEHAV HLTH \$7,658.60; CAP EXP \$6,000.00; CIR CLK \$1,106.36; CIR CRT JDG \$3,334.17; COMB CRT SVS \$10,229.70; COMM ACTN SVS \$41,086.87; COMM HLTH SVS \$420.31; CORR \$500.72; CNTY ADMIN \$5,011.97; CNTY BRD \$27,903.66; CNTY CLK \$669.69; HIGHWY \$57,467.58; DONATN \$12,000.00; ELCTN \$38,164.71; EMA \$287.92; EMPL BNFTS \$388,127.93; ENVIRO HLTH \$1,315.58; FCLT MGMT \$19,989.43; GIS \$63.45; JURY COMM \$381.38; MERIT COMM \$375.00; PBZ SR PLNR \$822.48; PBZ \$658.49; PRSDG JDGE \$2,871.43; PROB SVS \$9,291.17; PRGM SUPP \$2,261.25; PUB DEF \$587.00; ROE \$497.32; SHF \$10,693.53; SOIL & WTR \$60,000.00; ST ATTY \$3,769.94; TECH \$15,119.99; TRSR \$1,220.59; UTIL \$64,021.74; VET \$1,235.00; SHF \$92,000.00; SHF \$330,931.00; SHF \$41,344.65; JURY COMM \$1,270.10; SHF \$17,187.00; FP \$22,485.78

EXECUTIVE SESSION

Member Prochaska made a motion to go into Executive Session for (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and (8) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

Facilities Management Department Bargaining Agreement

Member Cesich moved to approve the Collective Bargaining Agreement between the Teamsters Local 330 (Kendall County Facilities Management Department) and Kendall County, Illinois effective December 1, 2019 through November 30, 2022. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

County Clerk & Recorder's Office and Assessor's Office Bargaining Agreement

Member Hendrix moved to approve the Collective Bargaining Agreement between the Teamsters Local 330 (Kendall County Clerk & Recorder's Office and Kendall County Assessor's Office), the Kendall County Clerk and Recorder, and Kendall County, Illinois effective December 1, 2019 through November 30, 2023. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE REPORTS

Facilities

Forest Preserve Lease

Member Kellogg moved to approve the Forest Preserve District of Kendall County Lease in the Historic Courthouse for offices #110, 111, 112, 113 & 114 in the amount of \$3,836.00 per month starting March 31, 2020. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendments. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-16 is available in the Office of the County Clerk.

Pickerill House License

Member Kellogg moved to approve the Pickerill House License for storage space with the County of Kendall in the amount of \$3,836.00 per month starting March 31, 2020. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendments. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-17 is available in the Office of the County Clerk.

Rent Payment

Member Kellogg moved to approve a Memorandum of Understanding (MOU) between the Forest Preserve District of Kendall County and the County of Kendall regarding rent payment. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendment. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-18 is available in the Office of the County Clerk.

Finance

Email Account Policy

Member Kellogg moved to approve the Kendall County email account provisioning policy. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendment. All members present voting aye. **Motion carried.**

Mobile Stage

Member Kellogg moved to approve the contribution of twenty percent of the total cost of the purchase of a mobile stage in an amount not to exceed \$10,000. Member Hendrix seconded the motion.

Member Kellogg explained that this is a joint project with the Village of Oswego, it will be used and stored at the fairgrounds by the Village of Oswego.

Chairman Gryder asked for a roll call vote on the motion with the approved amendment. All members present voting aye. **Motion carried.**

Animal Control

HVAC Improvements

Member Cesich moved to approve a contract with Peter Perella & Company in the amount of \$75,800.00 for HVAC improvements for the Animal Control Facility. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendment. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-19 is available in the Office of the County Clerk.

OTHER BUSINESS

Member Hendrix spoke about Waubensee Community College trades program for students at the Plano Campus.

Member Prochaska stated that the National Association of Counties held its legislative conference there is a tentative agreement with counties and municipalities and railroads for overpasses/underpasses to eliminate at grade intersections at major lines. They announced the new live healthy program.

