



**CUSTOM WIDE AREA NETWORK
SOLUTION PROPOSAL**

for



In Response To: Form 470 #190001075

**Presented by:
Strategic Account Team
Kaitlyn Calloway & Jennifer Dawson**

11/15/2018



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Donald Gordon
Technology Director
Hillsboro Independent School District
121 E. Franklin
Hillsboro, TX 76645

Dear Donald,

Unite Private Networks, LLC (UPN) is pleased to provide Hillsboro Independent School District with this comprehensive Fiber-Optic Wide Area Network (WAN) proposal in response to Form 470 #190001075.

UPN is offering a full duplex Gigabit Ethernet network with an aggregate capacity of 4.0 or 40.0 Gbps between the hub site and four edge locations. The edge sites will have a full 1.0 or 10.0 GigE connection to the hub site via the assigned fiber pair. This design has two lit fibers to every location in a layer two hub and spoke design. There will be four pairs of fiber coming into the hub location, with a spare to each really making the total eight pairs. Our 100% fiber solution provides the District with scalability to have the bandwidth you need in the future with a simple equipment upgrade. UPN is also proposing a dark fiber option including eight (8) strands.

There are approximately 5.15 miles of new fiber infrastructure to be constructed to connect the five locations in the enclosed proposal. UPN has performed due diligence on the proposed fiber routes. Our team consists of many utility veterans who are knowledgeable of local laws, right of way access and utility permitting. This solution is a full turn-key solution consisting of engineering, permitting, construction, electronics and maintenance. With our experience and knowledge, we can ensure a smooth implementation and successful project

UPN has a proven demonstrable track record of delivering Gigabit turn-key WANs to school districts. We currently provide WANs to over 250 districts in 21 states. Bandwidth provided to districts range from 1 Gigabit up to 100 Gigabit solutions, depending on the district's current need. Upgrades to bandwidth can be made easily and economically as the district's requirements change. Many of our past projects have been similar in scope to yours. Several of these have been listed as examples in the reference section.

This lit managed service is fully E-Rate compliant under Category1 funding requirements. UPN's SPIN is 143029868. Our Tax ID # is 27-3388408 and we've been in business since 1998.

Selecting UPN as your provider will give the District many benefits and options, including:

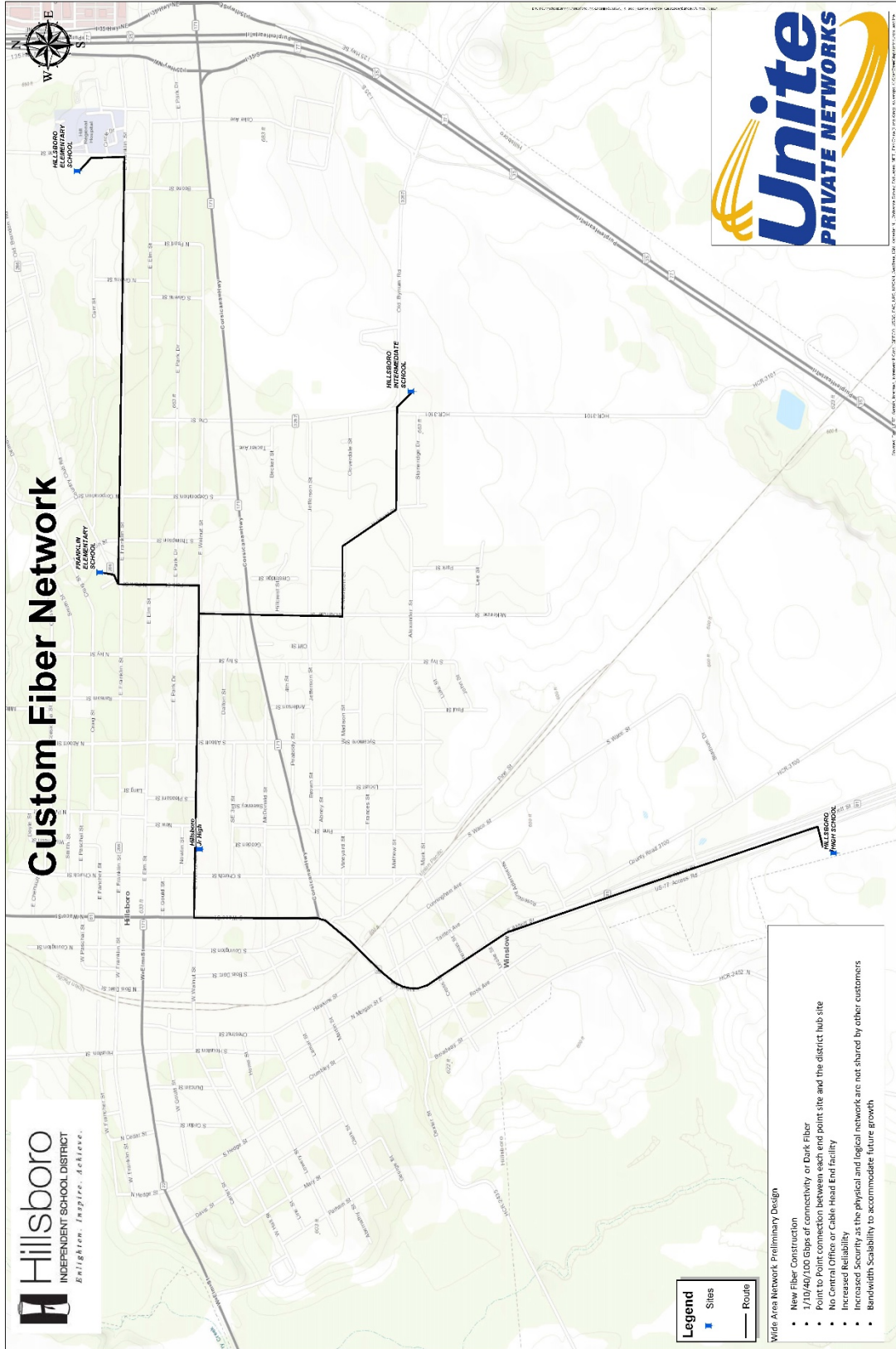
- UPN's unique value proposition provides districts with many advantages relating to the control of your network, but without the hassles. These advantages include District's visibility and control of your network, long term price stability, and virtually unlimited bandwidth upgrades with minimal cost increases. Best of all, UPN owns and maintains the network, manages the fiber infrastructure (locates, restoration and relocates) and manages the service, all of which are included in this Category 1 E-rate eligible solution.
- UPN's solution allows the District the flexibility to continue to manage their network configuration without UPN intervention.
- UPN delivers its service over fiber pairs that have been specifically deployed for use by the District. This assures the District of constant available bandwidth and unprecedented flexibility in network management. Many incumbent vendors offer smaller bandwidth increments so they can use existing legacy equipment and facilities. These public systems can be less reliable and less secure, since they include routing through Telco or cable head end offices. Our approach at UPN is to always recommend and implement full duplex bandwidth when deploying pure fiber WANs for school networks such as the one proposed here. This provides the District a clean, secure, reliable solution.
- Our fiber networks offer high bandwidth solutions that exceed the guidelines announced and known as Connect Ed. As the FCC focuses on E-Rate 2.0 and considers implementing bandwidth standards, your District can be assured that selecting this network will enable you to stay ahead of the targets to implement digital learning opportunities for your students. These opportunities help students compete in the global marketplace.
- Finally, UPN assigns your District a team that is focused on education solutions and has extensive knowledge with E-Rate processes and procedures. Our E-Rate Contract Manager is available to assist you on E-Rate issues. Since our solutions are Category 1 compliant, you can be confident in your ability to secure your E-Rate funding.

