

Media Link Telecom, LLC



Aransas Pass Independent School District

Maintenance & Operations Service Agreement



MAINTENANCE & OPERATIONS SERVICE AGREEMENT

This Maintenance & Operations Service Agreement (the "Agreement") is entered into as of this ____ day of February, 2024 (the "Effective Date"), by and between Media Link Telecom, LLC, SPIN 143049077 d.b.a. **MEDIA LINK TELECOM** ("MEDIA LINK"), a limited liability company organized under the laws of the Arkansas, with its principal place of business located at **203 Specialty Lane, Scott LA 70583**, and **Aransas Pass Independent School District** (the "CUSTOMER"), with its principal place of business located at **748 W Goodnight Avenue, Aransas Pass TX 78336-2442**. This Agreement sets forth the terms and conditions under which MEDIA LINK will deploy and provide certain telecommunications and related services described herein (the "Services") for the CUSTOMER and the CUSTOMER's employees, agents and students. MEDIA LINK and the CUSTOMER may be individually referred to herein as "party" or collectively as "parties."

I. DEFINITIONS

"**USAC**" shall mean the Universal Service Administrative Company that administers the Universal Service Fund under the Federal Telecommunications Act of 1996, including the Schools and Libraries Division ("SLD") thereof.

"**BEAR Form**" shall mean USAC Billed Entity Applicant Reimbursement Form (FCC Form 472).

"**Certification**" shall mean the verification by MEDIA LINK, as acknowledged by the CUSTOMER, that the Services meet the performance requirements set forth in Attachment A.

"**Deficient Minutes**" shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the terms of the Services level standards that MEDIA LINK is required to meet under the terms of this Agreement.

"**Deficiency Credit**" shall mean an amount equal to the total number of Deficient Minutes in the calendar month for which such Deficiency Credit is sought multiplied by a fraction of which the numerator is the Monthly Service Fee and the denominator is the number of minutes in the relevant month.

"**Infrastructure**" shall mean the MEDIA LINK-owned service delivery infrastructure deployed and maintained by MEDIA LINK and used in the provision of the Services to the CUSTOMER.

"**Service Locations**" shall mean the location(s) specified in Attachment A at which Service and Infrastructure is deployed.

"**Non-Recurring Charge**" shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed on Attachment A for the use of the Infrastructure.

"**Monthly Service Fee**" shall mean the monthly service charge listed on Attachment A during the initial Term and any extension hereof. Following the initial Term, and the expiration of any such extensions, the "Monthly Service Fee" shall mean the current month to month service rate set by MEDIA LINK upon thirty (30) days prior written notice to the CUSTOMER.

"Outage Event" shall mean any outage or other loss of the Services, other than any outage that is:

- (1) not reported by the CUSTOMER to MEDIA LINK within five (5) days of occurrence;
- (2) less than one (1) hour in duration;
- (3) attributable to MEDIA LINK's scheduled network maintenance;
- (4) attributable to failure or outage of related telephone circuits (whether ordered by MEDIA LINK or the CUSTOMER);
- (5) a result from the CUSTOMER's applications, equipment or facilities;
- (6) a result from any act or omission of the CUSTOMER or any user of the CUSTOMER's equipment or account;
- (7) due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of MEDIA LINK; that by the exercise of reasonable diligence MEDIA LINK is unable to prevent;
- (8) a result from MEDIA LINK not having been granted site access by the CUSTOMER; or
- (9) a result from the CUSTOMER'S unauthorized use of equipment or the Services.

"Site Access" shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") access to the CUSTOMER premise(s) provided to MEDIA LINK for routine or emergency maintenance of the MEDIA LINK network.

"Service Window" shall mean 7:00 a.m. through 5:00 p.m. local time where the Services are being provided, Monday through Friday, excluding federal holidays and other non-workdays.