Chairman's Report

Member Cesich moved to approve the appointments. Member Gengler seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments

Trustee Terry Olson – KenCom Executive Board – Village of Oswego
Trustee Luis Perez – KenCom Executive Board (Alternate) – Village of Oswego
Dr. Karin Gustafson-Williams – Kendall County Board of Health – 3 year term – Expires March 2023

Chairman Gryder mentioned the timelines for the census regarding mailings and door knockers. It is important to get an accurate count; Federal Assistance at stake is \$1,400 per adult and \$2,700 per child under the age of 5. Information can be found at 2020census.gov website.

QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked about the Waubensee Community College classes if they would still be offering English and Speech classes at the Plano Campus. Mr. Wyman asked when the Animal Control Facility remodel would be completed.

ADJOURNMENT

Member Cesich moved to adjourn the County Board Meeting until the next scheduled meeting. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 8th day of March, 2020.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, March 9, 2020
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Tony Giles called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived at Meeting	Left Meeting
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

With all members present voting aye, a quorum was determined to conduct business.

Others Present: Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, Operations Commander Jason Langston, Chief Deputy Mike Peters, Chief Judge Robert Pilmer, Coroner Jacquie Purcell, Corrections Commander Jeanne Russo, State’s Attorney Eric Weis

Approval of the Agenda – Member Hendrix made a motion to approve the agenda, second by Member Gilmour. **With all members present voting aye, the amended agenda was approved.**

Approval of Minutes – Member Hendrix made a motion to approve the February 10, 2020 meeting minutes, second by Member Gilmour. **With all members present voting aye, the motion carried.**

Public Comment - None

Status Reports

Coroner – Coroner Purcell reviewed the monthly report with the committee, and reported 35 deaths: Responded to 5 scenes, transported 5 and 2 external examinations. Written report provided.

EMA – Written report provided. Director Joe Gillespie reported search and rescue training continued. Severe weather training with a large group of the community attending was successful. Siren and STARCOM testing is continuing. WSPY will have a tower climber out this week to replace an antenna that was knocked off during microwave upgrades. EMA is working closely with the Kendall County Health Department regarding the changing status of the Corona Virus. Mr. Gillespie and Dr. Tokars meet twice a week to stay abreast of state and federal guidelines. Committee discussed ordinances and laws of electronic meetings if they become necessary.

Public Defender – Written report provided. Public Defender Chuffo provided.

Court Services –Director Elliott provided information on the updated process for law enforcement to process youth offenders direct with Kane County Juvenile Justice Center. Training will be on April 1st and 9, 2020. Ms. Elliott also informed the Committee the IGA with Kane County Juvenile Justice Center will expire in November 2020. Ms. Elliott is in process of comparing River Valley Detention Center in Joliet and Kane County Juvenile Justice Center in St. Charles. Written report provided.

Sheriff's Report

- a. Operations Division – Written report provided. Commander Langston reported the fee study that previously passed through the Law, Justice and Legislation Committee is underway, anticipates to provide information for the April meeting. The Polar Plunge was held March 1, 2020 and raised \$110,000.00. Working with Dr. Tokars and the Kendall County Health Department for best practices on prevention of the Corona Virus for staff and patrol.
- b. Corrections Division – Written report provided. Chief Deputy Peters reported the in house medical workers in conjunction with Dr. Tokars are working to develop procedures and protocol for the jail in regards to the Corona Virus.
- c. Records Division - Written report provided.

Old Business – None

New Business - None

Chairman's Report/Comments – No report

Public Comment - None

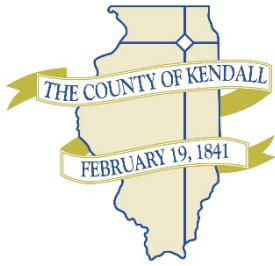
Legislative Update – Senate Bill 2466 gives counties the authority to revoke special uses. The Bill is scheduled for hearing on March 18 or 19, 2020. Pending local government committee hearing, should have floor vote by the end of the month.

Executive Session – Not needed

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Vickers. **With all members in agreement, the meeting adjourned at 4:23 p.m.**

Respectfully Submitted,

Christina Wald
Recording Clerk



Kendall County Agenda Briefing

Committee: HR Admin

Meeting Date: 3-2-2020

Amount: N/A

Budget: N/A

Issue: Notify the Committee that the Technology Department would be going to bid for 2nd Internet Connection to replace current provider whose contract ends in August.