We welcome the opportunity to meet with the evaluation committee to present our solution in more detail. We encourage the District to contact any school district listed on our school references list. UPN believes that once the District understands our response in full, you will agree that Unite Private Networks is the best vendor to partner with for your fiber WAN project! Please feel free to contact us at SAC@upnfiber.com or at (816) 533-4134 if we can answer any questions or be of further assistance.

Best regards,

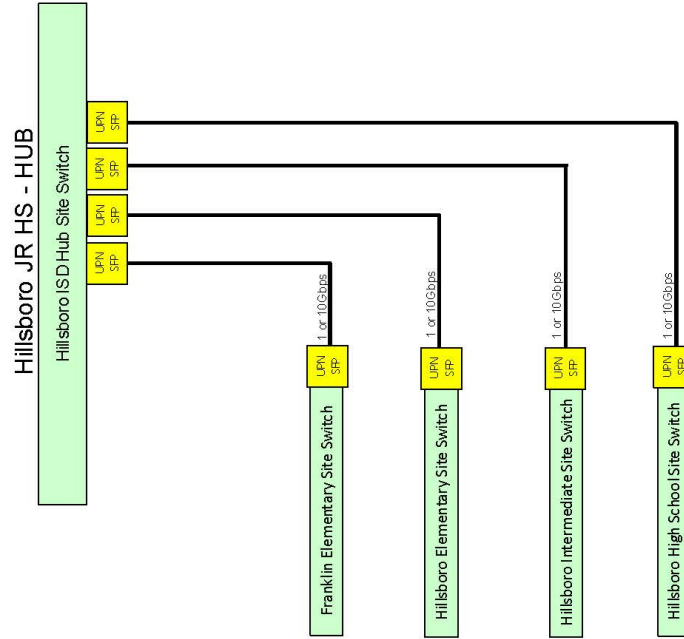
Kaitlyn Calloway & Jennifer Dawson
Strategic Account Team

Proposed Network Map



Logical Network Diagram – Lit Fiber

Hillsboro ISD – EWAN 1Gbps and 10Gbps



Scope of Work:

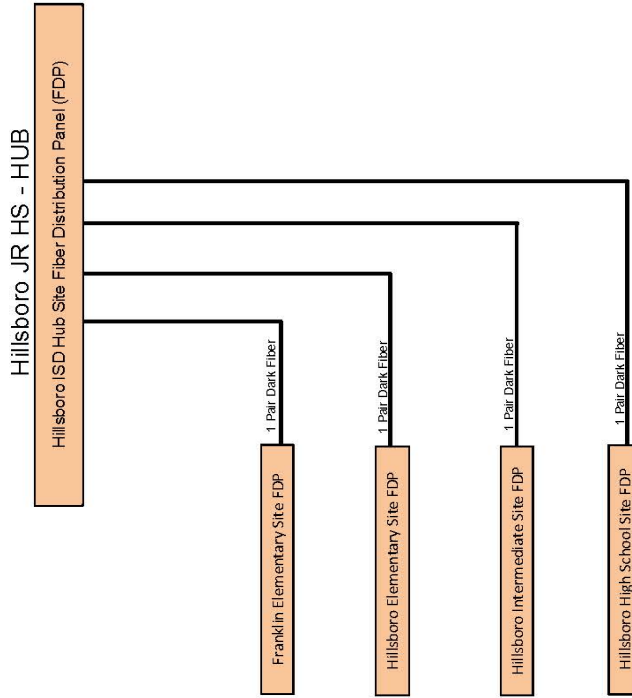
- 1-Hub & 4-spokes configuration.
- UPN provides SFP's specified for each 1Gbps or 10Gbps Ethernet span.
- Each remote location has a dedicated 1Gbps or 10Gbps Ethernet fiber path back to the hub.
- UPN provides SFP's compatible with Hillsboro ISD switches per e-rate rules for lit EWAN equipment.



