

O Power meter tests show losses not to exceed .4/.35 (1310/1550) dB per kilometer and .1dB per splice. O OTDR results for all fiber optic cabling delivered in written and digital media.

O Cable Manufactures certificate of performance as measured at the factory.

UPN Agrees

2.10 Warranty

2.10.1 System Performance

The Vendor will warranty fiber connectivity to be available 99.99% of the time, to be measured on an annual basis. Defects which may occur as the result of faulty materials or workmanship within the term of the agreement and accepted by the District shall be corrected by the Vendor at no additional cost to the District. The Vendor shall promptly, at no cost to the District, correct or re-perform (including modifications or additions as necessary) any non-conforming or defective work during the term of the agreement of the project of which the work is a part. The period of the Vendor's warranty(ies) for any items herein are not exclusive remedies, and the District has recourse to any warranties of additional scope given by the Vendor to the District and all other remedies available at law or in equity. The Vendor's warranties shall commence with acceptance of/or receipt of final payment. Whichever date occurs first.

If the Vendor procures a lease under the contract, the Vendor shall obtain for the benefit of the District equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by the District or anyone other than employees or agents of the Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Vendor's option. Insurance covering said equipment from damage or loss is to be borne by the Vendor until full acceptance of equipment and services.

All materials, equipment, parts and labor shall be guaranteed for the entire length of the lease following the date of final acceptance by the District. The Vendor shall, upon notification of any malfunction, make the necessary repairs, including labor and materials, at no cost to the District.

UPN warrants fiber connectivity to be available at least 99.99% of the time. Further, UPN warrants the proposed fiber optic MAN system to function as promised throughout the term of the respective Agreement.

2.11 Inspection, Acceptance, and Title

~~Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor unless loss or damage results from negligence by the District. If the services supplied to the District are found to be defective or do not conform to~~

~~the specifications, the District reserves the right to cancel the contract upon written notice to the Vendor and return products at the Vendor's expense based upon the terms of the contract.~~

~~The District shall at all times have access to the work wherever it is in preparation or progress and the Vendor shall provide proper facilities for such access and for inspection.~~

~~The Vendor shall not close up any work until the District has inspected the work provided the District has informed the Vendor of inspections with reasonable advance notice. Should the Vendor close up the work prior to inspection by the District on work that the District has informed the Vendor in advance will be inspected, the Vendor shall uncover the work for inspection by the District at no cost to the District and then recover the work according to the specification contained herein.~~

~~The Vendor shall notify the District in writing at least five (5) working days in advance of when the work will be ready for inspection and the District shall promptly notify the Vendor if an inspection is desired. If the District does not notify the~~

~~Vendor of a desire to inspect the work by the date the work is ready then the Vendor can cover the work. If subsequent to that date the District desires to inspect work the District shall pay all costs to uncover and recover said work. the District will inspect the work as expeditiously as possible after receipt of notification from the Vendor.~~

The District shall at all times have access to the work wherever it is in preparation or progress and the Vendor shall provide proper facilities for such access and for inspection. If the work or results of the work do not conform to the specifications contained herein, the District and the Vendor will work together in good faith to correct any deficiencies to the satisfaction of the District.

Change Per Addendum 3

UPN agrees with items in Section 2.11 as modified by subsequent addendum.

2.12 Price Quotations

~~Price quotations for the lease and/or purchase are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The District will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.~~

Price quotations for a lease are to include the furnishing of all materials, equipment, electronics, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The Vendor should be sure to include reasonable, estimated "make-ready" costs that will potentially be required by pole or right-of-way owners. The District understands that this line item would have to be estimated for the purposes of this response. Therefore, the Vendor must make every reasonable effort to accurately estimate these costs. The response should include a best case and a worse case estimate of these "make-ready" costs if they are not included as part of the total prices in the response. The District will not be liable for any other costs beyond those proposed and awarded. Time and materials quotes will be unacceptable. In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.

Change Per Addendum 3

As discussed above UPN believes any effort by a potential vendor to receive “not-to-exceed” pricing is indicative of inexperience and the District should be wary of potential budget over-runs by that vendor in other facets of the project. Many times these same vendors will look for opportunities to initiate change orders that may otherwise have been included in the Agreement with a more stable vendor to cover these unexpected costs. UPN always provides fixed price turn-key solutions and is able to do so because of our vast experience base in the deployment and operation of fiber optic MANs.

2.13 Price Stability

~~Price(s) shall remain fixed after a contract is executed between the Vendor and the District. No deviations in maintenance, permit fees, labor cost, or any other increase in fixed or variable cost shall be justification to raise rates at a later date for services contemplated in the MAN lease beyond those prices agreed to by the Vendor and the District in the contract.~~

~~If the Vendor chooses to specify estimated “make-ready” costs separately as discussed in 2.12, it is understood by the District that pole and right-of-way owners determine the actual “make-ready” costs once the plans are provided to the pole or right-of-way owner. Once these actual costs are determined and set at a “not to exceed”, other price(s) shall remain fixed after a contract is executed between the Vendor and the District. No deviations in maintenance permit fees, labor cost, or any other increase in fixed or variable cost shall be justification to raise rates at a later date for services contemplated in the MAN lease beyond those prices agreed to by the Vendor and the District in the contract.~~

Change Per Addendum 3**UPN Agree****2.14 Variation in Quantities and Configurations**

Equipment and capacity requirements are the best estimates currently available. The District reserves the right to modify quantity and configuration requirements prior to contract signing provided the Vendor agrees with the changes. The Vendor agrees to lease the District the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

*****Exception*** UPN is providing pricing for a solution as contemplated in this RFP. Consequently any change in scope may or may not influence unit pricing.**

2.15 Project Manager

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work. **UPN Agrees**

2.16 MAN Services Manager

The District shall provide a MAN Services Manager who shall act as a single point of contact for all activities regarding this project. The MAN Services Manager will be responsible for all decisions required of the District and shall coordinate with all departments during installation activities. The MAN Services Manager shall notify the designated District Inspector when inspections are scheduled and shall coordinate the inspection between the Vendor and the District Inspector.

UPN's Project Manager will make contact with the MAN Services Manager and instigate periodic meetings. UPN suggests weekly meetings during construction between the Project Manager and MAN Services Manager as well as other District personnel as the MAN Services Manager deems necessary. Other participants in the weekly planning and coordination meetings can include a facilities representative, a principle's representative for schools for which work will begin during that week and any other affected department representatives.

2.17 Vendor Qualifications

2.17.1 Experience

The selected Vendor shall be fully capable and have previous experience in providing MAN services over fiber optic systems as well as at least 5 years experience with any specified networking equipment, specifically any and all electronic devices providing connectivity for network devices. To ensure the system has continued support, the District will contract only with Vendors having a successful history of sales, installation, service, and support. During the evaluation process, the District may, with full cooperation of the Vendors, visit the Vendors' places of business, observe operations, and inspect records.

UPN Agrees

The Vendor must have a Registered Communications Distribution Designer (RCDD) on staff who will work directly with the Project Manager. The RCDD must have sufficient experience in this type project as to be able to lend adequate technical support to the field forces during installation and operation. Should the RCDD assigned to this project change during the installation; the new RCDD assigned must also submit a resume for review by the District.

If, in the opinion of the District, the RCDD does not possess adequate qualifications to support the project, the District reserves the right to require the Vendor to assign an RCDD whom, in the District's opinion, possesses the necessary skills and experience required of this project.

Exception UPN has personnel available in all areas of expertise related to MAN deployment and operation. UPN personnel have expertise that ranges from outside plant construction to network deployment and provisioning. Over the years UPN has determined that for this application a RCDD is not required and therefore does not have one on staff. UPN will if required hire an outside RCDD but has not included that fee in this response.

2.17.2 References

The District, may with full cooperation of the Vendors, visit client installation to observe equipment

operations and consult with references. Specified visits and discussion shall be arranged through the Vendors; however, Vendor personnel shall not be present during discussions with references. The Vendor must provide a minimum of three (3) reference accounts at which similar work, both in scope and design, have been completed by the Vendor within the last five years.

UPN has included a client list of all or substantially all of it's school district MAN customers and invites the District to contact any and all of them. The most similar project is undoubtedly in Pueblo, CO. The IT Director in Pueblo is Danny Combs. Mr. Comb's assistant's phone number is 719-549-7292. Several other districts are similar in scope and application such as Lincoln, NE and a very recently finished MAN in Westminster, CO.

2.18 Prime Vendor

In the event multiple Vendors submit a joint response to this RFP, a single Vendor shall be identified as the prime vendor. Prime vendor responsibilities shall include performance of overall project administration and serving as a focal point for the District to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at the District meetings, and oversee preparation of reports and presentations. the District shall issue only one (1) check for each consolidated invoice. Prime vendor shall remain responsible for performing tasks associated with installation and implementation of prime vendor's portion of the contract.

UPN Agrees

2.19 Equal Employment Opportunity

In connection with the execution of a contract, the Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or marital status. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, national origin or marital status.

UPN Agrees

2.20 Prevailing Wage Rate and Labor Agreement

Successful Proposer must be in compliance with all State and Federal wage rates.