II. TERMS AND CONDITIONS

- (A) **Services.** Subject to and in accordance with the terms and conditions of this Agreement, MEDIA LINK shall provide to the CUSTOMER at mutually-agreeable the CUSTOMER'S designated locations the Services as defined in Attachment A hereto.
- (B) **Governmental Approval.** MEDIA LINK shall use commercially reasonable efforts to procure, process, or to receive any governmental licenses, permits, consents or approvals necessary for the deployment of the Infrastructure ("Authorizations"). The CUSTOMER shall cooperate fully with MEDIA LINK in order to secure any such Authorizations. In the event that MEDIA LINK is unable to secure any such Authorizations within a reasonable time and at a reasonable cost (as determined by MEDIA LINK in its reasonable judgment), MEDIA LINK may terminate this Agreement by notifying the CUSTOMER. All work hereunder which is required by the law of the state within which the CUSTOMER is located to be performed by a licensed contractor shall be performed by an appropriately licensed contractor.
- (C) **Changes in Deployment.** Attachment A includes a network design that MEDIA LINK has determined is necessary to provide the Services to the CUSTOMER as required by this Agreement. In the event that the CUSTOMER requests MEDIA LINK modify the design, then the CUSTOMER shall be responsible for all costs and related charges associated with any such request.
- (D) **Change Order.** Any changes requested or required by the CUSTOMER that differ from the network design specified in Attachment A must be properly authorized in a written directive from the CUSTOMER. Any change is subject to the network design limitations and the CUSTOMER shall pay, as a relocation or reconfiguration fee, MEDIA LINK's actual out-of-pocket cost and the cost of all labor and services of any such relocation or reconfiguration ("Costs") plus an additional twenty percent (20%) of the Costs.

- (E) **Scalable Broadband Services.** MEDIA LINK's network may be expanded to include additional locations and capacity increased at any time during the Term of this Agreement to meet the CUSTOMER's requirements. the CUSTOMER shall request specific service upgrades based on pricing quoted at time of request. the CUSTOMER may add sites (subject to changes in pricing and/or fees) at any time during the Term of this Agreement.

III. SERVICE LEVELS, SUPPORT, MAINTENANCE, and INDEMNIFICATION¹

- (A) For Self-Provisioned Networks in which the CUSTOMER has agreed to allow MEDIA LINK to maintain said Self-Provisioned Network during the agreed upon term of the Maintenance Period, it shall be MEDIA LINK's responsibility to:
- (1) add the Network to the Texas 811 fiber database;
 - (2) actively monitor locate requests from Texas 811;
 - (3) mark the buried fiber optic facilities using industry standard marking techniques; and/or
 - (4) repair damages to the fiber optic network. Repair costs associated with damage restoration on fiber either improperly or not marked by MEDIA LINK will be the sole responsibility of MEDIA LINK. Repair costs associated with damage restoration on fiber properly marked by MEDIA LINK will be billed to the CUSTOMER.
- (B) **Response Times.** MEDIA LINK shall provide the CUSTOMER support service contact point(s). Loss of Service (LOS) events will be acted upon immediately with a tech on-site time in less than 2 hours after NOC notification. Cable restoration crews will be on-site within 4 hours of the LOS event and NOC notification. For Self-Provisioned Networks, it shall be the CUSTOMER's responsibility to notify Media Link Telecom of outage of LOS events. Upon receipt of the CUSTOMER outage notification, and verification that the LOS is not power or equipment related, Media Link Telecom shall deploy a Fiber Optic Technician to determine the cause of said outage using industry standard techniques.
- (C) **Indemnification.** MEDIA LINK agrees to indemnify and hold harmless the CUSTOMER, and its board members, employees, agents and representatives (collectively, "CUSTOMER Indemnities") against any and all costs, claims, liabilities or expenses that any of the CUSTOMER Indemnities may incur as a result of, or arising out of, or related to MEDIA LINK'S willful, negligent, tortious or criminal acts or omissions. In the event of any claim, which, if true, would be subject to indemnification hereunder, the CUSTOMER or the affected CUSTOMER Indemnities shall notify MEDIA LINK and MEDIA LINK shall cooperate in their defense at MEDIA LINK's cost and expense.

IV. CUSTOMER'S OBLIGATIONS

- (A) **Payment.**
- (1) Non-Recurring Charge. Upon Certification of the deployment of the Infrastructure, MEDIA LINK shall invoice the CUSTOMER the applicable percentage of the Monthly Recurring Costs specified in Attachment A, and as dictated by the USAC SPI payment guidelines.
 - (2) Monthly Service Fee. MEDIA LINK shall invoice the CUSTOMER each month in advance for the applicable percentage of the Monthly Recurring Costs as shown in Attachment A of this Service Agreement, and as dictated by the USAC SPI payment guidelines. the CUSTOMER shall pay the Monthly Service Fee within thirty (30) days of the invoice. If applicable, MEDIA LINK will invoice the CUSTOMER on a per site basis until all sites are operational.
 - (3) Responsibility. The CUSTOMER is ultimately responsible. NOTWITHSTANDING ANYTHING TO THE CONTRARY, the CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES INCLUDING ANY DISCOUNTED AMOUNTS OWED BY USAC.