Background and Discussion:

Current provider contract ends in August with speeds of 150Mbps. With the heavy utilization of Internet services across all departments we will be looking to increase the speed of the service.

Committee Action:

N/A

Staff Recommendation:

Staff recommends Comcast as the provider. Staff further recommends speed selection of 200Mbps or greater to facilitate demand of usage by department.

Prepared by: Matthew Kinsey

Department: Technology

Date: 3/27/2020

Network Service Proposal

Kendall County
Request for Proposal

2020 Secondary Fiber Internet Connection
March 16, 2020

Lucas Potter
Strategic Enterprise Account Executive
2001 York Rd
Oak Brook, IL 60523
224-229-4086
lucas_potter@cable.comcast.com



COMCAST
BUSINESS
BEYOND FAST

COMCAST BUSINESS

Transmittal Letter

March 16th, 2020

Matt Kinsey
Kendall County
811 W John St Room 229
Yorkville, IL 60560

Dear Matt Kinsey,

Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with Kendall County and its representatives. Comcast is pleased to provide this proposal (the "proposal") to Kendall County ("Kendall County") for managed network services in response to the request for proposal; 2020 Secondary Fiber Internet Connection dated March 10th, 2020 for Kendall County.

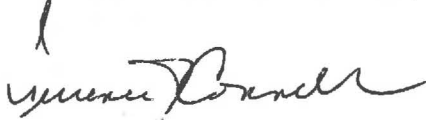
Kendall County is responsible for compliance with applicable state and local procurement laws. It is our understanding that Kendall County, based on this request for proposal, is not seeking services pursuant to the State Procurement code or under a current cooperative purchasing agreement between Comcast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

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, Lucas Potter, at 224-229-4086, 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. Kendall County 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 90 days.

COMCAST BUSINESS

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 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.

Proposed Solution

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.

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

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.

Additional Services Offered

Comcast Business VoiceEdge™

If you are looking to replace your existing phone system without upfront or ongoing maintenance costs, Comcast Business VoiceEdge is a cloud-based voice solution that offers the advanced features that your organization requires while reducing capital expenditures for telephony. With Business VoiceEdge, you'll have a cloud-based, virtual PBX service loaded with calling features that provides affordable and predictable monthly costs, and reliable service and network-based features that enable disaster recovery, efficient mobile integration, interoperability with popular desktop applications like Google Chrome™, Microsoft Office and Skype for Business and seamless connectivity. In addition, Be Anywhere, a service included with Business VoiceEdge, seamlessly connects staff to send and receive calls on any device wherever they may be.

Comcast Business PRI Trunking

Comcast Business PRI Trunking provides a physical connection from your PBX to the largest VoIP network in the nation. PRI Trunking allows you to manage costs by leveraging your existing PBX system and onsite IT staff while maximizing your phone capabilities over our private IP network. This voice service allows you to grow your business and enable business continuity if disaster strikes.

Comcast Business SIP Trunking

Comcast Business SIP Trunking offers even greater efficiencies and potential savings leveraging an existing investment in an IP-PBX while reducing costs. Comcast Business SIP Trunking is delivered over the largest VoIP network in the nation, providing dedicated bandwidth to ensure streamlined voice and data traffic. The flexibility of SIP Trunking allows for multiple ways to configure your enterprise – inbound, outbound, 2-way, single or multiple trunk groups – with the opportunity to activate continuity features so you never miss a call.

Please contact your sales representative for additional details regarding all of Comcast Business' services.

Technical Specifications

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
10Gbps	10GBASE-SR or 10GBASE-LR	1000Mbps	25,000,000

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 (24x7x365)	
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 BGPv4 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 BGPv4 sessions with all BGPv4 compliant router vendors. However, Comcast makes no warranty that it can establish and maintain a BGPv4 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 BGPv4 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.

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.

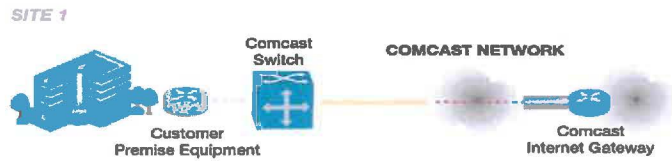
Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

Additional information can be provided upon request.