11/12/2018	PROJECT ID: 17523
NOTE: School layout subject to change upon final approval.	
Solution ENGINEER: RWS	

Logical Network Diagram – Dark Fiber

Hillsboro ISD – EWAN Dedicated Dark Fiber



Scope of Work:

- 1-Hub & 4-spokes configuration.
- UPN provides 1 pair of dark fiber (2 strands) between each remote site and the hub location.

UPN provides Fiber Distribution Panel at the hub and each remote location. The FDP will be the demarc between Hillsboro ISD and UPN.



	11/12/2018	PROJECT ID: 17523
NOTE: School layout subject to change upon final approval.		Solution ENGINEER: RWS

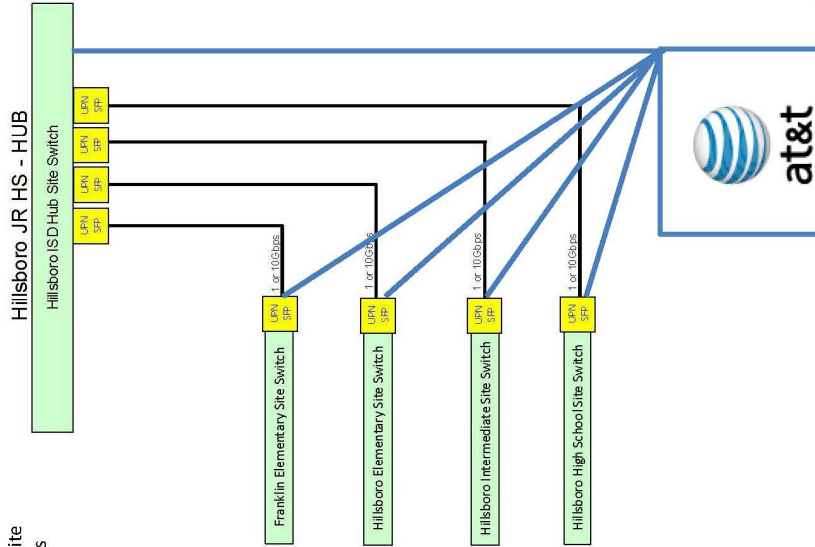
Bandwidth Comparison Logical

A UPN Dedicated Network delivers 4 or 40 times the capacity of AT&T

AT&T Network capacity = 1.0 Gbps
 AT&T will deliver 1.0 Gbps to each of the edge sites then consolidate those circuits in the Cable Head End for delivery via an aggregation circuit to the district hub site. The actual bandwidth throughput per site is 250.0 Mbps the result of the 1.0 Gbps bandwidth of the aggregation circuit divided by the number of edge sites.

Hillsboro ISD – EWAN 1Gbps and 10Gbps

UPN Network capacity = 4.0 or 40.0 Gbps
 Unite Private Networks delivers a full 1.0 or 10.0 Gbps via dedicated fiber pairs from each of the remotes to the district hub site.



Scope of Work:

- 1-Hub & 4-spokes configuration.
- UPN provides SFP's specified for each 1Gbps or 10Gbps Ethernet span.
- Each remote location has a dedicated 1Gbps or 10Gbps Ethernet fiber path back to the hub.
- UPN provides SFP's compatible with Hillsboro ISD switches per e-rate rules for ITEWAN equipment.



11/12/2018	PROJECT ID: 17523
NOTE: School layout subject to change upon final approval.	
Solution ENGINEER: RWS	

Pricing Summary

Hillsboro Independent School District

SCOPE OF WORK:

1.0 Gbps or 10.0 Gbps Lit Fiber Solution -

- Fiber-Optic Wide Area Network (WAN) connecting five locations
- Hub and spoke network with Switch at the hub and SFPs at the remotes and at the District Hub
- 1.0 or 10.0 GigE service to five locations delivered over assigned home run fiber paths

Dark Fiber Solution -

- (8) Eight Strand Dark Fiber Network connecting five locations
- Hub and spoke network with fiber distribution panels (FDP) at the hub and remote locations
- District to provide electronics to light fiber
- Maintenance & Operations is included in monthly lease costs

Choose one of the four (4) pricing/bandwidth options as shown in the below tables..

MONTHLY CHARGES ONLY PRICING OPTIONS:

Option 1:

1.0 or 10.0 Gbps	15 Years	10 Years	5 Years	3 Years
Monthly Cost per school Post E-rate	\$279	\$299	\$339	\$379
Monthly Cost per school Pre-E-Rate	\$1,395	\$1,495	\$1,695	\$1,895
Total Monthly Costs Post E-Rate	\$1,395	\$1,495	\$1,695	\$1,895
Total Monthly Cost Pre-E-Rate	\$6,975	\$7,475	\$8,475	\$9,475
Number of Sites	5	E-Rate Discount	80%	

Option 2:

Dark Fiber – 8 Strands	15 Years	10 Years	5 Years	3 Years
Monthly Cost per school Post E-rate	\$278	\$298	\$338	\$378
Monthly Cost per school Pre-E-Rate	\$1,390	\$1,490	\$1,690	\$1,890
Total Monthly Costs Post E-Rate	\$1,390	\$1,490	\$1,690	\$1,890
Total Monthly Cost Pre-E-Rate	\$6,950	\$7,450	\$8,450	\$9,450
Number of Sites	5	E-Rate Discount	80%	

SPECIAL CONSTRUCTION PRICING OPTIONS:

Option 3:

1.0 or 10.0 Gbps	15 Years With SCC/NRC	10 Years With SCC/NRC	5 Years With SCC/NRC	3 Years With SCC/NRC
Monthly Cost per school Post E-rate	\$119	\$119	\$119	\$119
Monthly Cost per school Pre-E-Rate	\$595	\$595	\$595	\$595
Total Monthly Costs Post E-Rate	\$595	\$595	\$595	\$595
Total Monthly Cost Pre-E-Rate	\$2,975	\$2,975	\$2,975	\$2,975
Special Construction Charge (SCC) Post E-Rate	\$72,800	\$72,800	\$72,800	\$72,800
Special Construction Charge (SCC)	\$364,000	\$364,000	\$364,000	\$364,000
Non-Recurring Charge (NRC) Post E-Rate	\$680	\$680	\$680	\$680
Non-Recurring Charge (NRC)	\$3,400	\$3,400	\$3,400	\$3,400
Number of Sites	5	E-Rate Discount	80%	