UPN Agrees

2.21 Compliance with Laws and Regulations

The Vendor's performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the District all fees and charges in connection therewith unless specifically provided

Puyallup School District No. 3 High Bandwidth Intra-District MAN otherwise. In the event of violation, the Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith. Final payment will be withheld until all applicable laws and regulations have been fully met.

2.21.1 Federal Communications Commission

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

2.21.2 Codes, Standards, and Ordinances

All work shall conform to the latest year edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. EIA/TIA Documents shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

2.21.3 Franchises and Pole Attachment Agreements

Vendor shall be solely responsible for city and county franchise agreements and compliance thereof with all required municipalities or county governing bodies. Vendor shall be solely responsible for any pole attachment agreements as required to construct and operate the MAN and compliance thereof with requirements of those agreements. Vendor also shall be required to obtain any and all necessary agreements with the City of Puyallup, the County of Pierce, and any private or public utilities, entities, railroads, etc. as needed to complete the project.

UPN's genesis was as a division of a prominent power company. As such UPN senior management personnel have extensive experience with pole attachment agreements, rules, standards and the like. UPN senior management personnel have assisted in authorship of power company pole attachment agreements as well as setting engineering standards for the same and implementation from both the power company side and the attacher's perspective. UPN has numerous pole attachment agreements and franchises in several states.

2.22 Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The Vendor shall indemnify and hold harmless the District from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on the District because of the Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

UPN Agrees

2.23 Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless the District and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or nonpatented

invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

UPN Agrees

2.24 Indemnification

The Vendor shall indemnify and hold harmless the District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this contract; or by consequence of any negligence (excluding negligence by the District, its agents or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless the District, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the District which may result from the operations and activities under this contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of a contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

UPN Agrees

2.25 Liability and Insurance

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining all necessary insurance as required by the state, county and various local jurisdictions.

UPN Agrees

2.26 Specific Statement of Need

The Vendor will provide, install and configure a fiber optic MAN to connect all District facilities with the IT Center as shown in Exhibit A. The Vendor will provide for all phases of the connectivity process to include cabling and cutover assistance if required.

2.26.1 General Specifications

2.26.1.1 Management Racks/Patch Panels

~~Provide one, wall-mounted fiber distribution panel (FDP) per fiber sheath at each facility capable of terminating 24 fibers related to the MAN plus any fiber optic patch cords required to service any equipment that is part of the MAN. the District will specifically designate the location in the~~

Provide one fiber distribution panel (FDP) per fiber sheath at each facility capable of terminating up to 24 fibers related to the MAN plus any fiber optic patch cords required to service any equipment that is part of the MAN. The District will specifically designate the location in the MDF where the FDP will be mounted.

Change Per Addendum 2

*****Exception*** UPN may terminate less than 24 fibers in some non-hub site locations but will in no case terminate less than 12 fibers. In the diverse option each of two hub sites will have one fiber pair termination from each non-hub site which will enter the hub site building through diverse entrances.**

2.26.1.2 Fiber Optic Cabling

- Install a minimum of a 6 strand single-mode fiber optic cable backbone “daisy chained” between each facility. In the event of a cable break between facilities, a redundant topology should be designed in order to prevent a cable break from taking down the entire ring. All facilities shall be connected with equal weight in a non-diverse fashion. Quotations for a 12 and 24 strand fiber optic non-diverse backbone as well as a fully diverse backbone are encouraged.

Diverse, redundant and dark fiber are not eligible services under Erate qualifications. Therefore UPN is offering a fiber optic MAN that has two separate dedicated GigE links from each facility back to a single hub site. For an additional fee as listed UPN will provide a diverse ring with each edge site owning a dedicated pair of fibers operating at full duplex, 1.0 GigE back to each of two hub sites located on that diverse ring. The two hub sites are 10.0 GigE capable boxes and will have 2 x 10.0 GigE links between them. In addition, for the same fee UPN will dedicate an additional 12 pair on the ring and 3 pair on any lateral to each edge site.

- Ensure all cables meet generally accepted industry standards and specifications.
- Provide OTDR test and forward / reverse power meter results for all fiber optic cabling delivered in written and digital media.

UPN Agrees

2.26.1.3 Terms and Conditions for Maintenance/Repair

- Vendor is responsible for all leased fiber cable maintenance, including locating or relocating of any buried cable.
- Vendor personnel shall respond by phone to begin problem resolution within two (2) hours of initial call by the District during normal business days and four (4) hours otherwise.

- Business Days” are defined as Monday through Friday 7:30 AM – 4:30 PM, excepting generally accepted holidays (to be fully defined during contract negotiations). Otherwise, if a number of hours is listed, it means 24 hours per day, seven days per week, excepting only major holidays (to be fully defined during contract negotiations).
- In all cases, Vendor will notify the District immediately upon repair and resolution.
- Vendor agrees to keep records of all communications with the District
- The District reserves the right to have cable repairs certified by an outside party.
- Service includes parts and labor (on-site if needed) for the full-term of the lease.
- ~~Vendor shall carry insurance on behalf of the District when it's employees are on the District's property or providing services to the District (liability as well as property insurance).~~
- Liability insurance shall be for the full duration of the contract and shall protect the Vendor and the District, their agents, representatives, and employees from claims that may arise out of, or result from, the Vendor's operations on this project. The limits of liability for comprehensive general liability shall be not less than \$1,000,000 combined single limit. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the District. Any deductible provision in liability policy shall be the responsibility of the Vendor.
- Requirements for Vendor's insurance shall apply to the work of the prime Vendor and all subcontractors. Proof of insurance, license & bonding shall be submitted in writing to the District at the time of contract execution.

Change Per Addendum 3

- A problem escalation procedure will be developed between the District and

Vendor

UPN Agrees

2.27 Proposal Preparation and Submission Requirements

Vendors must submit a complete response to this RFP in order to be considered. One original and three copies of each proposal shall be submitted to the District no later than February 5, 2009 at 4:00PM PST per instructions previously covered.

2.27.1 Proposal Preparation

- 2.27.1.1** All proposals must be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to submit all information requested may result in the exclusion of the submitted

proposal from consideration, a lower score in the evaluation of the proposal, or the reviewing parties requesting the missing information.

2.27.1.2 Submitted proposals should be written in a concise simple manner, providing a straightforward solution to the RFP. Vendors should focus upon providing the most cost effective yet technologically sound solution to the District.

2.27.1.3 All submitted data, information prepared for the District in response to this RFP will exclusively belong to the District. The information will be open to public inspection as required by law. Any trade secrets or proprietary information will not be disclosed to the public, however, such information should be brought to the attention of the District with adequate reason for such withholding.

2.27.2 Specific Requirements

Vendors should provide a thorough and as detailed proposal as possible such that the District will have the proper information by which to evaluate responses. Specifically, Vendors are required to submit the following information as a complete proposal: At a minimum, documents should be prepared, labeled and arranged as follows:

- I . C o v e r L e t t e r
- II . Management Summary of Proposal including overview and summary of lease costs
- III . Detailed Scope of Work by Facility and Cost Breakout
- IV . R e f e r e n c e s
- V . Formal Vendor response to Request for Proposal (Response Forms from Section IV of this RFP)
- VI . S i g n a t u r e P a g e
- VII . A d d i t i o n a l V e n d o r A d d e n d a
- VIII List of exceptions to RFP requirements.

UPN Agrees

2.28 Evaluation and Award of Responses

The District may at its discretion and at no fee to the District, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

2.28.1 Right to Reject

The District reserves the right to accept or reject any and all proposals or sections thereof. In addition, the District reserves the right to award without further discussion. The District reserves the right to cancel this RFP, reject submitted proposals or portions of proposals at any time prior to the awarding of the project. The District is not obligated to commit to any products or services as a result of the publication. The District may reject any response not in compliance with this Request for Proposal, and may reject for good cause any or all responses upon a finding of the District it is in the public interest to do so. Therefore, responses should be submitted initially with the most favorable terms that the Vendor could propose

Furthermore, the District may reject all responses should e-rate funding for this project not materialize or if sufficient resources, financial or otherwise are not available.

UPN will place an "Erate Contingency" within any contract if the District so desires. The District should be aware though that any such contingency will likely delay the start of construction on this project and hence the activation date.

2.28.2 Evaluation Criteria

The criteria for selection of the Vendor will entail several specific considerations. The customer reserves the right at any time to request documentation or additional information/clarification on any of the following but not limited to: Vendor qualifications; Vendor understanding of the project scope of work and overall goal; Vendor compliance with specifications detailed in RFP; Vendor's demonstrated ability to perform.

In accordance with RCW 3 9.04.270, the District intends to award the contract to the vendor providing the greatest price to performance value for all services and equipment. Other highly weighted factors contributing to the award

will include:

- a. In-depth understanding and verifiable support to organizations within K-12 providing technology support to school districts.

Fiber optic MAN's are UPN's primary business line and K-12 is UPN's single largest customer segment. Because of this focus UPN understands the significant challenges facing IT /IS staff at schools with respect to MAN operation and effectiveness. UPN gladly shares "best practices" and lessons learned from other districts with it's customers when applicable to enhance the learning experience for students and improve productivity of administrative staff. UPN encourages the District to contact any of UPN's customers to learn more about how UPN "partners" with districts. UPN also has provided a CD as part of this response (mailed under separate cover) with some of UPN's current school district customers testifying as to the positive working relationship they have experienced with UPN. During construction UPN's Project Manager will meet with school principles and schedule times outside normal classroom hours or on weekends so as to minimize disruption to classroom learning.