¹ Inapplicable to unmanaged dark fiber services.

- (4) Failure To Pay. If the CUSTOMER fails to pay the Monthly Service Fee within thirty (30) calendar days of the due date, MEDIA LINK may impose a late fee or disconnect the Services, or both, in its sole discretion.
 - (5) Re-connect. If the CUSTOMER disconnects the Services or if the CUSTOMER'S Services are disconnected due to nonpayment or other breach of this Agreement, and if MEDIA LINK subsequently agrees to reconnect the Services, the CUSTOMER may be charged a fee for reconnecting and redeploying the Services. Such fee shall be equal to one hundred percent (100%) of the then applicable Monthly Service Fee.
 - (6) Charges for Other Services or Goods. From time to time, the CUSTOMER may decide to select additional services or purchase additional goods offered by MEDIA LINK or by third parties. The Monthly Service Fee does not cover any such services and goods and the CUSTOMER shall be charged separately for them. The CUSTOMER agrees to pay for such other services and goods that it selects or purchases.
- (B) **Utilities.** The CUSTOMER shall provide electrical services to the MEDIA LINK Infrastructure as required by MEDIA LINK.
 - (C) **Current Address and Information.** The CUSTOMER is required, and agrees, to keep MEDIA LINK notified, in a timely manner, of any changes in the information the CUSTOMER provides to MEDIA LINK, including information provided when the CUSTOMER initiates use of the Services.
 - (D) **Assignment or Sharing of Service.** The CUSTOMER may not resell, share, sublicense or otherwise distribute the Services, or any portion thereof, to any third party without the prior written consent of MEDIA LINK.
 - (E) **School/Facility Closure.** The CUSTOMER shall immediately notify MEDIA LINK if the CUSTOMER becomes aware that the school or facility governed by this Agreement will be closed prior to the Term of this Agreement or any extension. the CUSTOMER has the duty to notify MEDIA LINK as soon as the CUSTOMER receives such information. the CUSTOMER shall be responsible for all remaining monthly recurring costs and fees associated with the school or facility for the remainder of the Service Term or any then current Extension Term.

V. MEDIA LINK'S OBLIGATIONS

Effective July 1, 2017, MEDIA LINK will no longer be involved in the BEAR payments process. The CUSTOMER may file BEAR forms online in the E-rate Productivity Center (EPC). Billed entities will receive payment directly to their bank account. In order to begin direct BEAR payments, the CUSTOMER must have completed a FCC Form 498 to obtain an applicant 498 ID.

VI. CUSTOMER'S WARRANTIES, REPRESENTATIONS, and INDEMNIFICATION

The CUSTOMER warrants and represents that the CUSTOMER shall use the Services only for the originally intended purpose(s), in accordance with this Agreement, all FCC and USAC rules and regulations, and all applicable laws. The CUSTOMER shall make all payments required herein plus any and all applicable taxes. The CUSTOMER warrants that all funds due from the CUSTOMER hereunder have been allocated for the uses contemplated in this Agreement, or if they have not been allocated, the CUSTOMER believes that such funds will be allocated on an annual basis for the Term of the contract and any corresponding extension or renewal). Furthermore, the CUSTOMER believes there is no current basis that such funds will not be allocated, and that the CUSTOMER has taken every necessary step to assure the availability of the CUSTOMER funds hereunder.

VII. CONTACT INFORMATION

- (A) **Notices.** All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when:
- (1) personally delivered (including by means of a messenger service);
 - (2) by United States first class mail postage prepaid (registered or certified) return receipt requested; or
 - (3) delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.
- (B) **Billing Information, Questions or Concerns.** If the CUSTOMER has questions or concerns, costs the CUSTOMER might incur in using the Services, or with the CUSTOMER'S particular account, the CUSTOMER may contact MEDIA LINK at **1-337-573-0200**.
- (C) **General Information.** For general information about MEDIA LINK and MEDIA LINK's services, the CUSTOMER may visit the MEDIA LINK Internet Site at www.medialinktelecom.com or contact MEDIA LINK at **1-337-573-0200**.
- (D) **CUSTOMER Support and Service.** For the CUSTOMER service and support, the CUSTOMER may contact MEDIA LINK via telephone, via electronic mail or via the MEDIA LINK Internet Site. The CUSTOMER shall visit the MEDIA LINK Internet Site for up-to-date contact information. Media Link Telecom web portal at <http://medialinktelecom.com/contact-us/>. Inquiries though the website are directed to the NOC and are monitored 24x7 ("Internet Site"). Emailing Media Link technical support at support@medialinktelecom.com