Option 4:

Dark Fiber – 8 Strands	15 Years With SCC/NRC	10 Years With SCC/NRC	5 Years With SCC/NRC	3 Years With SCC/NRC
Monthly Cost per school Post E-rate	\$118	\$118	\$118	\$118
Monthly Cost per school Pre-E-Rate	\$590	\$590	\$590	\$590
Total Monthly Costs Post E-Rate	\$590	\$590	\$590	\$590
Total Monthly Cost Pre-E-Rate	\$2,950	\$2,950	\$2,950	\$2,950
Special Construction Charge (SCC) Post E-Rate	\$72,800	\$72,800	\$72,800	\$72,800
Special Construction Charge (SCC)	\$364,000	\$364,000	\$364,000	\$364,000
Non-Recurring Charge (NRC) Post E-Rate	\$680	\$680	\$680	\$680
Non-Recurring Charge (NRC)	\$3,400	\$3,400	\$3,400	\$3,400
Number of Sites	5	E-Rate Discount	80%	

*** UPN does not charge any interest or fees with providing a special construction payment plan***

Pricing Notes:

- UPN provides the district the option of SPI or BEAR invoicing.
- This price quote expires ninety (90) days from the due date of the associated response.
- This is a turn-key quote with all construction, electronics, and maintenance included.
- E-Rate discount is assumed based upon previous year's USAC Form 471 filed and is subject to change based on USAC guidelines and approval.
- All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.
- If the District requires switches instead of SFP/GBIC's there could be a pricing impact.

Company Overview

Unite Private Networks (UPN) provides high-bandwidth, fiber-based communications networks and related services to schools, governments, carriers, data centers, hospitals, and enterprise business customers throughout the United States. Service offerings include dark and lit fiber, private line, optical Ethernet, Internet access, data center services, and other customized solutions.

UPN currently serves over 300 communities across 21 states, with 8,500 metro fiber route miles, and over 6,000 on-net buildings.

UPN has a proven history of successful completion of large and complex fiber-optic construction projects, on time and on budget. Customer relationships typically include long-term agreements (10-20 years) for fiber-optic connectivity between multiple facility locations. UPN manages all phases of the customer relationship, including RFP response, construction management, network reliability, technical assistance, and customer service, to facilitate a long-term partnership with the customer. UPN also has significant experience working with federal E-Rate program guidelines for K-12 school districts.

UPN is regulated by Public Service Commissions of each state in which UPN operates and also by the Federal Communication Commission, with periodic reporting requirements and service standards. UPN is a certified E-Rate service provider.

Headquartered in the Kansas City, MO metro area, UPN has been providing customer-focused communications solutions since 1998.

UPN's investors include Cox Communications, Ridgemont Equity Partners and the company's management team. The relationship with Cox and Ridgemont provides UPN with access to capital and an ability to leverage strategic insights and capabilities to accelerate long-term growth.

About Cox Communications:

Cox Communications is a broadband communications and entertainment company, providing advanced digital video, Internet, telephone and home security and automation services over its own nationwide IP network. The third-largest U.S. cable company, Cox serves approximately 6 million residences and businesses. Cox Business is a facilities-based provider of voice, video and data solutions for commercial customers, and Cox Media is a full-service provider of national and local cable spot and digital media advertising. Cox is known for its pioneering efforts in broadband, voice and commercial services, industry-leading customer care and its outstanding workplaces. For nine years, Cox has been recognized as the top operator for women by Women in Cable Telecommunications; Cox has ranked among DiversityInc's Top 50 Companies for Diversity 11 times. More information about Cox Communications, a wholly owned subsidiary of Cox Enterprises, is available at www.cox.com.

About Ridgemont Equity Partners:

Ridgemont Equity Partners is a Charlotte-based middle market buyout and growth equity investor. Since 1993, the principals of Ridgemont have invested more than \$3.5 billion in 129 companies. The firm focuses on investments of \$25 million to \$100 million in industries in which it has deep expertise, including basic industries and services, energy, healthcare, and telecommunications/media/technology. For more info, visit www.ridgemontep.com.

Summary of Benefits

By selecting Unite Private Networks as your Wide Area Network vendor of choice, your District will receive the following benefits:

- Wide Area Network that is designed and engineered to ensure it meets the needs of the District
- Map that lays out the fiber design for your District, assuring you of exactly what your network looks like and how it functions
- Services that are Category One E-Rate eligible
- Each connection to your schools is matched by at least a 1.0 or 10.0 Gbps connection at the District Hub, eliminating any oversubscription issues
- Network that upgrades easily to 10.0 or 40.0 Gbps with simple electronics changes
- Fiber that comes direct to the District, does not pass through a central office or cable head end facility
- Increased reliability and security based on the physical and logical network design
- Cost effective long-term contracts and flexible payment options help to meet your financial requirements
- As-built documentation once your network is completed
- A team including your Director of Education Sales, and support people that are well-versed in all facets of E-rate funding, as well as special state specific funding options
- Confidence in UPN, as we service over 250 districts, with bandwidth ranging from 1 Gigabit to 100 Gigabit
- Finally, comfort in UPN's proven history, with customers located in 21 states, over 8,500 metro fiber route miles, and 6,000 on-net buildings

