

PRICING ANALYSIS FOR BID RESPONSES							
	Century Link	ENA (layer 2)	ENA (Layer 3)	Affinity	Comcast	Unite	Winstream
a) CTL 1yr term, 10Gb MOE circuits to Quail & Ed Ctr, MOE to all schools 200Mbps HS & 100Mbps Mid/elm. b) ENA = 1Gb HS & 100Mbps Mid/elm, terminating gear, services (ENA)and one time costs if any. Note ENA proposal includes purchase of switches/routers, annual smartnet on said equipment, managment costs. Further ENA proposed managed services for layer 2 and layer 3 thus the two prices. c) Affinity 10Gb to ed & Quail, 1Gb to HS, 100Mb to elms, d) Comcast 10Gb to ed & Quail, 1Gb to HS, 100Mb to elms, e) Unite 1Gb to all sites 5 year term minimum, f) Winstream 3 year contract 10Gb to Ed & Quail 1Gb to HS and 100 to middle & elms.	\$2,133,227.52	\$2,035,340.00	\$253,812.40 Monthly reoccurring assuming 3 year contract; revised cost = ENA BAFO	\$206,834.00 monthly reoccurring + \$149,000.00 one time cost; revised cost includes charter schools	\$4.72MM = \$193,841.69 monthly reoccurring + \$2,401,661.93 one time installation costs; revised cost reflects 36-month cost minus one-time installation fee, which is waived for 36-month contract	\$639,200 / month for 5 year contract; shortest time duration offered by Unite	No routers installed; reflects 36-month offer
Total Cost (Annual)	\$ 2,133,227.52	\$ 2,035,340.00	\$ 2,890,800.00	\$ 2,631,008.00	\$ 4,727,753.93	\$ 7,670,400.00	\$ 4,621,922.40
Revised Cost (including charter schools) (Annual)*	\$ 2,275,187.52	\$ 2,035,340.00	\$ 2,651,660.00	\$ 2,839,008.00	\$ 2,127,045.48	\$ 7,670,400.00	\$ 4,621,922.40

*Note: cost projections revised in September 2017 to account for charter schools; revised costs reflect actual cost projections of each bid

RFP 23612 WAN - Stage 2 Questions

Ratings (you may use .25, .50, .75)

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

37
Total of 100 Points 0

Question	Points	Weight	Weighted Score
1. What are your company's key differentiators		5	0
Technology delivery Monitoring Repair Other areas? Notes:			
2. Will you be providing all the facilities or are you partnered with other service providers? (Please list)		3	0
Notes:			
3. What is your delivery time between order and go live?		4	0
Notes:			
4. Demonstrate your ability to meet your planned rollout schedule starting July 1st		4	0
Notes:			
5. What do you feel was the biggest question not asked in the RFP?		3	0
<i>Team should look for "how much fiber is over head versus buried"</i> Notes:			
6. What challenges do you see in installing this system district wide?		3	0
Notes:			

7. Please explain how you intend to deliver bandwidth to the mountain schools and Labs.		2	0
<i>Team should look for a different solution rather than just adding more T-1s.</i>			
Notes:			
8. Does your monitoring tool provide us the ability to create utilization reports? If so, how far back is that data kept? If not,		1	0
Notes:			
9. Do you require a dedicated rack for their equipment? If so, will you install those racks and can it be determined on a		1	0
Notes:			
10. Can you provide more than 48 hours notification for any standard maintenance downtime? Especially when doing		2	0
Notes:			
11. Describe your response time targets for critical issues - from reporting issue to actual troubleshooting start time.		2	0
Notes:			
12. How are service transitions handled? circuit swap high-availability?		3	0
Notes:			
13. How do you coordinate service cutovers to minimize site impact?		1	0
Notes:			
14. Key lessons learned from other large roll-out/migrations		3	0
Notes:			

RFP 23612 WAN
Stage 2 Questions

1.5 hours per each Vendor

- 1 Hour Interview
- Half hour for questions

Ratings (you may use .25, .50, .75)

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

Questions:

1. What are your company's key differentiators
Technology delivery
Monitoring
Repair
Other areas?
2. Will you be providing all the facilities or are you partnered with other service providers?
(Please list)
3. What is your delivery time between order and go live?
4. Demonstrate your ability to meet your planned rollout schedule starting July 1st
5. What do you feel was the biggest question not asked in the RFP?
6. What challenges do you see in installing this system district wide?
7. Please explain how you intend to deliver bandwidth to the mountain schools and Labs.
8. Does your monitoring tool provide us the ability to create utilization reports? If so, how far back is that data kept? If not, will they provide SNMP strings so we can get this info via Solarwinds?
9. Do you require a dedicated rack for their equipment? If so, will you install those racks and can it be determined on a site by site basis as there are MDFs that do not have enough room for dedicated racks.