COMCAST BUSINESS

Network Diagram

ETHERNET DEDICATED INTERNET SERVICE
Provides dedicated and symmetrical link
between existing LAN and public Internet.



“Illustrative Diagram” – Actual installation may differ.

COMCAST BUSINESS

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 Kaizt 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, 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.

COMCAST BUSINESS

Network Security

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 Mins	30 Mins	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

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2019

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 212-948-0360	CONTACT (NAME): PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD PHILADELPHIA, PA 19103	INSURER A : ACE American Insurance Company	NAIC # 22667
	INSURER B : Indemnity Ins Co Of North America	43575
	INSURER C : ACE Property And Casualty Ins Co	20599
	INSURER D : ACE Fire Underwriters Ins. Co.	20702
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-05625822-12 **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 SUBR (INSR) UND	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 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		XSLG7144756A	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 9,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 9,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 9,900,000 GENERAL AGGREGATE \$ 40,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH25285438	12/01/2019	12/01/2020	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X00 G27924840 005	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WLR066040677 (AOS)	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR066040719 (CA, WA)	12/01/2019	12/01/2020	E.L. EACH ACCIDENT \$ 2,000,000
D			SCFC66040793 (WA)	12/01/2019	12/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation		WCUC66040756 (WA)	12/01/2019	12/01/2020	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 <i>Manashi Mukherjee</i>
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ACORD 25 (2016/03)

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COMCAST BUSINESS

Price Proposal

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

Options: Ethernet Dedicated Internet Service (EDI):

Internet bandwidth (EDI) services delivered to the following site:

1. Technology Services-1102 Cornell St Yorkville, IL 60560

Option	Contract Term	Product	Bandwidth	Monthly Recurring Charge	Non-Recurring Charge
1	24 Months	EDI	100 Mbps	\$686.00	\$0.00
2	24 Months	EDI	200 Mbps	\$975.00	\$0.00
3	24 Months	EDI	500 Mbps	\$1,481.00	\$0.00
3	24 Months	EDI	1,000 Mbps	\$1,950.00	\$0.00
4	36 Months	EDI	100 Mbps	\$598.00	\$0.00
5	36 Months	EDI	200 Mbps	\$850.00	\$0.00
6	36 Months	EDI	500 Mbps	\$1,285.00	\$0.00
7	36 Months	EDI	1,000 Mbps	\$1,460.00	\$0.00
8	48 Months	EDI	100 Mbps	\$516.00	\$0.00
9	48 Months	EDI	200 Mbps	\$733.00	\$0.00
10	48 Months	EDI	500 Mbps	\$1,101.00	\$0.00
11	48 Months	EDI	1,000 Mbps	\$1,400.00	\$0.00

IPv4 Sub-net Blocks	Usable IPs	MRC	NRC
/30	2	\$20.00	\$0
/29	6	\$25.00	\$0
/28	14	\$30.00	\$0
/27	30	\$50.00	\$0
/26	62	\$75.00	\$0
/25	126	\$100.00	\$0
/24	254	\$200.00	\$0

COMCAST BUSINESS

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

References

Joliet Township High School District 204

300 Caterpillar Dr.
Joliet, IL 60436
Wendy Davis, Network Manager
815-727-6756

Lincoln Way Community High School District 210

1801 E. Lincoln Hwy.
New Lenox, IL 60423
Brian Murphy, Director of Technology
815-462-2162

Community High School District 99

6301 Springside Ave.
Downers Grove, IL 60516
Rod Russeau, Director of Technology
847-795-7100

Schaumburg Community Consolidated School District 54

524 E. Schaumburg Rd.
Schaumburg, IL 60194
John Wilms, Director of Technology
847-357-5119

Villa Park School District 45

255 W. Vermont Street
Villa Park, IL 60181
Mike Pinney, Director of Technology
630-530-6200

CASE STUDY

Denver-based **Sage Hospitality** is ahead of the curve in having high-volume bandwidth ready for demanding business guests, both individually and in corporate groups. Comcast helps Sage deliver an enhanced experience for business guests, cost-effectively, with Comcast Business Services.