School Reference List

State	School Name	Contact Name	Contact Number	Email Address
TX	Allen School District	Arnie Salmeron	(972) 727-0565	arnulfo.salmeron@allenisd.org
TX	Alvarado ISD	Julie Holland	(817) 783-6851	jholland@alvaradoisd.net
TX	Azle ISD	Eddie Alford	(817) 444-4265	EAlford@azleisd.net
TX	Bonham ISD	Amanda Lucas	(903) 640-1054	amanda.lucas@bonhamisd.org
TX	Dallas ISD	George Mallick	(972) 925-5680	GMALLICK@dallasisd.org
TX	Duncanville ISD	Shawntee Cowan	(972) 708-2312	scowan@duncanvilleisd.org
TX	Lovejoy ISD	Joe Sofia	(469) 742-8070	joe_sofia@lovejoyisd.net
TX	Lubbock ISD	Bill Lovelace	(806) 219-0150	blovelace@lubbockisd.org
TX	Palestine ISD	Mark Schrader	(903) 731-8003	mschrader@palestineschools.org
TX	Sherman ISD	John Folmar	(903) 891-6423	jfolmar@shermanisd.net
TX	Red Oak ISD	Mike Bahr	(972) 617-4152	Mike.Bahr@redoakisd.org
TX	Crandall ISD	Scott Phipps	(972) 427-6000	SPhipps@crandall-isd.net
TX	Mineral Wells ISD	David Oestreicher	(940) 327-5147	DOestreicher@mwisd.net

RFP 190001075 - Hillsboro ISD

RFP Number:

190001075

Posted Date:

9/25/2018 2:00:00 PM

Close Date:

11/16/2018 10:00:00 AM

Q&A Close Date:

10/9/2018 10:00:00 AM

RFP Requirements

Purchasing decisions will be based on the following criteria:

Criteria	Points
Price of eligible service/product	35
Reputation of vendor and vendor's service/product	20
Quality of vendor's service/product	15
Service/product meets school needs	10
Past relationship with vendor	10
Ability to comply with federal program rules	10

All proposals MUST BE submitted through this system to be accepted. No phone calls concerning this application will be accepted. All communication about this RFP will only be provided via the Q&A section of this RFP in which questions and answers will be posted publicly. Responses received after the stated deadline will be deemed non-responsive. All vendors must comply with Texas Education Agency [Financial Accountability](#) Guidelines found in Module 3: Purchasing.

Specific requirements:

- For all of the items/services listed in this Request for Proposal, please consider services that are equivalent, more/less in quantity, better and/or more cost effective when submitting proposals.
- Quotes should provide turn-key solutions including installation/configuration charges, surcharges and any special construction charges when applicable. If special construction charges apply, please include the option for installment payments of up to 4 years for the applicants non-discounted share.
- All contracts are contingent upon funding by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) unless otherwise agreed upon by district.
UPN Response: UPN has read and understands the District's funding constraints. However, due to the significant investment UPN will need to make into the infrastructure needed to provide services, UPN reserves the right to negotiate non-appropriations and contingency language into the final agreement between the parties that is consistent with the language provided in the attached sample agreement.
- All pricing provided in the proposal should be in accordance with the Lowest Corresponding Price rule.
- Proposers should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.
- Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant.
- Proposers will be held responsible for complying with all E-Rate program rules. No gifts shall be offered or accepted by the applicant at any time.
- All submitted bids should include contracts and the contracts should also include the option for voluntary extensions unless they are month to month services.
- A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component,

without a separately identifiable cost, may be included in the cost of the component.

We are seeking multiple bid options for the WAN project including leased lit fiber and leased dark fiber . The district will select the most cost effective WAN solution based on a cost comparison of these bid options. All bids should include special construction, maintenance and operation charges and equipment to light dark fiber. Please submit your most competitive and accurate bid. When submitting bids for maintenance and operations, pricing should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and hand-hole inspection and repair,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Post repair testing,
- Mean time to repair,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves, adds and changes,
- Process for responding to locate requests.

Requested Services and/or Equipment

Data Transmission Services

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Leased Lit Fiber - WAN	Ethernet	Fiber	1 Gbps	10 Gbps	5 Circuits	Yes	Yes
Seeking bids for a fully managed, leased lit fiber WAN solution with bandwidth ranging from 1 Gbps to 10 Gbps (more or less as needed) at the following locations: entire district. Please include multi-year contract options of 3 years with the option for voluntary extensions. All bids must separate the one-time special construction charges from the proposed monthly recurring cost (including maintenance/operations fees).							

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Leased Dark Fiber	Ethernet	Fiber	1 Gbps	10 Gbps	8 Strands	Yes	Yes

Seeking bids for a leased dark fiber solution with 8 strands (more or less as needed) of multi-mode/single mode fiber that includes a scalable option to accommodate growth at the following locations: All strands will terminate at Hillsboro Junior High and go to Hillsboro High School, Hillsboro Intermediate, Hillsboro Elementary, and Franklin Elementary. Please include multi-year contract options of 5, 10 or 15 years with the option for voluntary extensions. All bids must include associated costs such as special construction, the monthly lease fee, fiber maintenance and operations. Maintenance and operations monthly fees as well as one-time new construction/special construction should be bid separately from the vendors proposed monthly recurring cost for the leased dark fiber.

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Network Equipment	Other	Other	1 Gbps	10 Gbps	5 Circuits	Yes	Yes

Seeking bids for network equipment, including software & licenses, necessary to make a Category One broadband service functional ("Network Equipment"). We are seeking Cisco or equivalent to support a bandwidth ranging between 1 Gbps and 10 Gbps. A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component. Please see RFP for details.

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Self-provisioned Network	Ethernet	Fiber	1 Gbps	10 Gbps	8 Strands	Yes	Yes

Seeking bids for a self-provisioned fiber solution with 8 strands (more or less as needed) of multi-mode/single mode fiber that includes a scalable option to accommodate growth at the following locations: All strands will terminate at Hillsboro Junior High and go to Hillsboro High School, Hillsboro Intermediate, Hillsboro Elementary, and Franklin Elementary. All bids must include associated costs such as special construction and fiber maintenance and operations. All bids must separate the one-time special construction charges from the proposed monthly recurring cost (including maintenance/operations fees). The district will need bids on network equipment.