10. Can you provide more than 48 hours notification for any standard maintenance downtime? Especially when doing maintenance on equipment at the Ed Center and Quail.
11. Describe your response time targets for critical issues - from reporting issue to actual troubleshooting start time.
12. How are service transitions handled? circuit swap high-availability?
13. How do you coordinate service cutovers to minimize site impact?
14. Key lessons learned from other large roll-out/migrations

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**RFP 23612 eRate WAN
Interview and System Evaluation Form - Stage Two**

Vendor: Century Link

	A	B	C
	Rating/Points	Weights	Total Weighted Points
Interview Question #1	2	5	10
Interview Question #2	3	3	9
Interview Question #3	2	4	8
Interview Question #4	2	4	8
Interview Question #5	3	3	9
Interview Question #6	3	3.5	10.5
Interview Question #7	2	2.5	5
Interview Question #8	2	1.5	3
Interview Question #9	2	1.5	3
Interview Question #10	3	2.5	7.5
Interview Question #11	2	2.5	5
Interview Question #12	3	3	9
Interview Question #13	2	1.5	3
Interview Question #14	2	3	6
			90

Interview worth 150 points/System worth 50 points

***Ratings (you may use .25, .50, .75)**

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

Please note the strengths and weaknesses of each proposal below

Pros

encumbent

knows the environment

> services w/o a lot of extra \$'s

Did the research good questions / solutions

Cons

encumbent
comfortable

Mountain Schools

communications seem to be lacking

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RFP 23612 eRate WAN
Interview and System Evaluation Form - Stage Two

Vendor: ENA

	A	B	C
	Rating/Points	Weights	Total Weighted Points
Interview Question #1	3	5	15
Interview Question #2	2	3	6
Interview Question #3	2.5	4	10
Interview Question #4	2	4	8
Interview Question #5	1.75	3	5.25
Interview Question #6	1.5	3.5	5.25
Interview Question #7	3	2.5	7.5
Interview Question #8	3	1.5	4.5
Interview Question #9	2	1.5	3
Interview Question #10	2	2.5	5
Interview Question #11	2	2.5	5
Interview Question #12	2.5	3	7.5
Interview Question #13	2	1.5	3
Interview Question #14	3	3	9
Interview worth 150 points/System worth 50 points			85

*Ratings (you may use .25, .50, .75)
Excellent = 4
Above Average = 3
Average = 2
Below Average = 1

Please note the strengths and weaknesses of each proposal below

Pros	Cons
Hungry for Jeffco business	New to Denver Market
Not a monopoly; private business	Risk (don't know environment)
Very confident in their ability to deliver; liked the fact that they wanted us to engage w/ their references	High cost
Liked their dashboard; reporting tool	No local presence
Stress communication as key	Comcast relationship
	didn't research mtn schools

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**RFP 23612 eRate WAN
Interview and System Evaluation Form - Stage Two**

Vendor: Century Link

	A	B	C	
	Rating/Points	Weights	Total Weighted Points	
Interview Question #1	3.75	5	18.75	didn't give a 4 because of the Outdoor Labs
Interview Question #2	4	3	12	100% CTL
Interview Question #3	3.5	4	14	
Interview Question #4	3.5	4	14	
Interview Question #5	4	3	12	They made good points
Interview Question #6	4	3.5	14	
Interview Question #7	2	2.5	5	Why can ENA get fiber there for much cheaper than CTL?
Interview Question #8	3	1.5	4.5	can't do 95%, all manual reports, can't do M-F 7-4 yet
Interview Question #9	4	1.5	6	
Interview Question #10	4	2.5	10	
Interview Question #11	3	2.5	7.5	
Interview Question #12	3	3	9	
Interview Question #13	2	1.5	3	
Interview Question #14	3	3	9	actually put something here
			129.75	

Interview worth 150 points/System worth 50 points

*Ratings (you may use .25, .50, .75)
Excellent = 4
Above Average = 3
Average = 2
Below Average = 1

Please note the strengths and weaknesses of each proposal below

Pros

Irwin, Litz, stadium and NAAC will go to 100MB

July 1 turn up for everything

No CTL term fees - contract remains the same 6/30/18

McLain will be off Wtech. Longview hangs off McLain

Infrastructure already in place

They are already local

New reporting tools in control center

NO COMCAST at all!!! No middle man

They knew about the Erate funding rules.

They already know where all our schools are (including the mountain schools)

Cons

Notifications haven't

always been the greatest

Can't upgrade Labs other

RFP 23612 eRate WAN
Interview and System Evaluation Form - Stage Two

Vendor: ENA

	A	B	C
	Rating/Points	Weights	Total Weighted Points
Interview Question #1	3	5	15
Interview Question #2	1	3	3
Interview Question #3	3	4	12
Interview Question #4	3	4	12
Interview Question #5	2.5	3	7.5
Interview Question #6	2	3.5	7
Interview Question #7	1.5	2.5	3.75
Interview Question #8	4	1.5	6
Interview Question #9	4	1.5	6
Interview Question #10	2	2.5	5
Interview Question #11	3	2.5	7.5
Interview Question #12	2.5	3	7.5
Interview Question #13	2.5	1.5	3.75
Interview Question #14	2.5	3	7.5
			96

uses Comcast this is
very concerning to me

talk to references
talk to references

they didn't list any of our
mountain schools
except Labs

they will have to change
things to accommodate
our needs, but are
willing to do that

Interview worth 150 points/System worth 50 points

*Ratings (you may use .25, .50, .75)
Excellent = 4
Above Average = 3
Average = 2
Below Average = 1

Please note the strengths and weaknesses of each proposal below

PROS

No early term fees if schools close - but how likely is that anyway

They will let us have the SNMP string so we can monitor add their devices to SolarWinds for our own alerting/monitoring

Front end staff are trained engineers not just phone answerers

Site by site cutover is minutes.