- b. Vendor, vendors' subcontractors, or vendor representatives must be within reasonable drive time from the Puyallup School District No. 3 sites and be able to respond during design, build, construction, as well as for maintenance, troubleshooting, etc, within a reasonable time.

UPN will have employees on site during construction and operation. During operation UPN will either have local employees or agents available to ensure the requirements of this RFP are met and exceeded.

- c. Demonstrates extensive understanding and delivery of project management and network solutions.

UPN has built and operated several similar projects for more than a decade in 8 states.

- d. Proposed contract Terms & Conditions must be acceptable to the District.

Single vendor proposals are preferred, whether as sole provider or through subcontracting or bundling.

2.28.2.1 Weighted Factor Breakdown

Factor	Weight
Price	40%
Ability to provide networking solution that best meets the defined requirements and positions "District" for the future.	30%
Vendor's prior experience in providing K-12 network solutions	15%
Vendor's available technical support personnel and associated qualifications	10%
Proposal is detailed and complete	5%
Total	100%

2.28.3 Award of Project

The award of the project will be based upon the criteria noted in section 2.28.2 and 2.28.2.1 as well as any oral presentations should they occur. The District will select and award the project to the vendor felt best meeting the evaluation criteria.

2.29 Special Conditions

The Vendor will be required to work around all of the general contractors operations along with any subcontractor operations. The Vendor will be required to accommodate classroom schedules to minimize disruption to classroom instruction.

The District currently has lease agreements with a local telecommunications provider for a 50-1 00Mbps optical fiber connection between the Information Technology Center (ITC) and the Business Office; ITC and Rogers High School; and ITC and Emerald Ridge High School. The Vendor will be required to assist the District with negotiations with the current provider in determining the best use or termination of these existing connections.

The District currently has approximately 12 strands of multi-mode fiber that connect Emerald Ridge High School to

Glacier View Junior High School. The successful vendor **will may** be required to take ownership of this fiber for the life of the lease to provide for maintenance if needed as well as making the necessary arrangements for locates. In addition, the District will likely require installation of 12-strand multimode fiber between Edgemont Jr, High and Hilltop Elementary, rather than a single mode connection from the main MAN backbone.

Change Per Addendum 3

UPN Agrees

2.30 Cancellation

In the event provisions of the RFP are violated by the Vendor, the District may give written notice to the Vendor stating the deficiencies and unless deficiencies **and will request every effort be made to correct them within 5 working days. However, unless deficiencies are corrected within five (5) 15** working days, recommendations will be made to the District for immediate cancellation. The District reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.

Change Per Addendum 3

UPN agrees as amended in addendum and understands the timeline for correction has been extended to fifteen (15) working days.

2.31 Advertising

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of the District.

UPN Agrees

2.32 Billing Cycle

The District's payment cycle is 60 days from receipt of the invoice

UPN Agrees

2.33 Permits and Licenses

The successful vendor shall obtain and shall include in his/her response the cost for all permits and licenses, which may be required to perform the contract.

UPN is providing turn-key solutions with fixed long term pricing.

2.34 Response Signature

A response signature sheet for the responses shall be included as stated above in 2.27.2 and shall be signed with ink as follows or the response will be rejected:

1. In the case of an individual vendor, by such individual vendor.
2. In the case of a partnership, the name of the partnership shall be stated followed by the signature of at least one partner on behalf of the partnership. In addition to such signature, the names of all partners shall be stated on such response signature sheet.
3. In the case of a corporation, the corporation name shall be stated followed by the state of incorporation, the signature of an officer authorized to bind the corporation to a contract, as well as the name and mailing address of the local representative.

[UPN Agrees](#)**2.35 Delayed Response Closing Time / Response Opening**

The time and date set for the response closing and response opening will advance to the same time on the District's next business day in the event that weather or other contingency causes the District to be officially closed at the time and date set for the response closing and response opening [UPN Agrees](#)

2.36 Right to Waive Irregularities

The District reserves the right to waive any irregularity not affecting substantial rights. [UPN Agrees](#)

2.37 Modification Of Response After Award

An offer to modify the response, which is received from the successful vendor after award of contract, which makes the terms of the response more favorable or advantageous to the District, will be considered, and may thereafter be accepted. To be effective, every modification shall be made in writing on company letterhead, signed by an authorized officer. [UPN Agrees](#)

2.38 Contract

All specifications, terms and conditions contained in the RFP shall be incorporated by reference and made a part of a contract awarded to the successful vendor. [UPN Agrees](#)

2.39 Law Of The State Of Washington

Any contract between the District and a vendor shall be entered into within the State of Washington, and the laws of said state, whether substantive or procedural, shall apply to the contract. In addition, the contract shall be subject to the policies and rules adopted by the Board of the District. [UPN Agrees](#)

2.40 Failure To Execute Contract

Failure on the part of the vendor to whom the contract is awarded to execute the contract and to deliver the contract and any required performance bond shall be just cause for cancellation of the award, withdrawal of the contract and forfeiture of the response surety. The forfeited response surety shall become the property of the District, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible vendor, or otherwise, as the District in its discretion may decide. [UPN Agrees](#)

2.41 Notice Of Assignment

There can be no assignment or transfer of any interest in any contract between the District and a vendor without the prior written approval of the District. [UPN Agrees](#)

2.42 Hold Harmless

The successful vendor shall indemnify, hold harmless, and defend the District from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in connection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful vendor's negligence, omissions, activities or services provided pursuant to a contract awarded to such vendor. [UPN Agrees](#)

2.43 Failure To Perform

In the event that the successful vendor fails to perform **as stated in Section II, Item 2.30** under a awarded contract, the successful vendor shall be liable for all costs and damages incurred by the District in procuring and obtaining any similar equipment, article, material or service from other providers, and the contract awarded to the successful vendor shall be in full force and effect to the extent not terminated. The District reserves the right to terminate a contract awarded due to the successful vendor's failure to perform. Termination by the District shall not affect any right, obligation or liability of the successful vendor, which accrued before such termination. In addition to the right to terminate due to the successful vendor's failure to perform, the District reserves all its right and remedies at law and in equity available due to the failure to perform.

Change Per Addendum 3

[UPN Agrees](#)

2.44 Severability

The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. [UPN Agrees](#)

2.45 Waiver

The failure of the District to enforce any provision of a resultant contract shall not constitute a waiver by the District of that or any other provision. [UPN Agrees](#)

2.46 Force Majeure

The successful vendor shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which was beyond the successful vendor's reasonable control.

[See UPN template Agreement for Force Majeure language.](#)

2.47 Breach Of Contract

In the event that the successful vendor breaches a term or condition of a contract awarded **as stated in Section II, Item 2.30**, the District may terminate the contract. In addition to the right to terminate due to the successful vendor's breach, and all other rights and remedies contained by other provisions, the District reserves all its rights and remedies at law and in equity available due to the breach, including but not limited to the recovery from the successful vendor of any damages, costs, expenses and attorney fees (including attorney fees on appeal) arising out, or as a result of a breach.

In the event that the District breaches a term or condition of a contract awarded, the successful vendor's remedy shall be limited to termination of the contract and receipt of payment by the District for any equipment, article, material or service provided by the successful vendor pursuant to the contract prior to the termination date.

Change Per Addendum 3

*****Exception*** Due to the significant amount of capital that will be invested in materials and workmanship by UPN, breach of a term of condition by the District has been addressed in the UPN WAN Agreement.**

SECTION III

TECHNICAL SPECIFICATIONS

1.0 General Requirements

- 1.1 ~~Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be wall mounted in the building designated MDF closet. Each set of strands connected in a separate sheath shall have a minimum of a 24 port, wall mounted fiber distribution panel. The interface will be provided as 1000Mbps fast Ethernet. Each "channel" will support full duplex transmission at 1000Mbps at an independent interface.~~

~~Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be mounted in the designated MDF closet or as determined by the District. Each set of strands connected in a separate sheath shall have a minimum of a 24 port, wall mounted fiber distribution panel. The interface will be provided as 1000Mbps fast Ethernet. Each "channel" will support full duplex transmission at 1000Mbps at an independent interface.~~

Change per Addendum 2.

Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be mounted in the designated MDF closet or as determined by the District. Each set of strands connected in a separate sheath shall have a minimum of a 24-port, wall- or rack-mounted fiber distribution panel. The interface will be provided as 1000Mbps (Gb Ethernet).

Change per Addendum 3.

UPN will provide a 12 port wall or rack mounted (discretion of the District) to each MDF with the

exception of the "hub" sites where larger rack mount fiber distribution panels of adequate size will be located.

- 1.2 The proposed network will be capable of transparently transporting all aspects of Ethernet LAN protocols from demarc to demarc. UPN agrees and has priced out the solution listed with Cisco electronics equipment.
- 1.3 Backbone bandwidth will be sufficient to simultaneously support non-blocked / zero packet drop transmission from all sites at full interface speed Full Duplex of at least 1000 Mbps. Demarcation of Vendor's network will be a clear and well-defined physical interface and be located at the site's Main Distribution Facility as identified by the District designated person. UPN is providing solution alternatives for 2 x 1.0Gbps full duplex links back to the hub site(s) from each location. Demarcation will be at the selected port on the MAN equipment that is used to provide connectivity to the LAN equipment.
- 1.4 Equipment will be mountable in industry-standard rack facilities. UPN Agrees
- 1.5 Installation, maintenance and repair of all equipment necessary to meet the requirements of this RFP shall be the sole responsibility of the vendor. UPN Agrees
- 1.6 Proposals should indicate the feasibility of redundant fiber paths within the network.