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Services Provided Over Third-Party Networks	Ethernet	Fiber	1 Gbps	10 Gbps	8 Strands	Yes	Yes

Seeking any service delivered over a service provider or other third party owned network that delivers bandwidth speeds outlined in the leased lit fiber option. All bids must separate the one-time special construction charges from the proposed monthly recurring cost (including maintenance/operations fees).

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Maintenance & Operations	Other	Other	1 Gbps	10 Gbps	1	Yes	Yes

Seeking bids for maintenance & operations of dark and/or self-provisioned fiber at 5 locations. This fiber is leased dark and/or self-provisioned. Also, include any applicable fess for "811 Line Location" registration if buried. Please separate M&O bids from any other servicebids.

Locations

DMARC?	Name	Address
No	Franklin Elementary	103 Country Club Rd Hillsboro, TX 76645
No	Hillsboro Elementary School	115 Jane Ln Hillsboro, TX 76645
No	Hillsboro High School	1600 Abbott Ave Hillsboro, TX 76645
No	Hillsboro Intermediate	1000 Old Bynum Rd Hillsboro, TX 76645
Yes	Hillsboro Junior High School	210 E Walnut St Hillsboro, TX 76645

Additional Information

RFP Q&A

There are no questions.

Attachments

- Hillsboro ISD Current Network Diagram.pdf
- Hillsboro_ISD_Intermediate_School.pdf
- Hillsboro_ISD_Hillsboro_High_School.pdf
- Hillsboro_ISD_Franklin_Elementary_School.pdf
- Hillsboro_ISD_Elementary_School.pdf
- Hillsboro_ISD_Hillsboro_Junior_High_School.pdf



Red Light Display System (RLDS)



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: Unite Private Networks, L.L.C. (0014817357) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

10/11/2018 1:52 PM

Current Status of FRN 0014817357

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 10/11/2018 at 6:34 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies](#) / [Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.

Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC
7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

_____ **School District**
[Address]

NS _____

Dated _____, 2018

Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into this ___ day of _____ 2018, between the _____ School District (the “District”) and Unite Private Networks, LLC (“UPN”) (collectively, the “Parties”).

Recitals

A. UPN is in the business of leasing Wide Area Network facilities (“WAN Facilities”) and providing telecommunications and Internet access services (“WAN Services”) to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Facilities and WAN Services to the District.

C. The District has received all approvals required by it to enter into this Agreement, under which UPN will lease WAN Facilities and provide WAN Services to the District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and UPN agree as follows:

1. WAN Facilities and WAN Services. UPN agrees to lease the WAN Facilities to the District, and to provide the WAN Services to the District, in accordance with the terms of this Agreement. The WAN Facilities and WAN Services are more fully described in Schedule A attached hereto. For clarity, UPN owns the WAN Facilities and will continue to own the WAN Facilities following the expiration or termination of this Agreement, and the District has no option or other right to purchase or otherwise acquire the WAN Facilities from UPN. The Parties intend that this Agreement shall operate as a “lease”, as defined by Missouri law. Nothing in this Agreement shall be construed to result in the transfer of title to any part of the WAN Facilities to the District or in the creation of a “security interest” within the meaning of Missouri law. District disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property UPN installs as a fixture on to the real property of the District. The District shall keep UPN’s WAN Facilities free from all liens, including but not limited to, mechanic’s liens and encumbrances by reason of the use of the WAN Facilities by the District. The District’s use of the WAN shall be limited to the District. The District may not assign, lease, or allow any other party the right to use the WAN Facilities without UPN’s express consent. Any other use shall constitute a refusal to perform a material obligation under Paragraph 11(a) and shall be grounds for UPN to terminate for cause.

2. Agreement Term. This Agreement will have a term of _____ (___) years, commencing with the date on which UPN first provides the WAN Services hereunder, to be confirmed by UPN with a Service Commencement Letter as noted in Section 6(m), unless earlier

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terminated in accordance with Section 11. This Agreement can be extended upon mutual agreement of UPN and the District.

3. E-Rate Program. If the District requests, UPN will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the “E-Rate Program”), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program with respect to the WAN Facilities and the WAN Services. However, notwithstanding the foregoing, the participation of the District in the E-Rate Program is not a condition to either party’s obligations under this Agreement.

4. Changes. Any changes in the WAN Facilities, the WAN Services, or any additional services provided by UPN will be set forth in a Statement of Understanding signed by the District and UPN.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of the District adding circuits, as well as service upgrades to its existing circuits, during the course of this Agreement. In that event, the District will seek to upgrade its circuits and/or add new circuits on terms similar to those that were the basis of this Agreement. If the District elects to add future circuits or upgrade its existing circuits during the term of this Agreement, the changes will be noted in a Statement of Understanding to this contract. All future circuits and upgrades will have a term that is coterminous with the original term selected by the District in Schedule C of this Agreement. The Parties agree that additional circuits and/or upgrades will be billed as a one-time cost to cover incremental equipment or construction costs plus a monthly recurring charge that is commiserate with the Monthly Fees noted in Schedule C below.

6. Delivery and Installation. UPN will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the District agrees to provide UPN with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by UPN, provided that UPN must schedule such access with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any installation work at any District facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, UPN may substitute materials or components of equivalent or superior functionality and performance.

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(c) Site Preparation. Prior to the installation of WAN Facilities, the District will clean and otherwise prepare all installation sites, and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. UPN will remove from installation sites all debris resulting from the installation of WAN Facilities, including moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.

(e) Landscaping. UPN will restore all landscaping disturbed by UPN's installation, maintenance, or removal activities. The District will be responsible for all landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, UPN may install, configure, and maintain such facilities and components, subject to UPN's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by UPN and agreed to by the District, the District will reimburse UPN for any corresponding extra costs incurred by UPN to address those requirements, needs, or characteristics.