They do all the work which frees up Jeffco resources

Reporting tool is GREAT!

CONS

They say they can have all locations done in 120 days. But I haven't seen anything that proves this. Given the fact they use Comcast, I highly doubt they can do that especially if they have to "fire" them for not providing service in a timely manner

They stated they have never worked with Comcast in Denver.

Big CON - they use Comcast Business Class Fiber network. Comcast has been unable to provide service to us in a timely manner

we still have to pay bill as of July 1 even if the school isn't ready

only provide 72 hours (changed from 48) for maintenance outages but they said they can work on this C30

we would use 2 monitoring tools

Not local yet but will open a Denver office if they win the bid which concerns me as their staff will be moving while in the middle of our project.

They didn't give good examples. Just kept saying to call their references

Would have to pay CTL term fees

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**RFP 23612 eRate WAN
Interview and System Evaluation Form - Stage Two**

Vendor: Century Link

	A	B	C
	Rating/Points	Weights	Total Weighted Points
Interview Question #1	3.5	5	17.5
Interview Question #2	4	3	12
Interview Question #3	3.75	4	15
Interview Question #4	3.25	4	13
Interview Question #5	4	3	12
Interview Question #6	3.5	3.5	12.25
Interview Question #7	3.25	2.5	8.125
Interview Question #8	3.25	1.5	4.875
Interview Question #9	3.5	1.5	5.25
Interview Question #10	3.5	2.5	8.75
Interview Question #11	3.75	2.5	9.375
Interview Question #12	4	3	12
Interview Question #13	3.5	1.5	5.25
Interview Question #14	3.5	3	10.5
Interview worth 150 points/System worth 50 points			135.375

***Ratings (you may use .25, .50, .75)**

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

Please note the strengths and weaknesses of each proposal below

Pros:

Gets rid of the MOE over DS-3, give all HS's 200Mbps.

Take care of Irwin and Litz and the two stadiums with 100Mbps fiber and Conifer HS at 200Mbps. Full 100Mbps proposed to each charter school.

Minimum construction with limited outages.

Major infrastructure in place. Fully linked and redundant design.

Notification within 20min. of event.

Local resources more than 50 people that support us.

Dedicated e-Rate support team.

Business marketing group is headquartered in Denver.

Very good answer to question #5 (biggest question not asked):

CenturyLink wanted to make sure we could terminate the new bandwidth and pass it through our edge gear.

Cons:

Mountain school delivery is no different than anyone else. Perhaps I asked an unfair question (#7) but all vendors promise access to these schools, yet they admit the challenge. I am not sure anyone can really deliver on their promise, time will tell. Respondents answers many not mean much until the installation is completed (or we know it cannot be completed).

If we went with another vendor entirely new circuits need to be provisioned.

Observations:

July 1, 2015 for connection to all sites.

Included Charters in initial cost will need to revise quote.

Proposals are amendments but a new contract can be written.

If we went with another vendor, it may mean redundant switches and terminating equipment in the MDFs. We would need to support two stacks of equipment, the present CTL gear and the new gear from the potential new service provider. So we will need to manage power and space if we went with another vendor.

40% cancellation penalty on remaining months of the contract.

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RFP 23612 eRate WAN
Interview and System Evaluation Form - Stage Two

Vendor: ENA

	A	B	C
	Rating/Points	Weights	Total Weighted Points
Interview Question #1	2	5	10
Interview Question #2	3.25	3	9.75
Interview Question #3	3.5	4	14
Interview Question #4	3.25	4	13
Interview Question #5	3	3	9
Interview Question #6	3.5	3.5	12.25
Interview Question #7	3	2.5	7.5
Interview Question #8	3.75	1.5	5.625
Interview Question #9	3.5	1.5	5.25
Interview Question #10	3.5	2.5	8.75
Interview Question #11	3.5	2.5	8.75
Interview Question #12	3	3	9
Interview Question #13	3	1.5	4.5
Interview Question #14	4	3	12
Interview worth 150 points/System worth 50 points			117.375

***Ratings (you may use .25, .50, .75)**

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

Please note the strengths and weaknesses of each proposal below

Potentially greater e-Rate return with a managed service rather than service provider.
Worked with Comcast in other states but not in the Denver area.
Supposedly they have a better relationship with Comcast as they are the largest customer of Comcast, the implication being, Comcast will work better for ENA than they have with Jeffco.
Pricing is committed regardless of carrier or the event of a carrier swap.
90 day delivery time is ENA's standard.
Will staff up in Denver upon signing of contract.
Good monitoring tools and a promise to stay in communication with us at least quarterly.
Can make the 48 hour or greater notification window.
Work to isolate problem prior to Jeffco having to. I liked the answer to #14 (Lessons learned) they stated they learn the customer and work with them individually.
K-12 and libraries only.
They have assumed in place contracts in the past and ridden them to conclusion.
They can (possibly) work with us to help mitigate liability towards contract early termination fees.