Redundant or diverse fiber are not Erate Eligible Services. Therefore UPN is offering a two gigabit solution (one gigabit during emergency operation) in a full duplex non-redundant format as a base case. As an alternate case, UPN has provided an option for redundant routes back to two hub sites for each school. Each redundant route will have a full duplex 1.0Gbps link. 100% route diversity has not been provided under this option for some of the outlying schools as can be seen by the maps provided as part of this response. 100% fiber redundancy has been provided for all facilities under this option. UPN believes that the diversity and redundancy provided under this option offers the best incremental protection for the District's data needs. Further, to provide virtual unlimited bandwidth opportunity to the District UPN has included dark fiber in the diverse option; 12 dark fiber pairs on the ring and 6 dark fibers on the laterals to be used in any way the District desires as long as it is non-competitive with UPN business. In addition to the two hub sites, UPN has provisioned (under the diverse option) for dual 10.0Gbps links between the hub sites with fiber optic cable for these dual links running around opposite sides of the fiber ring for added protection. One hub site will be the District's Information Technology Center and the other will be chosen at the discretion of the District. In order to comply with Erate rules two Agreements will need to be executed in the case that the diverse option is chosen, one Agreement for Erate eligible items and one for the diverse option "add-on" items.

- 1.7 Termination **and handoff to the District** shall be in **the form of** one RJ-45 or GBIC port with hardware providing layer 2 or 3 Ethernet service with the ability to connect at standard Ethernet rates of 1000Mbps or as may be required by the site.

Change Per Addendum 3

UPN Agrees

- 1.8 Vendor shall provide any necessary backboard/rack mount materials and electronics for routing and termination, including any fiber switches and premise equipment needed to hand off an RJ-45 or GBIC

~~1.9 Network equipment shall be capable of properly routing VLAN tunnels, quality of service (QoS), H.323/SIP, G.729 compression and so forth, between the district's existing active electronics.~~

Change Per Addendum 3

1.10 Proposal will include dimensional and environmental requirements of equipment selected for installation at "District" sites. UPN will work with the District to find the best dimensional and environmental solution at each location. Because UPN works with numerous school districts it is recognized that space can sometimes be at a premium. UPN is accustomed to placing equipment in locations that range from fully functional data centers to locations with very little environmental adequacy such as janitorial closets. UPN does require minimal physical security such as the ability to have a locked door.

1.11 Equipment is to remain the property of the Vendor and be maintained at current hardware and software levels throughout the term of contract. UPN Agrees

1.12 Vendor will maintain 24/7 performance and fault monitoring of network without intrusion or interception of customer data; ~~or provide access to the District to monitor using standard SNMP or similar monitoring protocols.~~

Change Per Addendum 3

UPN monitors with SolarWinds which can be enabled to allow District personnel to receive the same reports and alarms on a real time (phone or email) basis that UPN NOC personnel will receive. Customized reports and alarms can be set up for PSD personnel if desired.

1.13 Access to said performance and fault monitoring data will be provided to the District in an easily interpreted format; preferably provided graphically via a secure web site. UPN Agrees

1.14 Trouble reporting must be available 24/7 and response commitments and escalation procedures must be explained including a written calling tree. UPN has provided an SLA that has an escalation list going all the way up to UPN's CEO as part of this response.

1.15 ~~Vendors are encouraged to seek routes that allow for the maximum amount of diverse routing for the MAN backbone. The District prefers the physical design of any proposed network to be a multiple strand ring topology. The Vendor will identify routes available and work with the District to choose the route. Keeping in mind the preferred topology is the ring, radials may be appropriate in some circumstances. However, other topology designs are encouraged and welcomed.~~

~~Vendors are encouraged to seek fiber routes that allow for the maximum amount of efficiency and redundancy for the lowest possible price for a fiber optic MAN. The District prefers the physical design of any proposed network to be a multiple strand ring topology. The Vendor will identify routes available and work with the District to choose the route. Keeping in mind the preferred topology is the ring, radials may be appropriate in some circumstances. However, other topology designs are encouraged and welcomed.~~

Changed per Addendum 2.

UPN has provided a fully redundant fiber route option with significant route and equipment diversity. As provided for in this response diversity means completely different fiber routes and paths separated by no less than 20 feet. Redundancy means two separate physical paths that have no minimum separation. In the extreme redundancy can mean two fiber pairs in the same cable

sheath.

1.16 The Vendor should identify routes for installation of the fiber optic cable. This step may include measuring distances between sites, if necessary. Refer to item 4.1 above for more details.

UPN has provided maps of proposed routes. Actual routes may change based on final engineering and permitting provided they don't diminish UPN's ability to meet the requirements of this RFP and subsequent Agreement and do not cost the District any additional monies.

1.17 The Vendor should generate a GIS map(s) with the fiber optic cable identified by proposed ring or radial. UPN Agrees

1.18 The MAN shall be constructed primarily for District use and shall consist of standard SMF-28 (or equivalent) armored fiber optic cable. **The vendor may also include a pricing option for non-armored fiber optic cable, with rational and pros/cons for why the District should or should not select either type.** Fiber optic cable will have maximum dB loss values of .4 (1310 wavelength) and .35 (1550 wavelength) per fiber kilometer. Splices shall have maximum dB loss of .1 per splice. Fiber leaving a building to two separate destinations shall be separated into two separate fiber sheaths leaving the property line at a physical distance of no less than 30 feet. Vendors will provide lease pricing that includes building entry into all District facilities.

Change Per Addendum 3

UPN has provided a hybrid solution of which some fiber is armored and some is all dielectric. UPN's standard construction practices which have been proven over the years generally call for armored cable when placed aerially and all dielectric when placed underground. The reason all dielectric functions well in the underground applications is because UPN always places underground fiber in conduit and it is therefore physically protected by the conduit in a similar and likely superior manor to what the armor would accomplish. UPN also places all dielectric cable as a final link into each school building where feasible to prevent an ingress route for potentially disruptive stray electrical activity and lightning. This practice also provides an added safety feature against shock or electrocution for personnel that come in contact with the fiber optic cable entering the building from outside each facility.

2.0 Sites See Exhibit A Puyallup School District No. 3.

2.1 Vendor will propose a solution for connection of all sites to the District's Information Technology Center
2.2 District may, at its sole discretion, select none, one, or any combination of sites for connection.

2.3 Solution must be compatible with existing District network. The District must retain routing control of traffic between "channels".

UPN is willing to work with the District to accomplish this task and simultaneously reduce overall project cost. UPN will allow the district to have full and unfettered access to those UPN switches and routers dedicated to District MAN function OR UPN will allow the District to use it's own switches and routers as the District chooses and reduce the prices to the District listed in this RFP response by actual cost plus 21% for each District switch/router used in lieu of a UPN switch/router. To comply with Erate rules on eligible services UPN will still be required to provide GBIC modules. By doing this at least three

items are accomplished that further enhance the MAN from the District's perspective:

- 1) Reduced Price
- 2) Less Equipment Means Less Failure Points And Fewer Hops For Latency
- 3) Maximum Control Available For District That Still Complies With Erate Rules

2.4 Physical and logical topologies are to be explained in the proposal. UPN Agrees

3.0 Other related K-12 Network Solutions Criteria

3.1 Vendor must have proven track record of providing networking solutions to organizations serving K- 12 with technology solutions, development and delivery. Three (3) K-12 references comparable to size and complexity of PSD are to be provided as specified in item 2.17.2.

UPN has provided a reference list as part of this response and encourages PSD to contact any of UPN's current MAN/WAN customers.

3.3 All Vendor staff assigned to provide services to the District pursuant to this RFP shall be fully qualified to perform such work.

Because UPN has such an emphasis on the K-12 MAN solutions the District can be assured of a successful and superior MAN experience from UPN.

3.4 Vendor must demonstrate a proven track record of project management expertise.

UPN has approximately 50 school district customers and has built all or substantially all of their MAN networks. UPN invites PSD to contact any of these districts to get feedback on UPN' capabilities and expertise in project management.

3.5 Vendor must be able to fully implement any recommended network solutions.

UPN will have local expertise that will have the ability to make on the spot decisions required to keep the MAN implementation online and on schedule.

UPN's local project manager will also have the ability to draw on UPN's significant knowledge base throughout the corporation.

4.0 Additional Information

4.1 *The District has done a preliminary study to determine the approximate cost of construction and ownership of a dark fiber network. This study resulted in the accumulation of a large amount of valuable data which should be extremely helpful in preparing your response to this proposal. This study data is located at Exhibit C, starting on page 26.*

4.2 Proposal must include pricing for non-recurring (one-time capital) and monthly lease costs thereafter. 4.3 Proposal should include more than one payment schedule, selectable at the District's option.