(h) Planning. Appropriate representatives of UPN and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(i) Deviations. If, prior to or during the installation process, UPN, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that UPN reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

(j) Timeline. UPN and the District agree to the installation and configuration timeline set forth in Schedule B attached hereto. The District agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the District or otherwise resulting from circumstances beyond UPN's control.

(k) Maintenance. UPN is responsible for maintaining the WAN Facilities. The District agrees to provide UPN with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by UPN, provided

that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any maintenance work at any District facility.

(l) Intentionally Omitted.

(m) Service Commencement Letter. Upon completion of the installation, the District will receive a Service Commencement Letter from UPN that states the fiber has been tested and is operational. This letter serves as a final confirmation of completed services.

(n) Assigned District Personnel. Upon one (1) day notice, the District agrees to provide an individual to escort UPN personnel or subcontractors of UPN on to District property in order for UPN to have access and security clearance to the locations necessary for UPN to perform the installation required for the WAN Services provided under this Agreement. The assigned personnel will remain as an escort until the installation is fully completed.

7. Fees and Payment. The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto, and otherwise in accordance with Schedule C and this Section 7.

(a) Partial Fees. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule C, or if Schedule C does not specify a payment date, then no later than thirty (30) days following the receipt by the District of an invoice from UPN. If any part of a lease payment or other payment obligation of the District is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month on the outstanding balance (18% per annum) or (ii) if less, the maximum late payment charge permissible under applicable law. The District understands that the Term of this Agreement is non-cancelable, and, therefore, the District's obligation to make lease payments continues throughout the Term, regardless of the District's actual usage of the WAN.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed, or UPN provides any additional services to the District, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees, or similar liabilities charged to or against UPN or

the District because of the services furnished by UPN shall be assessed to and paid by the District. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.

(e) Billing Method. Until the District receives its FCDL, UPN will invoice under the Billed Entity Applicant Reimbursement Method (“BEAR Method”) (the total amount before applying the District’s USAC discount). Upon the District’s receipt and notification to UPN of the issuance of its FCDL, UPN will send a Billing Method Option letter included with the District’s billing statement that will allow the District to choose its preferred method of billing. If the District fails to return the Billing Method Option letter, UPN will continue to bill the District under the BEAR Method.

8. District Agreements and Acknowledgements. The District agrees as follows:

(a) Adequacy of WAN Services. The District acknowledges that the WAN Facilities and the WAN Services, as described in Schedule A, meet the District’s requirements.

(b) Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

(c) Compliance with Law. UPN and the District agree that UPN’s WAN shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. The District and UPN agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

(d) District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services and (ii) follow applicable operations and instruction manuals.

(e) Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities.

(f) Authority; Non-Violation. The District represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by the District, and (ii) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

(g) Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name UPN as an additional insured, (ii) to be endorsed to require at least 30 days' notice to UPN prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against UPN. Upon request by UPN, the District agrees to provide proof of insurance meeting the requirements of this Section 8(g).

(h) Intrastate Traffic. The District acknowledges and certifies that for the duration of this Agreement Term, the average interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network that has been provided by UPN. The District is responsible for notifying UPN if the District's average usage exceeds this 10% threshold.

9. UPN Warranties and Disclaimers. Subject in all cases to Section 17(i) below, UPN agrees as follows:

(a) Compliance with Law. UPN represents and warrants that it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services.

(b) Authority; Non-Violation. UPN represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by UPN, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of UPN or any agreement or instrument to which UPN is a party or by which UPN is bound.

(c) Non-WAN Facilities and Services. UPN makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, UPN agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee.

(d) WAN Facility Testing. UPN will verify in writing that all WAN Facilities are in good working order at the time of initial installation.

(e) Disclaimer. UPN MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE WAN, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or

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other condition of system equipment or services shall relieve the District of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

10. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without UPN's prior written consent. Unless agreed to in writing by UPN, UPN has no maintenance or other obligations whatsoever with respect to any alterations or attachments the District makes to the WAN Facilities. If UPN provides any maintenance or other services in respect of any such alterations or attachments, UPN will provide such services subject to its standard charges, terms, and conditions. UPN is not responsible for any malfunction, non-performance, or performances degradation of the WAN Facilities, or any inability of UPN to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District. The District is solely responsible for, and agrees to indemnify UPN against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

11. Termination. Either party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By UPN. As it relates to termination by UPN, "for cause" means (i) the District's failure or refusal to make any payment due to UPN hereunder within 10 days after the District receives written notice from UPN of such failure or refusal, (ii) the District's continuing failure or refusal to perform any other material obligation under this Agreement, subject to a reasonable cure period, or (iii) willful misconduct, embezzlement, or other illegal or unethical acts by the District.

(b) By the District. As it relates to termination by the District, "for cause" means (i) UPN's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by UPN.

For clarity, upon the termination of this Agreement for cause by UPN, UPN will be entitled to recover as damages all fees that would have been payable to UPN under this Agreement for its full term (i.e., assuming this Agreement had not been terminated early).

By executing the Agreement, the District warrants that the District has funds appropriated and available to pay all amounts due hereunder through the end of the District's current fiscal period. The District further agrees to request all appropriations and funding necessary to pay for the WAN Services for each subsequent fiscal period through the end of the Agreement Term pursuant to Texas Local Government Code § 271.903. In the event the District is unable to obtain the necessary appropriations or funding for the WAN Services provided under this Agreement, the District may terminate the WAN Services without liability for the termination charges upon the following conditions: (i) the District has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite the District's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the WAN Services; and (iii) the District has negotiated in

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good faith with UPN to develop revised terms, an alternative payment schedule or a new agreement to accommodate the District's budget. The District must provide UPN thirty (30) days' written notice of its intent to terminate WAN Services. Termination of the WAN Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If the District terminates the WAN Services under this Paragraph, the District agrees as follows: (i) it will pay all amounts due for WAN Services incurred through date of termination, and reimburse all unrecovered non-recurring charges, including actual construction cost to be verified by UPN through the submittal of invoices to the District; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

12. Effect of Termination or Expiration Upon the termination or expiration of this Agreement, UPN will have the right to remove any WAN Facilities located at facilities under the District's control, and the parties agree to cooperate in any such removal by UPN, as UPN may reasonably direct.