Cons:

Works with CenturyLink and Comcast to deliver the service.
I am more than a little concerned ENA using Comcast as a provisioning/service delivery partner due to our past experience with Comcast. Comcast has proven numerous times they cannot deliver on time to the District.
I hate the term "One throat to choke". It may seem personal and trivial but it implies personality business type/practice in that it implies there will be issues and we will need to "choke" someone. Besides that, it is unprofessional.
It can be difficult to break free of a single managed service provider.
Worked with Comcast in other states but not in the Denver area.
Mountain school delivery is no different than anyone else. Perhaps I asked an unfair question (#7) but all vendors promise access to these schools, yet they admit the challenge. I am not sure anyone can really deliver on their promise, time will tell. Respondents answers many not mean much until the installation is completed (or we know it cannot be completed).

Observations:

ENA keeps saying they have high customer retention. This information is misleading as a managed service provider decision causes apparent loyalty to ENA (or any company) due to the fact that switching back to an internally managed solution is nontrivial and requires a significant internal build up to accomplish. Of course they have high customer retention; it is the nature of the beast.
Thus we need to be careful as to any managed service solution agreement so that we are not locked into the single vendor.
One U appliance will be present at each site for the hand-off.
ENA strives for 15 minute notification window to us from time of active monitoring alarm.

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Interview and System Evaluation Form - Stage Two**

Vendor: Century Link

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	Rating/Points	Weights	Total Weighted Points
Interview Question #1	4	5	20
Interview Question #2	4	3	12
Interview Question #3	4	4	16
Interview Question #4	4	4	16
Interview Question #5	4	3	12
Interview Question #6	4	3.5	14
Interview Question #7	3	2.5	7.5
Interview Question #8	3	1.5	4.5
Interview Question #9	4	1.5	6
Interview Question #10	4	2.5	10
Interview Question #11	4	2.5	10
Interview Question #12	4	3	12
Interview Question #13	4	1.5	6
Interview Question #14	4	3	12
			146

Interview worth 150 points/System worth 50 points

*Ratings (you may use .25, .50, .75)
Excellent = 4
Above Average = 3
Average = 2
Below Average = 1

Please note the strengths and weaknesses of each proposal below

Pros:

- 1gb port switches to High Schools
- Upgrades Mtn schools to Metro Ethernet
- Upgrades Stadiums to 100mb and Pre-Schools (Turn up July 1)
- Added McLain in the quote as a run
- All charters at 100meg
- Fully meshed
- Fiber in place already - fast delivery
- Customer notification within 20minutes
- Fast Repair - 4 hours for equipment failures, 8 hours on fiber cuts
- Dedicated account team
- Onsite staff - 7000 folks on site
- 100% facilities based metro ethernet carrier
- Long standing partnership
- Contract ammendment to 2018 contract - no term fees
- Great value add from through put services to cost per mb

Cons:

- Termination Fees to break contract
- NonRFP - Need to tighten current reporting and alerting methods and contacts
- NonRFP - Aging switches need to be replaced
- NonRFP - need better reporting with 95th percentile, exclude weekend and nights, etc

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Interview and System Evaluation Form - Stage Two

Vendor: ENA

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Interview Question #5	4	3	12
Interview Question #6	4	3.5	14
Interview Question #7	4	2.5	10
Interview Question #8	4	1.5	6
Interview Question #9	3	1.5	4.5
Interview Question #10	4	2.5	10
Interview Question #11	4	2.5	10
Interview Question #12	4	3	12
Interview Question #13	4	1.5	6
Interview Question #14	4	3	12
			138.5

Interview worth 150 points/System worth 50 points

***Ratings (you may use .25, .50, .75)**

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

Please note the strengths and weaknesses of each proposal below

PROS:

16 of largest school district in nation. 2 of the largest hosted solution.

Edge Equipment included in proposal

eRate benefits by service providers moves flexibility from Cat 2 to Cat1

Top 10 of Cat 1 transactions

High retention Rate - streamline billing - school closures fees

Proactive Support - Jeffco can focus on other activities as this stuff is taken care off

1700 circuits delivered in the March to July timeframe

Taylored to Education and they get it

1st level is a trained engineer and stays with you throughout trouble ticket

CONS:

CL early termination fees may not be cost effective at this time

Hard to back out - will require a district wide entire router/Layer 3 device purchase

Using Comcast as a provider - hasn't worked with local Comcast resources

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	Rating/Points	Weights	Total Weighted Points
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Interview Question #3	4	4	16
Interview Question #4	4	4	16
Interview Question #5	4	3	12
Interview Question #6	4	3.5	14
Interview Question #7	3	2.5	7.5
Interview Question #8	2	1.5	3
Interview Question #9	4	1.5	6
Interview Question #10	4	2.5	10
Interview Question #11	3	2.5	7.5
Interview Question #12	4	3	12
Interview Question #13	4	1.5	6
Interview Question #14	3	3	9
Interview worth 150 points/System worth 50 points			142

***Ratings (you may use .25, .50, .75)**

Excellent = 4

Above Average = 3

Average = 2

Below Average = 1

Please note the strengths and weaknesses of each proposal below

Existing infrastructure in place, simplifying upgrades (except current non-native MoE sites)

Attention provided to district current termination gear and capacities listed in RFP