VIII. DISCLAIMERS AND LIMITATION OF MEDIA LINK'S LIABILITY

- (A) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT:
- (1) THE SERVICES, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY MEDIA LINK UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY;
 - (2) THE USE OF THE SERVICES, THE INTERNET, AND ANY SOFTWARE OR INFRASTRUCTURE PROVIDED BY MEDIA LINK IS AT the CUSTOMER'S SOLE RISK; AND
 - (3) ANY AND ALL MEDIA LINK SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. MEDIA LINK MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON THE CUSTOMER'S PARTICULAR COMPUTER, NETWORK OR COMPUTER SYSTEM EXCEPT AS DEFINED BY THE IEEE STANDARD 802.3 DEFINING THE PHYSICAL LAYER AND TRANSPORT LAYER OF ETHERNET.
- (B) CUSTOMER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT:
- (1) MEDIA LINK SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO the CUSTOMER'S COMPUTER OR NETWORK SYSTEM, DATA, INFORMATION OR INFRASTRUCTURE UNLESS THROUGH NEGLIGENCE ON BEHALF OF MEDIA LINK;

- (2) MEDIA LINK HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD-PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT THE CUSTOMER MAY USE WITH OR ACCESS USING THE SERVICES;
- (3) IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY; AND
- (4) BECAUSE SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER AND IN SUCH STATES OR OTHER JURISDICTIONS MEDIA LINK'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IX. TERM & TERMINATION

- (A) **Service Term.** The initial term of this Agreement shall begin on the Effective Date. The initial term of Services under this Agreement (the "Term") shall begin when the Services commence (which is defined as; all circuits are turned over, accepted) and, unless earlier terminated as hereinafter provided, shall expire on the twelfth (12th) month succeeding Service commencement ("Expiration Date"). **The service start date will be July 1, 2024 and the service end date will be June 30, 2025.** The Agreement shall be coterminous with the Expiration Date set forth above. Upon commencement of Services, the CUSTOMER is responsible for and shall provide USAC with the Agreement termination date (within 10 days thereof) via the applicable form(s).
- (B) **Extension of Term.** The initial Term or any subsequent term, may be extended by exercising any of the following options:
 - (1) The CUSTOMER has the option to extend for **four (4) extension periods of one (1) year each** ("Extension Term"), through the provision of written notice to MEDIA LINK not less than one hundred eighty (180) days before the Expiration Date or the end of the Extension Term. The Monthly Service Fee may be adjusted as of the first day of any Extension Term (the "Adjustment Date") by mutual agreement, in writing, by the parties no later than 180 days prior to the Expiration Date or the end of the Extension Term; or
 - (2) The CUSTOMER may extend the initial contract Term, or any Extension Term if such extension is necessary, to make the of this agreement coincide with the "funding year" or implementation period" as defined by E-Rate rules.
- (B) **Termination by the CUSTOMER.** The parties further acknowledge and agree that if the CUSTOMER terminates this Agreement after the network is deployed without cause, the CUSTOMER shall pay MEDIA LINK the cost to de-deploy the MEDIA LINK-owned Infrastructure.
- (C) **Termination by the CUSTOMER.** If MEDIA LINK repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, the CUSTOMER may terminate this Agreement by written notice to MEDIA LINK. The CUSTOMER shall give MEDIA LINK ninety (90) days written notice of such intention to terminate and provides MEDIA LINK an opportunity to cure any such default. In the event that MEDIA LINK commences to cure and diligently pursues cure during that ninety (90) day period, then the CUSTOMER may not terminate this Agreement.
- (D) **Termination by MEDIA LINK.** If the CUSTOMER breaches this Agreement and following a minimum thirty (30) day written notice to the CUSTOMER, MEDIA LINK reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just cause as provided for by this Agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER the thirty (30) days to cure said cause. In addition, the CUSTOMER, shall pay MEDIA LINK the cost to de-deploy the Media Link-owned Infrastructure, and the CUSTOMER shall be liable for all remaining monthly recurring costs and fees for the remainder of the Service Term or any then current Extension Term.