13. Confidential Information. Each party acknowledges (a) that it will have access to confidential information of the other party, (b) that such information constitutes valuable, special, and unique property of the other party, and (c) that no right or license is granted to such party with respect to such information, except as specifically set forth in this Agreement. Each party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other party, or upon the termination or expiration of this Agreement, each party agrees to return or destroy any confidential information of the other party in its possession. The parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The parties agree that this Section 13 will survive the termination or expiration of this Agreement.

14. Independent Contractor Status. In the performance of its duties under this Agreement, UPN occupies the position of an independent contractor with respect to the District. Nothing contained herein may be construed as making the parties partners or joint venturers, or creating a principal and agent relationship. UPN has no authority to create any obligation or responsibility on behalf of, or in the name of, the District, or otherwise to bind the District in any way.

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15. Notices. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as follows:

If to UPN: Unite Private Networks, LLC
Attn: Legal Department
P.O. Box 25526
Kansas City, MO 64119
Fax: (816) 903-9401

If by overnight carrier: Unite Private Networks, LLC
Attn: Legal Department
7200 NW 86th Street, Ste M
Kansas City, MO 64153
Fax: (816) 903-9401

If to the District:

Copy to: _____

All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number for purposes of this Section 15 by giving notice to the other party in accordance with this Section 15.

16. Force Majeure. Neither party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Furthermore, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

17. Miscellaneous.

(a) Waivers. Any failure or delay by either party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any

waiver by either party of any right or remedy under this Agreement must be in writing and signed by the party waiving the right or remedy.

(b) Governing Law. The laws of Missouri govern this Agreement, without regard to conflicts of law principles. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the state of Missouri regardless of the appropriateness of any other jurisdiction. The Parties agree that any claims, actions, disputes or controversies of any kind arising out of this Agreement or the circumstances and events giving rise to this Agreement shall be adjudicated in the State District Courts of the state of Missouri, or the United States District Court for the state of Missouri.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both parties.

(e) Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, UPN may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of UPN's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. UPN will not be liable to the District for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable by either party.

(j) Construction. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

(k) Delivery by Facsimile Transmission. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement (i) the subject-matter or portion(s) of the Agreement ruled invalid or unenforceable and all necessarily-related provisions shall be addressed by the parties via an amendment (“Amendment”) that shall substitute valid and enforceable provisions; and (ii) it will not affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the Amendment. In the event the parties cannot reach a mutually acceptable Amendment within 30 days of the final ruling of the highest court to which the matter is taken, the Agreement shall terminate retroactively as of the date of the last court’s decision or as otherwise directed by the court.

(m) Waiver of Jury Trial. Each party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under the Missouri Statute of Limitations.

(o) Dispute Resolution. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.

(p) E-rate Contingency. Both parties agree that this Agreement becomes binding upon the Parties as of the date first noted above. The Parties further agree that the Installation Timeline noted in Schedule B is contingent upon the receipt of an affirmative initial Funding Commitment Decision Letter (“FCDL”) for this project from the Schools and Libraries Division of the Universal Services Administration Company (“E-Rate”) for the Services listed in Schedule A. The District shall notify UPN in writing upon receipt of the FCDL, at which time UPN will begin installation efforts. The Parties further agree that in the event that the initial FCDL does not approve funding for the WAN Services listed in Schedule A and the parties have exhausted all appeals and other administrative procedures, the District will have the one-time option to terminate this contract upon thirty (30) days’ Notice to UPN before installation efforts begin with no penalty and at no cost to the District.

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[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Unite Private Networks, LLC

Name: _____
Title: _____

_____ **School District**

Name: _____
Title: _____

Schedule A – WAN Facilities and WAN Services

WAN Facilities:

Digital transmission service provided by single mode fiber optic links to all schools as noted in the WAN Services section below. All facilities will have ___ () Gigabit/second of transport. UPN will provide SFPs or GBICs at each of the school end point sites and at the District hub site as noted in the Logical Network Design below.

Logical Network Design:

[Insert Logical Design Here]

WAN Services:

___ Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations (see map below):

Circuit 1	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 2	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 3	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 4	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 5	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 6	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:

Circuit 7	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 8	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 9	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 10	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 11	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 12	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 13	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 14	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 15	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 16	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 17	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 18	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 19	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 20	
A Location	Z Location

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Site Name: Address:	Site Name: Address:
Circuit 21	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 22	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 23	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 24	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 25	
A Location	Z Location
Site Name: Address:	Site Name: Address:

[Insert Map Here]

Fiber routes are subject to change.

Schedule B – Installation Timeline

Anticipated delivery of service shall occur approximately ____ (__) days after receiving written notification from the District of an affirmative FCDL, and the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees

None

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Monthly Fees

Monthly lease payments of \$_____ for a period of _____ months beginning upon the delivery of service which shall be confirmed by a Service Commencement Letter as noted in Section 6(m).

Other Fees

All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless exempt per Section 7(d) of this Agreement.

Additional Sites and/or Upgrades

If the District elects to exercise its options under Paragraph 5 of this Agreement to add circuits and/or upgrades, the parties agree that these additions/upgrades will be billed to the District as a one-time cost to cover incremental equipment or construction costs plus a monthly recurring charge that is commiserate with the Monthly Fees in this Schedule C, which will be codified in a Statement of Understanding to be signed by the Parties.