Kelly L. McCourt, Vice President of Marketing for Sage Hospitality, explains, "Sage's business guests sometimes require greater broadband capabilities than a standard hotel offers. We have technology groups that would like to have 10 Mbps, 20 Mbps, sometimes more. With Comcast's services, we can scale up easily without relying on legacy T1 lines."

Sage Hospitality's IT operation oversees over forty prestigious properties around the United States. Roughly 2,000 of its rooms are served by Comcast broadband, scalable as needed, for video and Ethernet. Both are central to the experience Sage wants all its guests to enjoy.

The streamlined equipment housed in a single-location makes for easier maintenance than distributed equipment in every room. "High-definition TV is an in-room amenity all guests enjoy," McCourt says. "With Comcast it's easy to offer this service."

Comcast Business Services delivers cost effective solutions. "There can be significant cost advantages when you compare broadband with legacy services," McCourt affirms.

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Comcast Account Team

Commercial Matters

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Technical Matters

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Manager

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Comcast Exceptions

All Sections	All Pages	All Provisions	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.
AGREEMENT	Page 1	Payment	Comcast takes exception to this provision and reserves the right to negotiate. Article 3 of the Comcast Terms and Conditions shall govern.
AGREEMENT	Page 2	Indemnification	Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast's indemnification obligations are detailed in Article 6 of the Comcast Agreement and are detailed to the Services provided by Comcast.
AGREEMENT	Page 2	Confidentiality	Comcast takes exception to this provision and reserves the right to negotiate. Article 7 and the definition of Confidential Information as set forth in the Comcast Terms and Conditions shall govern.
AGREEMENT	Page 2-3	Insurance	Comcast takes exception to this provision at this time and reserves the right to negotiate. The Certificate of Insurance attached to this Response is the Insurance available in connection with the Services. While Comcast should meet the limits included in the provision, the way in which the insurance is provided may not meet exactly.
AGREEMENT	Page 4	Compliance with State and Federal Laws	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.
AGREEMENT	Page 4	Background Checks/Security	Comcast takes exception to this provision at this time and reserves the right to negotiate. Comcast employees undergo background and security checks. Comcast is amenable to discussing Customers requirements

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AGREEMENT	Page 5	Non-Appropriation	Comcast may provide an Amendment to address Non-Appropriations as 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.
AGREEMENT	Page 5	Warranties	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 EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES
AGREEMENT	Page 5-6	Termination	Comcast takes exception to this provision and reserves the right to negotiate. Article 5 of the Comcast Terms and Conditions shall govern.
AGREEMENT	Page 6	Assignment	Comcast takes exception to this provision at this time and reserves the right to negotiate. In order to satisfy legal and regulatory requirements, assignment of the work may be required in order to provision the Services. In addition, as Comcast is a public entity, transfer of obligations may be the result of any corporate restructuring. Comcast is amenable to offering Customer the right to exit the contract should an assignment be made that is detrimental to the Customer's interests or that may cause the Service to degrade.
AGREEMENT	Page 6	Force Majeure	Comcast takes exception to this provision and reserves the right to negotiate. Article 9.1 of the Comcast Terms and Conditions shall govern.
AGREEMENT	Page 6	Entire Agreement	Comcast takes exception to this provision at this time and reserves the right to negotiate.

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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 6 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

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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 un-remedied 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

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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.

Comcast Internet Bid Annual Cost Comp 200 Mbps

months	cost	annual	total
24	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00
36	\$ 875.00	\$ 10,500.00	\$ 31,500.00
48	\$ 758.00	\$ 9,096.00	\$ 36,384.00

Current AT&T connection 150 Mbps is \$1,000.00 per month

County 2nd Internet

<i>Company</i>	<i>Contract</i>	<i>Speed</i>	<i>Cost</i>
Comcast	24	100	\$686.00
		200	\$975.00
		500	\$1,481.00
		1000	\$1,950.00
	36	100	\$598.00
		200	\$850.00
		500	\$1,285.00
		1000	\$1,460.00
	48	100	\$516.00
		200	\$733.00
		500	\$1,101.00
		1000	\$1,400.00

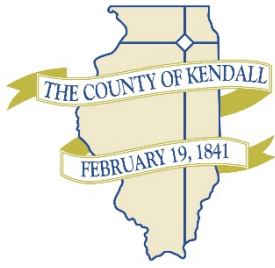
<i>Company</i>	<i>Contract</i>	<i>Speed</i>	<i>Cost</i>
BrightStar	24	0	\$0.00
		0	\$0.00
		0	\$0.00
	36	100	\$580.00
		0	\$0.00
		0	\$0.00
	48	0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00