(E) **Termination by MEDIA LINK.** If MEDIA LINK is unable to secure lease, licenses, easements, right of ways, pole attachments or other necessary requirements or provision a third-party intermediary site under commercially reasonable terms and conditions as determined in the sole discretion of MEDIA LINK, and the site in question is essential to providing the Services, MEDIA LINK may terminate this Agreement in part or whole.

X. MISCELLANEOUS

(A) **Entire Telecommunications Service Agreement.** The *supplemental terms and conditions* portion of the CUSTOMER's request for proposal (RFP No. 230001140), is incorporated herein by this reference. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto. For purposes of clarification, with regards to the subject matter hereof, the parties acknowledge that any RFP, including MEDIA LINK's response to the same, is specifically superseded by the terms contained herein.

(B) **No Third-Party Beneficiaries.** This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the MEDIA LINK Indemnified Parties.

(C) **Lowest Corresponding Price ("LCP").** The Services provided under this Agreement have been awarded under a competitive bid process and involved the filing of an FCC Form 470, thus meet the FCC/USAC requirements for LCP.

(D) **Severability.** If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.

(E) **No Assignment.** The CUSTOMER may not assign this Agreement and the CUSTOMER'S rights and obligations under this Agreement may not be assigned in whole or in part without MEDIA LINK's prior written consent. MEDIA LINK may freely assign this Agreement.

(F) **CUSTOMER Contact.** The CUSTOMER shall designate a Representative who shall have the authority to represent and bind the CUSTOMER in all of its dealings with MEDIA LINK and shall serve as a contact person in the event that MEDIA LINK needs to contact the CUSTOMER for any reason. Representative's contact information is as follows:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

- (G) **Replacement of the CUSTOMER Representative.** In the event that the CUSTOMER replaces Representative, the CUSTOMER shall appoint a new Representative and provide MEDIA LINK written notice of such change and the new Representative's contact information within five (5) days.
- (H) **Site Specific Services.** The Services are provided to the sites initially selected by the CUSTOMER and reflected on Attachment A. the CUSTOMER may not transfer the Services to another location without MEDIA LINK's prior written consent (even if the CUSTOMER moves to a new place of business).
- (I) **Information Availability.** MEDIA LINK shall have no obligation to make any specific information, data, service, programs, newsgroups, or other material available through the Services and may block any such material in its sole discretion.
- (J) **Policies.** MEDIA LINK's Privacy Policy, Acceptable Use Policy and other policies set forth on the MEDIA LINK Internet Site from time to time are incorporated herein by reference and are an integral part of this Service Agreement.
- (K) **Remedies Non-Exclusive.** Wherever a remedy is expressly provided to either party hereunder, such remedy is intended to add rather than to restrict all of MEDIA LINK's remedies in law and equity.
- (L) **No Waiver.** If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by the other party. Any waiver must be in writing and signed by the parties.
- (M) **Counterparts.** This Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Agreement.

BY SIGNING BELOW, I AUTHORIZE DEPLOYMENT AND ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE PRECEEDING TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THE POLICIES INCORPORATED HEREIN BY REFERENCE.

THIS AGREEMENT IS CONTINGENT UPON E-RATE FUNDING AND FEBRUARY 2024 BOARD APPROVAL.

Aransas Pass Independent School District

Media Link Telecom, LLC

 Typed Name

Blaine Moreau

 Typed Name

 Title

Vice President of Operations & General Manager

 Signature

Title


 Signature

 Date

1/31/2024

 Date

ATTACHMENT A

Pricing- Self-Provisioned WAN Service -Maintenance and Operations

School Name	Contract Length	Bandwidth (WAN)	NRC	Special Construction	MRC
Aransas Pass NOC (HUB)	12 Mo	12 Fibers	\$0.00	\$0.00	\$99.00
Faulk Elementary	12 Mo	12 Fibers	\$0.00	\$0.00	\$99.00
Kieberger Elementary	12 Mo	12 Fibers	\$0.00	\$0.00	\$99.00
Aransas Pass High	12 Mo	12 Fibers	\$0.00	\$0.00	\$99.00
AC Blunt Middle	12 Mo	12 Fibers	\$0.00	\$0.00	\$99.00
Charlie Marshall Elementary	12 Mo	12 Fibers	\$0.00	\$0.00	\$99.00
Total ISD	12 Mo	Fibers	\$0.00	\$0.00	\$594.00

*See pricing notes next page.