Low implementation time due to existing infrastructure

Provided monitoring services do not provide granularity required to displace existing District operated monitoring environment

District responsible for its own termination device

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Vendor: ENA

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Interview Question #2	3	3	9
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Interview Question #4	2	4	8
Interview Question #5	3	3	9
Interview Question #6	2	3.5	7
Interview Question #7	4	2.5	10
Interview Question #8	3	1.5	4.5
Interview Question #9	4	1.5	6
Interview Question #10	3	2.5	7.5
Interview Question #11	3	2.5	7.5
Interview Question #12	3	3	9
Interview Question #13	3	1.5	4.5
Interview Question #14	4	3	12
Interview worth 150 points/System worth 50 points			110

*Ratings (you may use .25, .50, .75)
Excellent = 4
Above Average = 3
Average = 2
Below Average = 1

Please note the strengths and weaknesses of each proposal below

Managed services of leased carrier facilities

Full build out to district locations by July 1 committed in discussion, in practice completely different experience

No current footprint in Colorado, looking to establish

Customised management portal and reporting services appear to be improvements

Scale up of support staff in area needed

No reuse of existing facility entrance guaranteed, possible site impacts for installation efforts

Coordinated cutover between carriers looks to be clean

Managed service cost delta includes lease of edge CPE device

RESPONSIBILITIES OF PROPOSAL EVALUATION COMMITTEE MEMBERS

RFP 23612 – eRate WAN High Bandwidth for 154 District Sites

Thank you for participating on the evaluation committee for this Request for Proposal (RFP). To protect the integrity of this formal solicitation and the evaluation process, it is essential that each participant understand and abide by the following responsibilities. Adherence to these requirements will help assure the effectiveness of the evaluation team as a whole, and protect the overall interests of Jefferson County Schools in the award of this RFP.

1. **Fairness and Integrity.** It is the responsibility of every member on the evaluation panel to collectively ensure that the evaluation is conducted in an impartial, objective and professional manner, and that the same level of effort is extended to the evaluation of all vendors' proposals/presentations.
2. **Understanding of the Project.** Your success as an effective member of the team depends on your comprehensive understanding of the project, and your familiarity with the requirements and specifications contained in the RFP. Familiarize yourself with this document.
3. **Attendance.** Attendance of all committee members at all scheduled evaluation meetings is crucial to the quality of the evaluation process. Without all representatives present, meetings are not effective, as not all opinions can be shared in a group setting. Therefore, committee members must attend all meetings of the committee, including interviews with the proposers, if conducted.
4. **Confidentiality.** To preserve the integrity of the evaluation process, the following rules of confidentiality must be observed:
 - a. Committee members must conduct themselves with complete confidentiality. Confidentiality is both a legal and ethical requirement and is vital to fair, equitable evaluation of the proposals. You must not discuss the contents of the proposals with anyone outside of the committee.
 - b. Committee members must not communicate with proposers about this project outside of any scheduled and sanctioned evaluation activity, without the knowledge and approval of Purchasing. If any member of this evaluation committee has any reason to contact one or more proposers participating in this RFP, even if the matter is not directly or indirectly related to this project, they must divulge the nature and reason of the contact with the firm to Purchasing, who will determine if that activity poses a conflict with the person's participation on this evaluation committee.
5. **Conflicts of Interest.** Per Board Policy GBEA-E, you may not participate as a member of this committee if you hold an interest in any business or undertaking which may be directly and substantially affected to its economic benefit by an official action to be taken by this committee.

Adapted from information posted on NIGP website

<https://www.nigp.org/common/restrict/formsdocsnew/casrfpevalresp.pdf>

Signature _____

Name _____

_____ Date

RFP 23612 eRate WAN Bandwidth for 154 District Sites		CenturyLink	ENA		Corrected Scores for CenturyLink	Corrected Scores for ENA
Written Response Evaluation (Team Total of 1000 points)		643.125	546.875		689.63	599.38
	Team Member A	90	85		96.00	94.00
	Team Member B	129.75	96		138.75	103.50
	Team Member C	135.375	117.375		145.88	129.38
	Team Member D	146	138.5		158.00	150.50
	Team Member E	142	110		151.00	122.00
Average Score - Total points/# scores		128.63	109.38		137.93	119.88
Percentage of Total Available Points		0.64	0.55		0.69	0.60
Score from Pricing Analysis (40 possible points)		38	40	(ENA Layer 2)	38	40
Total Score Stage Two		166.63	149.38		175.93	159.88
			30			30
			139.38	(ENA Layer 3)		149.88

**AMENDMENT
TO THE INTRASTATE AGREEMENT FOR
CENTURYLINK METRO ETHERNET SERVICE ("Amendment")**

JEFFERSON COUNTY PUBLIC SCHOOLS R-1 ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") enter into this Amendment to the Intrastate Metro Ethernet Service, CenturyLink Content ID: P655835 ("Underlying Agreement"). Capitalized terms not defined in this Amendment are defined in the Underlying Agreement.