4.4 Vendors must provide company history and proof of financial stability.

4.4 Pricing is to include facility and equipment installation and lease of equipment; and support and

4.5 No additional money will be allocated after contract execution for lack of information in providing a complete working system for all systems as outlined. If there are costs that are required to meet this RFP's terms and conditions, or to meet technical specifications that have not been addressed, please explain in detail the additional components and costs to provide a complete MAN system as proposed. All piece parts are to be included. If there are any missing items, please include with costs in your proposal.

4.6 Vendors must provide company history and proof of financial stability.

UPN Agrees

**SECTION IV See Pricing Tab
PROPOSAL RESPONSE**

MAN Services Response Form

Annual Lease Rates

6 Strand Ten Year Lease	\$
12 Strand Ten Year Lease	\$
24 Strand Ten Year Lease	\$

Upfront Capital Costs

6 Strand Upfront Capital Costs (if applicable)	\$
12 Strand Upfront Capital Costs (if applicable)	\$
24 Strand Upfront Capital Costs (if applicable)	\$

Other Financing Options (Optional)

Please list other financing options available, such as a lease-to-buy contract and a 10 year lease paid up front.

Lease rates include full turnkey MAN system to include all material, labor, electronic equipment, FDP's, patch cords, maintenance contracts for electronic equipment, fiber optic patch cords, fiber optic cable and associated hardware and all miscellaneous parts, pieces and labor to accomplish lease of an active MAN system as described in this RFP. Ethernet electronics shall only be included as an extra option for this RFP.

Unit Pricing For Optional Lease Items

Option

Annual Lease Price

Gigabit Ethernet Equipment

\$

Additional Items (List Items)

\$

Required Vendor Attachments to RFP Response

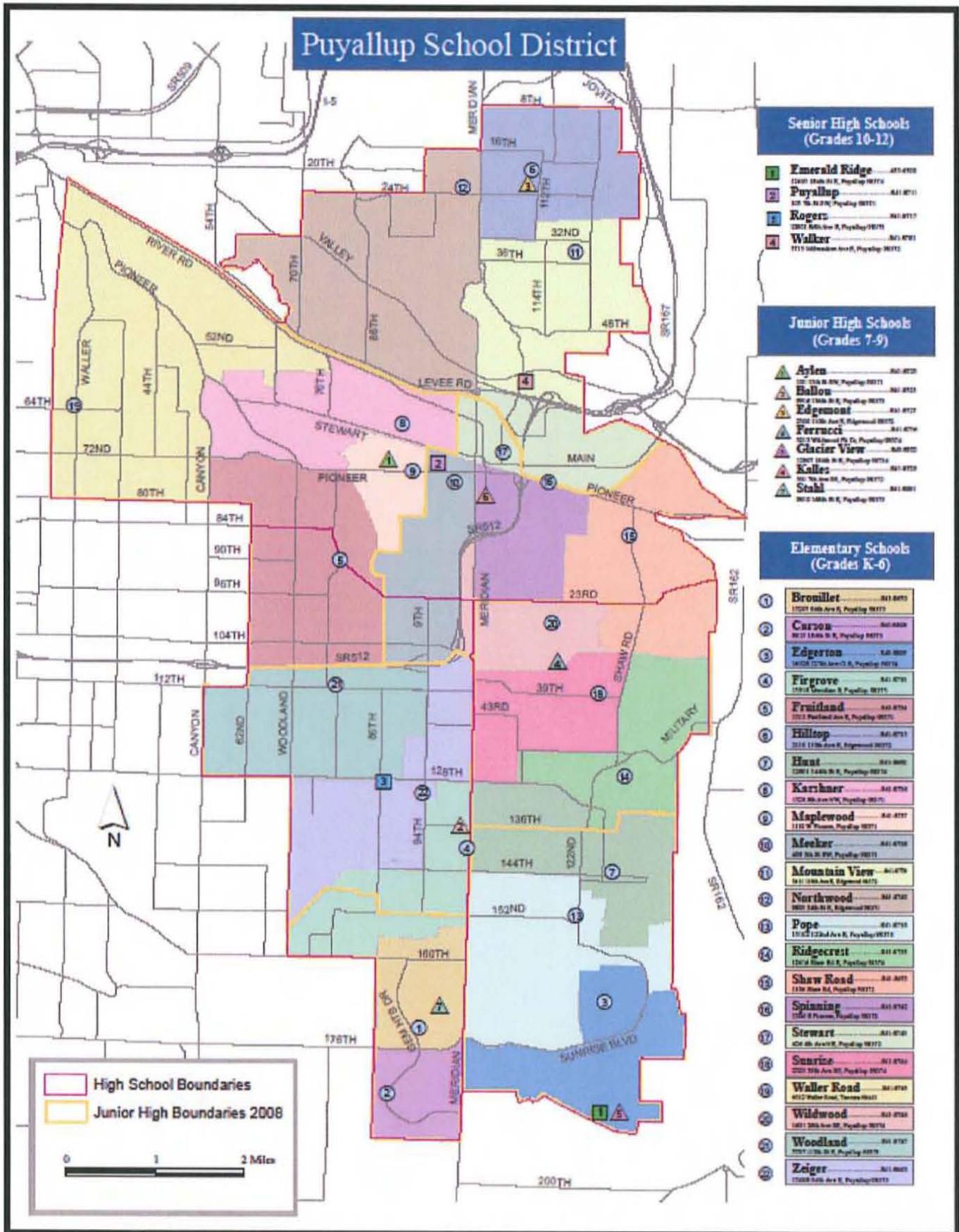
- ~~1. MAN Services Manager's Certificates. Deleted Per Addendum 1~~
2. Engineer Certificate(s).
3. Samples of Warranty Certificates on all work.
4. Certificates of insurance covering Workers Compensation, Employer's Liability and General Liability
5. Digital Media of Proposal (with company name on label).
6. Scope of Work to be performed.
7. In-depth description of leasing terms. Include a copy of sample lease agreements.
8. Proposed schedule of work, listing start and completion timeframe for key milestones, as well as any phases showing differing completion timeframes for various buildings or areas. Timeframes should indicate relative project completion times and not focus on specific dates. Specific dates will be fully defined during contract negotiations.
9. General diagram of proposed system showing fiber routing on District property
10. List of exceptions to RFP requirements.

Puyallup School District No. 3 EXHIBIT A

District/Schools	Address	City	State	Zip
Information Technology Center	1501 39 th Ave. S.W.	Puyallup	WA	98373
District Offices				
Business Office	109 E. Pioneer	Puyallup	WA	98371
Facilities & Transportation Dept	323 12 th St NW	Puyallup	WA	98371
Special Services & Programs	214 W. Main	Puyallup	WA	98371
Elementary Schools				
Brouillet Elementary	17207 – 94 th Ave. E	Puyallup	WA	98375
Carson Elementary	8615 - 184 th St. E	Puyallup	WA	98375
Edgerton Elementary	16528 - 127 th Ave. Ct E	Puyallup	WA	98374
Firgrove Elementary	13918 Meridian S.	Puyallup	WA	98373
Fruitland Elementary	1515 Fruitland Ave.	Puyallup	WA	98371
Hilltop Elementary ¹	2110 – 110 th Ave. E	Edgewood	WA	98372
Hunt Elementary	12801 – 144 th St. E	Puyallup	WA	98374
Karshner Elementary	1328 – 8 th Ave. NW	Puyallup	WA	98371
Maplewood Elementary	1110 W. Pioneer	Puyallup	WA	98371
Meeker Elementary	409 – 5 th St. SW	Puyallup	WA	98371
Mt. View Elementary	3411 – 119 th Ave. E	Edgewood	WA	98372
Northwood Elementary	9805 – 24 th St. E	Edgewood	WA	98371
Pope Elementary	15102 – 122 nd Ave. E	Puyallup	WA	98374
Quest Elementary	428 – 11 th St. SW	Puyallup	WA	98371
Ridgecrest Elementary	12616 Shaw Rd. E	Puyallup	WA	98374
Shaw Road Elementary	1106 Shaw Rd.	Puyallup	WA	98372
Spinning Elementary	1306 E. Pioneer	Puyallup	WA	98372
Stewart Elementary	426 4 th Ave. NE	Puyallup	WA	98372
Sunrise Elementary	2323 – 39 th Ave. SE	Puyallup	WA	98374
Waller Road Elementary	6312 Waller Rd.	Tacoma	WA	98443
Wildwood Elementary	1601 – 26 th Ave. SE	Puyallup	WA	98374
Woodland Elementary	7707 – 112 th St. E	Puyallup	WA	98373
Zeiger Elementary	13008 – 94 th Ave. E	Puyallup	WA	98373
Junior High Schools				
Aylen Junior High	101-15 th St. SW	Puyallup	WA	98371
Ballou Junior High	9916 – 136 th St. E	Puyallup	WA	98373
Edgemont Junior High	2300 – 110 th Ave. E	Edgewood	WA	98372
Ferrucci Junior High	3213 Wildwood Pk. Dr.	Puyallup	WA	98374
Glacier View Junior High ²	12807 – 184 th St. E	Puyallup	WA	98374
Kalles Junior High	515 – 3 rd St. SE	Puyallup	WA	98372
Stahl Junior High	9610 – 168 th St. E	Puyallup	WA	98373
High Schools				
Emerald Ridge High School	12405 – 184 th St. E	Puyallup	WA	98374
Puyallup High School	105 - 7 th St. SW	Puyallup	WA	98371
Rogers High School	12801 – 86 th Ave. E	Puyallup	WA	98373
Walker High School	5715 Milwaukee Ave. E	Puyallup	WA	98372