<i>Company</i>	<i>Contract</i>	<i>Speed</i>	<i>Cost</i>
Cognet	24	100	\$1,500.00
		200	\$2,150.00
		500	\$2,500.00
		1000	\$2,980.00
	36	100	\$1,100.00
		200	\$1,210.00
		500	\$1,450.00
		1000	\$1,760.00
	48	100	\$1,080.00
		200	\$1,240.00
		500	\$1,430.00
		1000	\$1,750.00

<i>Company</i>	<i>Contract</i>	<i>Speed</i>	<i>Cost</i>
Granite	24	100	\$890.00
		200	\$0.00
		500	\$1,625.00
		1000	\$1,845.00
	36	100	\$800.00
		200	\$0.00
		500	\$1,469.00
		1000	\$1,669.00
	48	100	\$729.00

200	\$0.00
500	\$1,335.00
1000	\$1,515.00

<i>Company</i>	<i>Contract</i>	<i>Speed</i>	<i>Cost</i>
MetTel	24	100	\$0.00
		200	\$0.00
		500	\$0.00
		1000	\$0.00
	36	100	\$1,284.97
		200	\$0.00
		500	\$0.00
		1000	\$0.00
	48	100	\$0.00
		200	\$0.00
		500	\$0.00
		1000	\$0.00



Kendall County Agenda Briefing

Committee: HR Admin

Meeting Date: 3-2-2020

Amount: N/A

Budget: N/A

Issue: Notify the Committee that the Technology Department would be going to bid for Network Equipment to replace current infrastructure.

Background and Discussion:

This project was included in the Technology 5 year plan and approved for fiscal year 2020. The current infrastructure for the County is steadily declining due to the age of the equipment.

Committee Action:

N/A

Staff Recommendation:

Staff recommends CTC as the lowest bidder received

Prepared by: Matthew Kinsey

Department: Technology

Date: 3/27/2020



Current Technologies Corporation
 450 Eisenhower Lane North
 Lombard, IL 60148
 www.currenttech.net
 630.388.0240

Prepared For:
Kendall County

Matthew Kinsey
 811 West John Street
 Yorkville, IL 60560
 United States

mkinsey@co.kendall.il.us

Quote

CTCQ18504

Quote Expires: 4/17/2020

Last Modified: 3/17/2020

By: MRhodes

Description:

Kendall County Switching with 16 Port Building Switches

Line	Qty	Description	Part #	Unit Price	Ext. Price
1		<i>16 Port Building Switches</i>			
2	6	Cisco Catalyst 9500 - Network Advantage - switch - L3 - managed - 16 x 10 Gigabit Ethernet	C9500-16X-A	\$7,757.16	\$46,542.96
3	3	Cisco Redundant Power Supply	PWR-C4-950WAC-R/2	\$985.19	\$2,955.57
4	6	Cisco Network and Digital Network Architecture Advantage for Catalyst 9500 - Term License - 1 Switch - 3 Year	C9500-DNA-L-A-3Y	\$3,330.86	\$19,985.16
5		<i>Optical Modules</i>			
6	24	Cisco SFP (mini-GBIC) transceiver module - GigE - 1000Base-LX, 1000Base-LH - LC/PC single-mode - up to 6.2 miles	GLC-LH-SMD=	\$481.33	\$11,551.92
7	4	Cisco SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles	SFP-10G-LR=	\$1,936.59	\$7,746.36
8		SubTotal			\$88,781.97
9					
10		<i>24 Port Top of Rack Server Switches</i>			
11	6	Cisco Catalyst 9300 - Network Essentials - switch - managed - 24 x 100/1000/2500/5000/10000 (UPOE) - rack-mountable - UPOE (560 W)	C9300-24UX-E	\$6,098.77	\$36,592.62
12	3	Cisco Redundant Power Supply	PWR-C1-1100WA-C-P/2	\$891.36	\$2,674.08
13	6	C9300 DNA Essentials, 24-Port, 3 Year Term	C9300-DNA-E-24-3Y	\$286.17	\$1,717.02
14	6	Cisco Catalyst 9300 8 x 10GE Network Module - For Data Networking - 8 10GBase-X Network - Twisted Pair10 Gigabit Ethernet - 10GBase-X	C9300-NM-8X	\$1,196.30	\$7,177.80
15		SubTotal			\$48,161.52
16					
17		<i>Patch Cords - Building Switch Interconnect and Building Switch Stack to Top of Rack Switch Interconnect</i>			
18	12	Cisco 10GBASE-CU SFP+ Cable 1 Meter	SFP-H10GB-CU1M	\$63.72	\$764.64