CenturyLink and Customer wish to amend the Agreement as follows:

1. The following Section 17. Non-Appropriations Section is added to the Underlying Agreement.

17. Non-Appropriations. Any financial commitment on the part of the Customer contained in this Agreement is subject to annual appropriation by the Board. The parties agree that the Customer has no obligation to fund the financial obligations under this Agreement other than for the then current year of the Agreement term, and that the Customer has not irrevocably pledged and held for payment sufficient cash reserves for funding any financial obligation arising in any future fiscal year of the Agreement term. Customer agrees to remain liable for all charges incurred up to date of termination due to non-appropriations, including any special construction incurred by CenturyLink.

2. Modification to Section 11 Indemnification. The existing Section 11 Indemnification is deleted and replaced with the following:

11. Indemnification. To the extent allowed by Colorado State law, Customer will defend and indemnify Qwest its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer of End Users. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

3. The following Services will be added or upgraded to the Agreement:

Location (Address, City, State)	Band-width Profile	Band-width MRC per each	Port Speed	Port Speed MRC per each
13950 W 20th Ave, Golden, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
1505 S Pierson St, Lakewood CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
9300 W 104TH AVE, WESTMINSTER, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
11325 ALLENDALE DR, ARVADA, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
7951 W 65TH AVE, ARVADA, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
8101 POMONA DR, ARVADA, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
13355 W 80TH AVE, ARVADA, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
9505 W 32ND AVE, WHEATRIDGE, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
9700 W 8TH AVE, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
2305 PIERCE, EDGEWATER, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
701 24TH ST, GOLDEN, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
13175 W GREEN MOUNTAIN DR, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
9800 W Dartmouth Pl, Lakewood, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
1255 S WADSWORTH BLVD, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
10359 W NASSAU AVE, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
13399 W COAL MINE AVE, LITTLETON, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
7227 S SIMMS ST, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
6201 S PIERCE ST, LITTLETON, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00

**AMENDMENT
TO THE INTRASTATE AGREEMENT FOR
CENTURYLINK METRO ETHERNET SERVICE ("Amendment")**

29300 BUFFALO PARK RD, EVERGREEN, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
13600 W 2nd Pl, Lakewood, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$1,200.00

Optional Locations:

Location (Address, City, State)	Band-width Profile	Band- width MRC per each*	Port Speed	Port Speed NRC per each
8420 Sangre de Cristo Road, Littleton, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
10399 W 44th Ave, Wheat Ridge, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
4441 Salvia St, Golden, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
11500 W 84th Ave, Arvada, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
1921 Youngfield St Suite 204, Golden, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
9955 Yarrow Street, Broomfield, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
6980 Pierce Street, Arvada, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
9904 W Capri Ave, Littleton, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
11398 Ranch Elsie Rd, Golden, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
2959 Royale Elk Way, Evergreen, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
480 S Kipling St, Lakewood, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
7180 Oak St, Arvada, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
8300 W 94th Ave, Westminster, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
500 Kipling, Lakewood, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
19500 W 64th Pkwy, Arvada, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00

*Customer must order Services by 8/30/17 in order for pricing to be valid.

Optional Features:

Location (Address, City, State)	Protect Routing MRC (only applies to the locations showing an MRC)	QoS – MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
				MRC	NRC
13950 W 20th Ave, Golden, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
1505 S Pierson St, Lakewood CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
19500 W 64th Pkwy, Arvada, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
500 Kipling, Lakewood, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
8420 Sangre de Cristo Road, Littleton, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
10399 W 44th Ave, Wheat Ridge, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
4441 Salvia St, Golden, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
11500 W 84th Ave, Arvada, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
1921 Youngfield St Suite 204, Golden, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
9955 Yarrow Street, Broomfield, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
6980 Pierce Street, Arvada, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
9904 W Capri Ave, Littleton, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
11398 Ranch Elsie Rd, Golden, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
2959 Royale Elk Way, Evergreen, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
430 S Kipling St, Lakewood, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
7180 Oak St, Arvada, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A

**AMENDMENT
TO THE INTRASTATE AGREEMENT FOR
CENTURYLINK METRO ETHERNET SERVICE ("Amendment")**

8300 W 94th Ave, Westminster, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
9300 W 104TH AVE, WESTMINSTER, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
11325 ALLENDALE DR, ARVADA, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
7951 W 65TH AVE, ARVADA, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
8101 POMONA DR, ARVADA, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
13355 W 80TH AVE, ARVADA, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
9505 W 32ND AVE, WHEATRIDGE, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
9700 W 8TH AVE, LAKEWOOD, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
2305 PIERCE, EDGEWATER, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
701 24TH ST, GOLDEN, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
13175 W GREEN MOUNTAIN DR, LAKEWOOD, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
3490 S. Kipling Street, LAKEWOOD, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
1255 S WADSWORTH BLVD, LAKEWOOD, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
10359 W NASSAU AVE, LAKEWOOD, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
13399 W COAL MINE AVE, LITTLETON, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
7227 S SIMMS ST, LAKEWOOD, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
6201 S PIERCE ST, LITTLETON, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
29300 BUFFALO PARK RD, LITTLETON, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A
13600 W 2nd Pl, Lakewood, CO	N/A	\$10.00 – 5 Mbps	N/A	N/A	N/A

The MRCs above supercede the charges for the subject location(s) previously agreed to in the Underlying Agreement including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Underlying Agreement. Additions to Service must meet the requirements of the Minimum Service Period. If Customer's Agreement does not contain the following language in the Payment section, then the language is hereby incorporated at the end of the Payment section: "Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an amendment to this Agreement."

Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the applicable Tariff.

Except as amended herein, all other terms and conditions of the Agreement will remain in full force and effect and will apply to this Amendment.

This Amendment will become effective upon the latest signature date below, provided mandatory filing requirements are met. The term of this Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by CenturyLink.

Jefferson County Public Schools R-1

Authorized Signature

Daniel M. McMininice

Name Typed or Printed

Superintendent

Title

4/2/15

Date

Qwest Corporation d/b/a CenturyLink QC

Authorized Signature

Jacob Darfler

Name Typed or Printed

Director – Offer Management

Title

4-6-2015

Date

(FOR CENTURYLINK INTERNAL USE ONLY)

FUNDING CONCURRENCE MAY BE REQUIRED PRIOR TO EXECUTION

AQCB Quote No. _____

Date Concurred: _____

SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

CenturyLink and Customer are entering into an Agreement for the provision of certain telecommunications services, equipment or both ("Service"). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or when Customer receives Service.

1. **EFFECTIVE DATE OF AGREEMENT.** The Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input checked="" type="checkbox"/> Option 2.	The Term will begin on July 1, 2015. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	The Term will begin on the last date on which both parties have signed the Agreement and CenturyLink has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator ("Other Funding Source"). But if CenturyLink receives USAC's Funding Commitment Decision Letter or a commitment from an Other Funding Source before July 1, 2015, the effective date of the Agreement will be July 1, 2015. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
<input type="checkbox"/> Option 4.	The Term will begin on the last date on which both parties have signed the Agreement. Customer affirms that it is not currently requesting Support for Service. The remainder of this Addendum will not apply to the Agreement if Customer selects Option 4. If Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.

If Customer does not indicate an affirmative choice above, CenturyLink will treat the Agreement as If Customer selected Option 4.

2. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take the following steps to request Support depending on the source of such funds.

- A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by CenturyLink. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
- B. **Other Funding Sources.** If desired, Customer will take all necessary steps to request Support from Other Funding Sources. Customer will promptly notify CenturyLink in writing of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to CenturyLink. **Customer will abide by all Other Funding Source rules and obligations for receipt of Support.**

3. **RECEIPT OF SUPPORT.**

- A. **USAC.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from USAC of Customer's Form 486 filing and CenturyLink's receipt of the service worksheet. Upon notification, CenturyLink will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and CenturyLink worksheet delineating the associated accounts. CenturyLink may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. CenturyLink will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
- B. **Other Funding Sources.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Service. Upon notification, CenturyLink will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and

corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. CenturyLink may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Service.

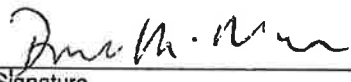
4. FAILURE TO OBTAIN SUPPORT.

- A. If, for any reason other than CenturyLink's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse CenturyLink for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to CenturyLink on Customer's behalf, then Customer will reimburse CenturyLink for these amounts.
- B. While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

5. TITLE TO EQUIPMENT. Any equipment for which Customer is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Agreement, is the property of CenturyLink. Customer neither owns nor will acquire any right of ownership to any such CenturyLink-provided equipment. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the CenturyLink-provided equipment to CenturyLink or will provide CenturyLink access to reclaim such equipment.

6. PRECEDENCE AND INTERPRETATION. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this 29 day of MAY, 2015


Signature
Duane W. McManis
Print Name
SUPERINTENDENT
Title

**AMENDMENT
TO THE INTRASTATE AGREEMENT FOR
CENTURYLINK METRO ETHERNET SERVICE ("Amendment")**

JEFFERSON COUNTY PUBLIC SCHOOLS R-1 ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") enter into this Amendment to the Intrastate Metro Ethernet Service, CenturyLink Content ID: P778178 ("Underlying Agreement"). Capitalized terms not defined in this Amendment are defined in the Underlying Agreement.

1. Modification to Section 6.2 Non-Appropriations. The existing Section 6.2 Non-Appropriations is deleted and replaced with the following:

6.2. Non-Appropriations. Any financial commitment on the part of the Customer contained in this Agreement is subject to annual appropriation by the Board. The parties agree that the Customer has no obligation to fund the financial obligations under this Agreement other than for the then current year of the Agreement term, and that the Customer has not irrevocably pledged and held for payment sufficient cash reserves for funding any financial obligation arising in any future fiscal year of the Agreement term. Customer agrees to remain liable for all charges incurred up to date of termination due to non-appropriations, including any special construction incurred by CenturyLink.