¹ Will not need own separate connection, this building is on same campus adjacent to Edgemont Jr High School, across the parking lot

2 Will not need own separate connection, is on same campus adjacent to Emerald Ridge High School



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**Pricing Matrix For Puyallup School District #3 Fiber Optic MAN
Cisco Equipment**

Base Case (Non-diverse, single hub and 2.0 Gps)

Term	Capital Upfront	Post Erate	Annual Lease	Post Erate
5 Year	\$ 4,890,412	\$ 2,640,822	\$ 469,920	\$ 253,757
10 Year	\$ 6,451,013	\$ 3,483,547	\$ 280,500	\$ 151,470
15 Year ¹	\$ 7,550,099	\$ 4,077,053	\$ 236,041	\$ 127,462

Add-on Contract (Diverse Routes, Dual Hubs and Dark Fiber)²

Term	Capital Upfront	Post Erate³	Annual Lease	Post Erate³
5 Year	\$ 485,687	\$ 485,687	\$ 28,873	\$ 28,873
10 Year	\$ 301,125	\$ 301,125	\$ 21,398	\$ 21,398
15 Year ¹	\$ 162,271	\$ 162,271	\$ 14,970	\$ 14,970

Total With Add-On Contract

Term	Capital Upfront	Post Erate⁴	Annual Lease	Post Erate⁴
5 Year	\$ 5,376,099	\$ 3,126,509	\$ 498,793	\$ 282,630
10 Year	\$ 6,752,138	\$ 3,784,672	\$ 301,898	\$ 172,868
15 Year ¹	\$ 7,712,370	\$ 4,239,324	\$ 251,011	\$ 142,432

Notes

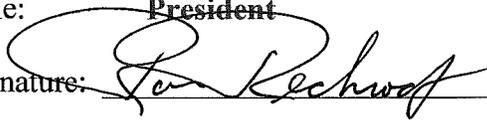
- District may elect to extend at the end of 15 years at District's sole discretion for two additional 5 year terms with annual escalator of 5%.
- Includes 24 dark fiber on ring, 6 dark fiber on laterals. Additional dark fiber available at \$50 per pair per month subject to availability.
- Diverse and redundant routes are not Erate eligible. Dark fiber is not Erate eligible.
- Assumed Erate reimbursement of 46% based on 2007 reimbursement percentage.

RESPONSE SIGNATURE SHEET

We offer to furnish to the District the products, services, and equipment requested in accordance with the specifications described herein:

Proposer: **United Private Networks LLC**
Address: **950 West Highway 92, Suite 203**
City: **Kearney**
State: **Missouri**
Zip Code: **64060**
Telephone: **816-903-9400**

Name: **Ron Reckrodt**
Title: **President**

Signature:  _____

Officers

Kevin Anderson
Chief Executive Officer

Ron Reckrodt
President

Dennis Devoy
Chief Financial Officer

Jeff Ingram
Executive Vice President

Puyallup School District #3

Scope of Work

Scope of Work Includes:

1. Electronics
2. Fiber
3. Building Entries
4. Project Timeline
5. Support Systems
6. Project Plan

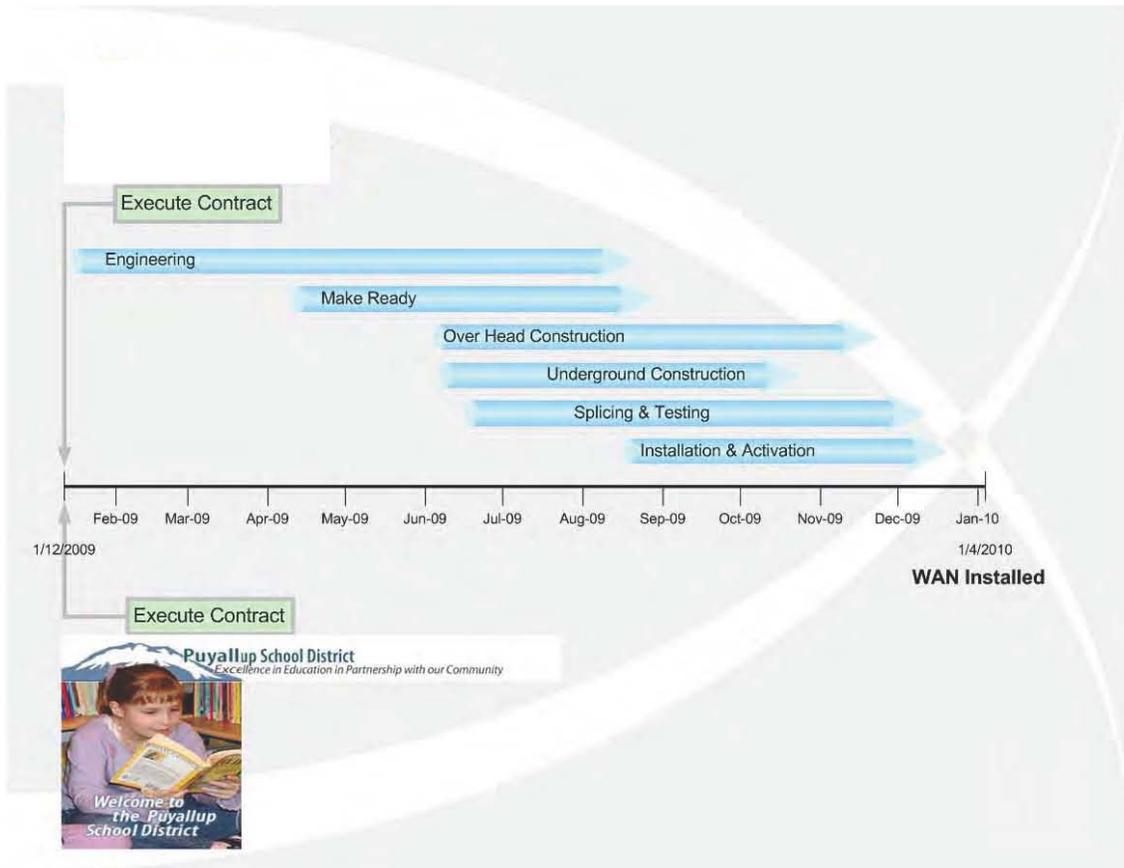
1. Electronics

Unite Private Networks, (UPN), proposal provides layer 2/3 switch / router connectivity. Specifically UPN will provide a “2 Hub, Homerun Fiber” configuration using Cisco 2960 equipment at each school location and Cisco 6509 equipment at 2 hub locations. This configuration allows for bandwidth over dedicated fibers without concern of oversubscription as can be experienced on a managed service type MAN normally provided by the local cable or traditional telecom provider. While specific details will be worked out with the Technology Department, UPN plans on providing 2Gbps connectivity per site via 2 homerun fibers to each hub from each school site. The Cisco 2960 equipment has 4 @ 10/100/1000 ports (optical or copper), (2 ports for MAN/MAN connections and 2 ports for MAN/LAN connections) as well as 24 @ 10/100 ports. **(See the Logical Drawing below).**

This proposal includes UPN provided Cisco equipment at each District site. **UPN will work with the District to revise total costs appropriately if the District chooses to provide some of the equipment.**

Additionally UPN will provide an option of using MRV layer 2 switches in place of the Cisco equipment. This option provides some additional networking benefits as well as improved pricing over the Cisco equipment. UPN has used the MRV in several networks and is very comfortable with the reliability and performance of the equipment.

All of the above equipment is capable of transporting ALL Ethernet based protocols.



2. Fiber

UPN will provide single mode fiber optic cable (SMF-28). There will be 12 fibers terminated into each location with 4 lit (2 to each hub) and 4 additional fibers terminated as backup spares and 4 additional fibers terminated to allow for future expandability provided in this proposal. Preliminary routes have already been identified and an initial engineering drive out has been completed. There are approximately **30.14** miles of aerial construction and **7.76** miles of underground construction required to connect all 39 facilities. Routes and pole attachment and make-ready costs are subject to change **with no impact in cost to the District** based on operational needs after final route engineering is completed.

UPN has extensive experience working with utilities to place fiber both in rights of way and on existing poles. UPN Senior Management has extensive experience in the power utility and telecommunications businesses. Through this experience we have both authored and implemented pole attachment agreements with numerous communications companies. UPN also owns and operates fiber optic cable MAN's in five states and has numerous pole attachment agreements with various pole owners.

3. Building Entries

Construction of building entries are typically located near other utilities and communications entries to the extent possible. UPN building entries are engineered with OFNR rated cable or with standard fiber in EMT conduit to comply with National Electric Code guidelines.

UPN has targeted locations for building entries at or near existing utility entrances. UPN will use existing conduit the school district has for building entries where available or will construct new conduit into the building where required. UPN will place aerial building entries where other utilities also enter buildings in an aerial fashion. UPN will work with the School District and each individual school's building and grounds staff to determine the optimal building entrance location during the field engineering phase of the project.