Line	Qty	Description	Part #	Unit Price	Ext. Price	
19	12	Cisco 10GBASE-CU SFP+ Cable 10 Meter SFP-H10GB-CU10M	SFP-H10GB-CU1 0M	\$245.91	\$2,950.92	
20		<i>Note: Customer to confirm required cable lengths prior to order</i>				
21		SubTotal				\$3,715.56
22						
23		<i>Patch Cords - Fiber Optic Module to Patch Panel Connections</i>				
24	24	2M Duplex Multimode 62.5/125 Fiber Optic Patch Cable LC/LC 6' 6ft 2 Meter - LC - LC - 6.56ft - Orange	N320-02M	\$19.93	\$478.32	
25	4	2M Duplex Singlemode 8.3/125 Fiber Optic Patch Cable LC/LC 6' 6ft 2 Meter - LC Male - LC Male - 6.56ft	N370-02M	\$21.33	\$85.32	
26		<i>Note: Customer to confirm required cable lengths and connector types prior to order</i>				
27		SubTotal				\$563.64
28						
29		<i>SMARTnet for Switches at One Site</i>				
30	2	1YR SNTC-8X5XNBD Catalyst 9500 - C95K16X	CON-SNT-C95K1 6XA	\$1,001.09	\$2,002.18	
31	2	1YR SNTC-8X5XNBD Catalyst 9300 24-port mGig	CON-SNT-C9300 24U	\$778.75	\$1,557.50	
32		SubTotal				\$3,559.68
33						
34	1	Free Shipping	FreeShipping	\$0.00	\$0.00	
				SubTotal	\$144,782.37	

This quote is subject to Current Technologies' Terms and Conditions located at <http://www.currenttech.net/terms>
Product and labor orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. Shipping/Handling & applicable sales tax are not included in this quote and will be invoiced. Software/support orders require prepayment in full.

To order, please sign and email to orders@currenttech.net or request an e-signature link from your salesperson

Agreed and Accepted by _____ Date _____ PO# _____

Department: Technology
Description Network Replacement

Vendor	IFB Quote
CTC	\$144,782.37
Brightstar Networks	\$282,494.00
ITSavvy	\$166,999.50
AITA Technologies	\$146,298.70

COVID-19 Temporary Job-Related Travel Restrictions and Telework Guidelines and Procedures¹

Providing a healthy and safe workplace is a top priority for Kendall County, particularly during the complex, evolving COVID-19 outbreak. We are taking the below steps to minimize the possible transmission of COVID-19 and to promote the best practice of social distancing for our employees and the public.

Temporary Job-Related Travel Restrictions

Effective immediately, Kendall County is suspending all County-sponsored and job-related non-essential travel for Kendall County employees until further notice. We will continue to reassess this guidance and will update these temporary restrictions as appropriate. This suspension includes travel associated with one's activities as a Kendall County employee and job-related travel funded by a grant, foundation, company or other association. If an employee believes there is a compelling business-related reason for such travel, the employee should consult with their department head or elected official to request an exception allowing for such travel.

Temporary Telework Guidelines and Procedures

Kendall County elected officials and department heads, in their sole discretion, may allow eligible employees to telecommute on a temporary or "as needed" basis where possible to limit face-to-face interactions in an effort to reduce the potential impacts of COVID-19. For purposes of these procedures, "telework" refers to a temporary work arrangement under which an employee performs the duties and responsibilities of the employee's position from home, or some other pre-approved remote location, while using technology to connect the department/office to which the employee is assigned.