PRICING NOTES

1. **Each contract will include up to four (4), 1-year voluntary extensions.**
2. Pricing assumes the existing Aransas Pass ISD cable is locatable using industry standard locating technology (tone induction) which requires a metallic element inside the cable or conduit. Non-metallic routes (dielectric) will need to be field excavated to locate the buried lines. This proposal does not include pricing under this scenario. Direct buried, non-metallic cables are generally non-locatable, and are exempt from this pricing proposal.
3. This proposal assumes at least one (1) cable/conduit access location (handhole, NEMA wall-mount enclosure on exterior of building, etc.) along each route outside each MDF. Should no access locations exist outside the MDFs, an external access point will need to be added at an additional cost to facilitate line locating without having to enter the ISD facility. This is a necessity, especially on "emergency" locates, which often occur after hours and on weekends and must be marked within 2 hours of the emergency ticket being called in by the excavating contractor.

Price Includes:

1. As-Built creation and delivery to Aransas Pass ISD. As-built plans in .kmz or .shp format showing depths (accurate to +/- 3") and lat/long at 10-ft intervals (accurate to 15cm horizontally). OTDR testing of each route will be conducted to locate potential faults and to get cable distance for aiding in damage location.
2. Adding route(s) to TX811 database.
3. Initial ride-out of each route to inject handholes, marker posts, and cable entries. General route inspection to include a report with pictures and a cost estimate to get each route up to standard (replace handhole lids, add marker posts, etc.).
4. Monitor and screen all TX811 One Call tickets 24/7 to include emergency tickets. Our NOC will be called by TX811 dispatchers 24/7 for each emergency ticket to ensure receipt.
5. Dispatch locate technicians as needed to mark each route using orange flagging or paint.
6. Pre-position on Aransas Pass ISD's grounds, one polymer concrete handhole, 1,000' of SM armored fiber optic cable, and a splice enclosure. These pre-positioned assets will facilitate faster restoration times in the event of a cut. If used, the costs of these will be billed to Aransas Pass ISD.
7. Media Link will perform, at a minimum, semi-annual visual inspections of OSP facilities, to include handhole lids, lashing, and cable marker poles. These reports will be made available to Aransas Pass ISD.
8. **Cable damage restoration-** Should a route be damaged by an excavator (cut), and after being notified by the Aransas Pass ISD of an outage:
 - Media Link will dispatch a technician within 4 hours to assess the damage and create a restoration plan. Technicians will only be dispatched after site power is verified and network equipment failures ruled out.
 - If excavation is required to restore the damage, Media Link will call in a TX811 Emergency locate request, so other utilities have the opportunity to mark their buried facilities. State law requires utilities to mark within 2 hours of an emergency ticket, but this is rarely seen practically.
 - After all buried facilities in the vicinity are properly marked and located, Media Link will begin restoration efforts to include replacing damaged duct/fiber and resplicing. Restoration times are site, cause, and as-built specific. Shallow cuts are more easily repairable than deeper ones. Damages caused by HDD contractors using large backreamers are typically catastrophic and require re-boring of conduit runs. Poorly constructed fiber routes with little slack or very deep take longer to repair. The minimum time to repair will be 4 hours after all nearby utilities are properly marked. The maximum time to repair, excluding having to re-bore a route, is 24 hours. Media Link will work to restore an outage regardless of the responsibility of the contractor.
 - Once restoration is complete, Media Link and Aransas Pass ISD will conduct an AAR to determine how the event occurred. Should Media Link be found to have improperly screened, inaccurately marked, or failed to mark a route, all costs associated with the restoration will be paid by Media Link. Should it be found that Media Link was not at fault, Media Link will invoice the responsible contractor for the restoration costs. After 60 days of non-payment for any damage invoiced by the at-fault party and after all other collection attempts are made, Media Link will request that Aransas Pass ISD legal assets be utilized to secure payment from the at-fault party or other negotiated arrangements for payment be agreed upon by Media Link and Aransas Pass ISD.

Price Excludes:

1. Excavating to field locate non-metallic or otherwise non-locatable routes. Improperly grounded or poorly constructed routes may have to be repaired at Aransas Pass ISD's expenses prior to M&O start.
2. Locating of direct buried, non-metallic cable routes.
3. Addition of cable access points for tone induction for locates.
4. Responsibility for force majeure events.
5. Relocation of existing routes due to public works projects or any other reason.