UPN will coordinate with the district to determine if performing work after hours, weekends and holidays inside of the school buildings is needed to avoid disruption of classroom instruction.

4. Project Timeline

Project timing will be contingent on final contract language with respect to Erate funding if desired. UPN is willing to provide for an Erate FCDL contingency if desired. If no Erate contingency is placed in the agreement for services UPN plans for MAN connectivity up and running in 180 days from the final contract signature date and receipt of subsequent permits.

After contract award UPN's Project Manager will meet with a district representative to delineate an appropriate project timeline based on the school districts needs. UPN will endeavor to provide service to those locations identified by the school district as a high priority first, with the understanding that some locations may require significant construction to reach. Specific timing milestones will be developed with the high priority sites in mind.

UPN prefers to have weekly meetings with the district representative(s) after construction has begun to facilitate smooth transition to the new MAN system. Weekly meetings often include the UPN Project Manager, the District Network Services Manager, the District "Facilities" representative and others from the district.

5. Support Systems

Maintenance schedules are developed based on the complexity of the Network and associated installed equipment. UPN utilizes remote network monitoring and management software to evaluate the equipment to determine if it is functioning

properly and within the manufacturer's specifications. This capability allows the technician to optimize the equipment and software from virtually anywhere on the network and from outside the network via the internet and as a last resort a telephone line.

The problem resolution procedures are developed specifically for each individual customer based on the Level of Service requirements as agreed to in the contract.

General commitments are for phone support upon discovery or notification of the problem, with the technician utilizing remote troubleshooting via the internet to either resolve the conflict or determine if a field service technical response is required. Phone support time frame is within 2 hours of notification during normal business hours and 4 hours otherwise.

If a field service technician is required, UPN intends to place a technician in the Puyallup area after the contract is awarded to us. The field service technician typically has enough spare parts inventory to implement 2 full equipment change outs at a minimum. If there is a need for a piece of equipment not in the technician's inventory UPN has specific contracts in place with our equipment Vendors and distributors to ship replacement parts in 24 hours via FedEx if ordered before 5:00 PM. Generally if it is an equipment malfunction and a part is not immediately available in the Field Service Technicians inventory there are workaround scenarios that can be implemented that may provide a reduced level of service until a replacement part is delivered. Field service response time is within 4 hours after notification by the phone support technician.

UPN performs an annual end to end test of the UPN installed Network equipment to ensure it is functioning properly and within the manufacturers specifications.

Outside plant failures are treated on an individual case basis due to the complexity and multiple non-UPN controlled factors (storms, pole damage, cable cuts, accidents) there is no simple method to resolution for all situations. UPN recognizes this situation and will enter into repair and maintenance contracts with Outside Plant ("OSP") contractors in the local area with a 4 hour response time incorporated into the contracts. UPN availability of MAN services to existing customers exceeds 99.99% up time. Most UPN customers experience 100% uptime each year.

6. Project Plan

UPN will be sending out a Request For Quote("RFQ") to at least 3 regional outside plant field engineering and design firms.

UPN will be sending out a RFQ for aerial and underground OSP construction services to multiple contractors throughout the Puyallup area and the Midwest. **UPN has a large contingency of contractors that it can draw upon from previous relationships and successfully completed projects.** UPN anticipates no difficulty in

obtaining a sufficient number of qualified contractors to help complete this project on time.

Securing access for UPN to utilize the ROW in from the city and county (if needed) where outside plant will need to be constructed is the first step for field engineering process. This process will take approximately 4 -8 weeks depending on the requirements of each individual entity. If there are no significant impediments to UPN obtaining the ROW agreements, most entities will provide their process for obtaining permits and any ordinances related to their requirements for outside plant construction before the Agreement is finalized.

Additionally UPN will have to obtain pole attachment agreements to attach to poles that will be utilized in the fiber deployment plan. Unite does not anticipate any delay completing this transaction within 60 days from the final contract signature with the school district. These agreements include a section outlining “make ready” requirements for attaching to the poles. A secondary pole attachment agreement with the local phone service provider may be required in some areas; if not, a contract for make ready services may be required. Generally it is not required to have a pole attachment agreement with a CATV company, but there may be a need to a have a contract for make ready services.

UPN will proceed with the field engineering and design process when the OSP requirements have been obtained from the city, county and pole owners. This process will include obtaining all of the information regarding distance, location, running line, proposed vault placement, locations of streets, driveways, sidewalks and any significant obstructions for the underground construction.

The aerial construction will require all of the information regarding distance, location, running line, locations of the poles with measurements taken to determine the attachment height of existing utilities, the proposed UPN attachment height and noting any make ready work that will need to be completed to enable UPN to attach to the pole. Measurements will be taken at streets and driveways to ensure UPN’s facilities comply with NESC and any local ordinances in place.

When the field engineering information is gathered and processed by the engineering company, the fiber design, bill of materials and splicing documentation drawings will be prepared and submitted to the customer for review and sign off.

After the customer has signed off on the design plan for the OSP fiber network, the materials will be ordered and delivered to UPN at a staging site located in the project area. UPN has had several conversations with its vendors and suppliers and they have indicated that delivery times are in the normal 3-4 week timeframe that we have had for the last 12 months and they do not anticipate in significant delays for foreseeable future.

UPN will submit applications for permits to the city and county if required; concurrently UPN will submit pole attachment applications to the pole owners. Part of the pole application process for aerial construction work includes the make ready review, engineering and performance phases. Depending on the required work, any of the previously attached utility owners may be called upon to do some level of rearrangement work at various locations to ensure UPN's facilities will be in compliance with the NESC and local ordinances.

The make ready process can take from 30 to 180 days depending on the willingness of the attached utilities to perform the work in a timely manner. UPN has been very successful in obtaining temporary attachment work-around privileges on poles with non life threatening infractions during the Make ready performance phase, but some utilities do not allow work-around solutions to be utilized and UPN may be required to wait until all of the make ready work is completed.

When permits have been issued by the various permitting entities the underground OSP, aerial OSP and building entrance work will commence. The aerial, underground and building entrance work may be performed either concurrently or independently due to the complexity of the project and/ or various site conditions. When the OSP infrastructure has been completed (creating a non-stop pathway between the end site and the nearest fiber optic backbone access location) the fiber cable will be installed. The fiber cable will then be spliced and tested. The end point user equipment will be installed and tested back to the core sites (Hub 1 and 2) and from core sites (Hub 1 and 2) to the end point user location to ensure the integrity and ability of the completed fiber link to deliver the intended services.

UPN will manage all day to day aspects of the project with a Project Manager assigned to this project. All contractors for engineering, OSP construction and splicing will report to the Project Manager daily. All equipment installation and testing will be performed by UPN staff reporting to the Project Manager. A weekly progress report will be provided by the Project Manager to the school district as part of the weekly meeting.

UPN has designed the overall plan so that the customer will be included in the final end to end testing as part of the training process outlining the network capabilities.

Unite Private Networks, LLC and Unite Private Networks Illinois, LLC
Summary Balance Sheet

	31-Dec-08
ASSETS	
Current Assets	
Checking/Savings	
101500 · Kearney Commerical Bank	467,627.58
101540 · Cash - Heartland Bank	11,220.29
101550 · Cash - Bank Midwest	835.49
101560 · Cash - UMB	47,159.50
Total Checking/Savings	526,842.86
Accounts Receivable	
111000 · Customer Receivables	223,420.94
111102 · Use tax receivable	15,485.33
111106 · AR - Network Construction Serv.	15,487.79
Total Accounts Receivable	254,394.06
Other Current Assets	
133000 · Prepays	
133010 · Prepaid Pole Rental	10,096.63
133011 · Prepaid Insurance	4,302.94
133012 · Prepaid Electronics Support Ser	13,488.79
Total 133000 · Prepays	27,888.36
140000 · Inventory	-
140001 · KC Contractor Inventory	63,348.73
140002 · Lincoln Inventory	136,437.86
140003 · Pueblo Inventory	30,630.25
140004 · Kearney Inventory	125,578.64
Total 140000 · Inventory	355,995.48
150000 · Construction Work in Process	89,651.13
Total Other Current Assets	473,534.97
Total Current Assets	1,254,771.89
Total Fixed Assets	15,939,631.91
Note Receivable - NCS	49,580.44
TOTAL ASSETS	17,243,984.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 · Accounts Payable	589,894.32
Total Accounts Payable	589,894.32
Other Current Liabilities	
205150 · Accrued Payroll	44,474.44
205163 · Accrued Cafeteria Plan	4,229.87
205170 · Accrued Use Tax	9,238.73
205176 · Nebraska Universal Service Fund	18,237.91
205450 · Accrued Property Tax	14,634.34
220001 · Sales Tax Payable	8,028.06
240000 · Accrued Interest - UMB Loan	21,700.00
Total Other Current Liabilities	120,543.35
Total Current Liabilities	710,437.67
Long Term Liabilities	
250052 · N/P UMB Fixed Term	6,000,000.00
250053 · N/P - UMB Line of Credit	3,000,000.00
Total Long Term Liabilities	9,000,000.00
Total Liabilities	9,710,437.67
Equity	
270010 · Shareholder Distributions	(251,084.00)
290000 · Retained Earnings	1,743,228.77
290001 · Paid in Capital	2,639,630.79
Net Income	3,401,771.01
Total Equity	7,533,546.57
TOTAL LIABILITIES & EQUITY	17,243,984.24