2. The following Services will be added or upgraded to the Agreement:

Location (Address, City, State)	Band-width Profile	Band-width MRC per each	Port Speed	Port Speed NRC per each
1829 Denver West Dr, #27, Golden, CO	10000 Mbps	\$8,990.00	10G Port	\$0.00
809 Quail, Bldg #1, Lakewood, CO	10000 Mbps	\$8,990.00	10G Port	\$0.00
10441 HIGHWAY 73, CONIFER, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$1,200.00
9449 BARNES AVE, CONIFER, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
26501 BARKLEY RD, CONIFER, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
13304 S US HIGHWAY 285, PINE, CO	100 Mbps	\$900.00	10/100 Mbps Port	\$600.00
13300 W 2ND PL, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
5220 W OHIO AVE, LAKEWOOD, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00
11595 ALLENDALE DR, ARVADA, CO	200 Mbps	\$1,253.00	1000 Mbps Port	\$0.00

Optional Features:

Location (Address, City, State)	Protect Routing MRC (only applies to the locations showing an MRC)	QoS - MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
				MRC	NRC
1829 Denver West Dr, #27, Golden, CO	N/A	\$200.00 - 100 Mbps	N/A	N/A	N/A
809 Quail, Bldg #1, Lakewood, CO	N/A	\$200.00 - 100 Mbps	N/A	N/A	N/A
10441 HIGHWAY 73, CONIFER, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A
9449 BARNES AVE, CONIFER, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A
26501 BARKLEY RD, CONIFER, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A
13304 S US HIGHWAY 285, PINE, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A
13300 W 2ND PL, LAKEWOOD, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A
5220 W OHIO AVE, LAKEWOOD, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A
11595 ALLENDALE DR, ARVADA, CO	N/A	\$10.00 - 5 Mbps	N/A	N/A	N/A

The MRCs above supercede the charges for the subject location(s) previously agreed to in the Underlying Agreement including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Underlying Agreement. Additions to Service must meet the requirements of the Minimum Service Period. If Customer's Agreement does not contain the following language in the Payment section, then the language is hereby incorporated at the end of the Payment section: "Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an amendment to this Agreement."

Any removal of Service or Service components may invoke additional Termination Liability Charges, not Included herein, pursuant to the Underlying Agreement and the applicable Tariff.

Except as amended herein, all other terms and conditions of the Agreement will remain in full force and effect and will apply to this Amendment.

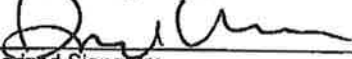
This Amendment will become effective upon the latest signature date below, provided mandatory filing requirements are met. The term of this N116464

**AMENDMENT
TO THE INTRASTATE AGREEMENT FOR
CENTURYLINK METRO ETHERNET SERVICE ("Amendment")**

Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by CenturyLink.

Jefferson County Public Schools R-1



Authorized Signature

Daniel M. McMinimer

Name Typed or Printed

SUPERINTENDENT

Title

4/2/15

Date

Qwest Corporation d/b/a CenturyLink QC



Authorized Signature

Jacob Darter

Name Typed or Printed

Director - Offer Management

Title

4/1/2015

Date

(FOR CENTURYLINK INTERNAL USE ONLY)

FUNDING CONCURRENCE MAY BE REQUIRED PRIOR TO EXECUTION

AQCB Quote No. _____

Date Concurred: _____

SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

CenturyLink and Customer are entering into an Agreement for the provision of certain telecommunications services, equipment or both ("Service"). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or when Customer receives Service.

- 1. EFFECTIVE DATE OF AGREEMENT.** The Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input checked="" type="checkbox"/> Option 2.	The Term will begin on July 1, 2015. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	The Term will begin on the last date on which both parties have signed the Agreement <u>and</u> CenturyLink has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator ("Other Funding Source"). But if CenturyLink receives USAC's Funding Commitment Decision Letter or a commitment from an Other Funding Source before July 1, 2015, the effective date of the Agreement will be July 1, 2015. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
<input type="checkbox"/> Option 4.	The Term will begin on the last date on which both parties have signed the Agreement. Customer affirms that it is not currently requesting Support for Service. The remainder of this Addendum will not apply to the Agreement if Customer selects Option 4. If Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.

If Customer does not indicate an affirmative choice above, CenturyLink will treat the Agreement as if Customer selected Option 4.

- 2. APPLICATIONS FOR SUPPORT.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take the following steps to request Support depending on the source of such funds.

- A. USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by CenturyLink. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
- B. Other Funding Sources.** If desired, Customer will take all necessary steps to request Support from Other Funding Sources. Customer will promptly notify CenturyLink in writing of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to CenturyLink. **Customer will abide by all Other Funding Source rules and obligations for receipt of Support.**

3. RECEIPT OF SUPPORT.

- A. USAC.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from USAC of Customer's Form 486 filing and CenturyLink's receipt of the service worksheet. Upon notification, CenturyLink will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and CenturyLink worksheet delineating the associated accounts. CenturyLink may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. CenturyLink will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
- B. Other Funding Sources.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Service. Upon notification, CenturyLink will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and

corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. CenturyLink may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Service.

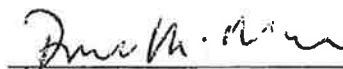
4. FAILURE TO OBTAIN SUPPORT.

- A. If, for any reason other than CenturyLink's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse CenturyLink for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to CenturyLink on Customer's behalf, then Customer will reimburse CenturyLink for these amounts.
- B. While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

5. TITLE TO EQUIPMENT. Any equipment for which Customer is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Agreement, is the property of CenturyLink. Customer neither owns nor will acquire any right of ownership to any such CenturyLink-provided equipment. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the CenturyLink-provided equipment to CenturyLink or will provide CenturyLink access to reclaim such equipment.

6. PRECEDENCE AND INTERPRETATION. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this 24 day of April, 2015


Signature
Denise W. McManus
Print Name
Senior Director
Title