A. Eligibility

Teleworking may not be suitable for all employees and/or positions. To be eligible to temporarily telework, the employee must, among other things: (1) have portable job duties; (2) have a work site and equipment (telephone, internet, office supplies, etc.) suitable for working at home or another pre-approved remote work location; and (3) be able to work independently and productively. Department heads/elected officials have the sole discretion to decide which employees, if any, are eligible to temporarily telework pursuant to these guidelines. An employee's immediate supervisor or department head/elected official will notify the employee if the employee is eligible to participate in a temporary teleworking arrangement and will confirm any position-specific terms and conditions of such an arrangement.

Due to the uncertainty of the length and severity of the COVID-19 outbreak, all temporary telework arrangements will be evaluated on an ongoing basis and are subject to being modified or discontinued immediately upon written notice. Employees who are approved for temporary telework should have no expectation of ongoing telework.

¹***These Guidelines and Procedures are not intended to alter the employment at-will relationship in any way and do not create a contract of employment, express or implied.***

B. Telework Schedule and Timekeeping

An employee's teleworking hours and break periods should be the same as the employee's regular office work hours, unless the employee's department head/elected official has approved in writing an alternative teleworking schedule for the employee. All FLSA non-exempt teleworking employees must receive prior written authorization from their immediate supervisor before working any overtime hours.

Unless a flexible schedule is agreed to, employees should not permit non-work related events and activities to disrupt or interfere with scheduled work time. Requests to use sick leave, vacation or other leave must be approved in the same manner as the employee who is working in the office. A teleworking employee must document all time worked and account for hours not worked with the appropriate leave designation (annual, sick, comp time, leave without pay, etc.) in accordance with their department's/elected office's timekeeping policies and procedures.

C. Performance Expectations

Employees are responsible for the same performance and conduct expectations, including communications with supervisors and employees whom they supervise, while teleworking as they are during normal Kendall County business operations.

While telecommuting, the employee:

- Must continue to abide by all other policies and procedures including, but not limited to, those regarding computer use, social media and confidentiality;
- Must remain accessible by phone and electronically during the telecommute work schedule.
- Must establish communication among co-workers and the public;
- Must check in with the employee's immediate supervisor and department head/elected official to discuss work status and open issues; and
- Must be available for teleconferences, scheduled on an as-needed basis.

D. Teleworking Equipment and Supplies

On a case-by-case basis, and subject to change at any time, the employee's department head/elected official will determine what equipment, if any, to provide to the employee to facilitate the teleworking arrangement. Any Kendall County equipment provided to an employee as part of a teleworking arrangement shall remain the property of Kendall County, and Kendall County will maintain that equipment. Kendall County equipment must be used for business purposes only. Depending on the circumstances, the employee may be responsible for any theft, damage or loss of property belonging to Kendall County. Kendall County and its elected officials accept no responsibility for theft, loss, damage or repairs to any non-County owned equipment and property.

Kendall County will reimburse the employee for certain necessary business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with the employee's approved

job responsibilities. However, the employee must obtain prior written approval from their department head/elected official before incurring such reimbursable expenses.

E. Teleworking Work Sites

The teleworking employee shall designate a workspace, at the off-site work area, for installation of any equipment to be used while telecommuting. This workspace should be maintained in a safe condition, free from hazards to people and equipment. If the employee sustains a work-related injury while teleworking from a remote work site, the employee must immediately report his or her injury to the employee's applicable department head/elected official.

Kendall County and its elected officials are not liable for any loss, destruction or injury that may occur in or to the employee's remote work site. This includes any injuries sustained by the employee's family members, visitors, or others within or around the employee's home or other remote work site.

F. Security

Employees approved for temporary telework are responsible for the security of information, documents, and records in their possession or used during teleworking. Restricted-access material should not be accessed or removed from the employee's worksite without prior written consent from the employee's immediate supervisor and/or their department head/elected official. Employees approved for temporary telework must apply appropriate safeguards to protect confidential information from unauthorized disclosure or damage. Also, employees must continue to comply with all record retention requirements set forth in the Illinois Local Records Act and all applicable Kendall County record retention policies and procedures.

G. Miscellaneous

Employees are responsible for addressing and resolving any questions about their ability to deduct expenses related to telework.

Kendall County and its elected officials have the right to cancel or suspend employee telework privileges at any time for any reason or for no reason.