Unite Private Networks, LLC and Unite Private Networks, Illinois, LC
Summary Income Statement

	<u>2008</u>
Revenue	
Total A000000 · Arizona Revenue	60,527.25
Total C000000 · Colorado Revenue	598,238.06
Total K000000 · Kansas Revenue	263,400.00
Total M000000 · Missouri Revenue	3,565,621.03
Total N000000 · Nebraska Revenue	2,232,719.37
Total 310000 · Dark Fiber Revenue	1,384,548.78
Total 320000 · Fiber Maintenance Revenue	399,928.63
Total 330000 · Lit Fiber Revenue	<u>86,226.00</u>
Total Revenue	8,591,209.12
Total COGS	<u>433,295.18</u>
Gross Margin	8,157,913.94
Expense	
Total 501000 · Network Operations	1,181,887.88
Total 600000 · Sales and Marketing	647,601.08
Total 700001 · General and Administrative	<u>1,241,983.05</u>
Total Expense	<u>3,071,472.01</u>
EBITDA	5,086,441.93
Other Income/Expense	
810010 · Depreciation Expense	1,181,877.42
820010 · Interest Income	(19,758.70)
820025 · Interest Expense	<u>522,552.20</u>
	<u>1,684,670.92</u>
Net Other Income	<u>(1,684,670.92)</u>
Net Income	<u><u>3,401,771.01</u></u>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2009

PRODUCER UNITEL PO Box 1588 Granbury TX 76048		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Unite Private Networks, LLC P.O. Box 25526 Kansas City MO 64119		INSURERS AFFORDING COVERAGE INSURER A: National Farmers Union INSURER B: CNA Insurance Company INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY	1RU0491326	08/17/2008	08/17/2009	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ UNLIMITED
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
A			AUTOMOBILE LIABILITY	1RU0491326	08/17/2008	08/17/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
			<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS								
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
A			EXCESS/UMBRELLA LIABILITY	1CB0491327	08/17/2008	08/17/2009	EACH OCCURRENCE	\$ 10,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
			<input type="checkbox"/> DEDUCTIBLE					\$
			<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2098121908	08/17/2008	08/17/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
			OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

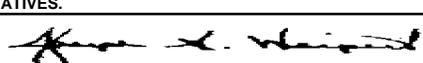
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Puyallup School District is added as additional insured with respect to installation of fiber optic network at numerous schools located in the Puyallup School District.

CERTIFICATE HOLDER

Puyallup School District
 JAY A. McSWEENEY
 1501 39th Ave SW
 Puyallup, WA 98373-3801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Joe Weipert/AYEARB 

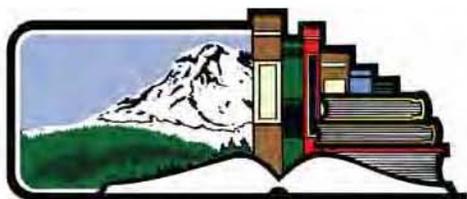
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Puyallup School District

Dr. Tony Apostle, Superintendent

Fiber Optic Wide Area Network Services Site List

Expected Completion, Aug-Oct 2010

As of June 22, 2009

Information Technology Center	1501 39th Ave. S.W.	Puyallup	WA	98373
Business Office	109 E. Pioneer	Puyallup	WA	98371
Facilities & Transportation Dept	323 12th St NW	Puyallup	WA	98371
Special Services & Programs	214 W. Main	Puyallup	WA	98371
Brouillet Elementary	17207 - 94th Ave. E	Puyallup	WA	98375
Carson Elementary	8615 - 184th St. E	Puyallup	WA	98375
Edgerton Elementary	16528 - 127th Ave. Ct E	Puyallup	WA	98374
Firgrove Elementary	13918 Meridian S.	Puyallup	WA	98373
Fruitland Elementary	1515 Fruitland Ave.	Puyallup	WA	98371
Hunt Elementary	12801 - 144th St. E	Puyallup	WA	98374
Karshner Elementary	1328 - 8th Ave. NW	Puyallup	WA	98371
Maplewood Elementary	1110 W. Pioneer	Puyallup	WA	98371
Meeker Elementary	409 - 5th St. SW	Puyallup	WA	98371
Mt. View Elementary	3411 - 119th Ave. E	Edgewood	WA	98372
Northwood Elementary	9805 - 24th St. E	Edgewood	WA	98371
Pope Elementary	15102 - 122nd Ave. E	Puyallup	WA	98374
Ridgecrest Elementary	12616 Shaw Rd. E	Puyallup	WA	98374
Shaw Road Elementary	1106 Shaw Rd.	Puyallup	WA	98372
Spinning Elementary	1306 E. Pioneer	Puyallup	WA	98372
Stewart Elementary	426 4th Ave. NE	Puyallup	WA	98372
Sunrise Elementary	2323 - 39th Ave. SE	Puyallup	WA	98374
Waller Road Elementary	6312 Waller Rd.	Tacoma	WA	98443
Wildwood Elementary	1601 - 26th Ave. SE	Puyallup	WA	98374
Woodland Elementary	7707 - 112th St. E	Puyallup	WA	98373
Zeiger Elementary	13008 - 94th Ave. E	Puyallup	WA	98373
Aylen Junior High	101-15th St. SW	Puyallup	WA	98371
Ballou Junior High	9916 - 136th St. E	Puyallup	WA	98373
Edgemont Junior High	2300 - 110th Ave. E	Edgewood	WA	98372
Ferrucci Junior High	3213 Wildwood Pk. Dr.	Puyallup	WA	98374
Glacier View Junior High	12807 - 184th St. E	Puyallup	WA	98374
Kalles Junior High	515 - 3rd St. SE	Puyallup	WA	98372
Stahl Junior High	9610 - 168th St. E	Puyallup	WA	98373
Emerald Ridge High School	12405 - 184th St. E	Puyallup	WA	98374
Puyallup High School	105 - 7th St. SW	Puyallup	WA	98371
Rogers High School	12801 - 86th Ave. E	Puyallup	WA	98373
Walker High School	5715 Milwaukee Ave. E	Puyallup	WA	98372

Information Technology Center

1501 39th Avenue Southwest, Puyallup, Washington 98373

Telephone: (253) 841-8789 FAX: (253) 841-8680



School Reference List

School	Status	Facilities	Contact
Liberty, MO	Complete	19	Trey Katzer 816-736-6896
Lincoln, NE	Complete	66	Dwayne Odvody 402-436-1753
Pueblo, CO	Complete	38	Danny Combs 719-549-7290
Raytown, MO	Complete	16	Dr. Lee Updike 816-268-7123
Lone Jack, MO	Complete	3	Cary Wesemann 816-697-3653
Lexington, NE	Complete	8	Patrick O'Neill 308-324-4681
Florence, CO	Complete	3	Darrin Tingey 719-784-2522
Kearney, MO	Complete	5	Chuck Albin 816-628-4116
Raymore, MO	Complete	5	Steve Pillow 816-892-1300
Park Hill, MO	Complete	17	Brad Sandt 816-587-0335
Harrisonville, MO	Complete	6	Dave Vignery 816-380-2727
Chicago, IL	Complete	10	John Byrne 708-424-2000
Sedalia, MO	Complete	10	Jim Laine 660-460-1242
Lawson, MO	Complete	3	Roger Schmitz 816-580-7277
Warrensburg, MO	Complete	9	Scott Patrick 660-747-7823
Westminster, CO	In progress	27	Brady Mills 303-657-3830
Page, AZ	Complete	4	Hyrum Short 928-608-4197
Manhattan, KS	Complete	20	Russ Dockins 785-587-2821
Warrenton, MO	Complete	3	Bobbi Novell 636-456-5771
Knob Noster, MO	Complete	3	Jeff Davis 660-563-5644
Moberly, MO	Complete	4	Alan West 660-269-2665
Excelsior Springs, MO	Complete	7	Joe Morgan 816-630-1280
Lansing, IL	Complete	2	Phil Conboy 708-895-0750
Fulton, MO	Complete	6	Craig Snethen 572-642-7391
Booneville, MO	Complete	4	Kevin Carpenter 660-882-7426
Grain Valley, MO	Complete	5	Janice Uptegrove 816-229-4685
Craig, CO	Complete	9	Marlene Knez 970-824-3668



Jeff Ingram
Executive Vice President
Unite Private Networks, LLC
P.O. Box 25526
Kansas City, MO 64119
Phone: 913-486-6556
Email: jeff.ingram@upnllc.com

March 25, 2009

Puyallup School District No. 3
Attn: Jay McSweeney
1501 39th Avenue SW
Puyallup, Washington 98373

Dear Mr. McSweeney,

THIS IS AN AMENDMENT to the original agreement, entered into by and between the Puyallup School District No. 3 ("District"), and Unite Private Networks, LLC ("UPN") dated February 11, 2009.

The parties wish to modify section 16 (p) Board Approval Contingency of the original Agreement to change the Board approval date from April 27, 2009 to June 30, 2009. The parties agree Section 16 (p) shall read as follows:

Both parties agree this Agreement does not become binding upon either party unless and until a resolution is approved by the Board of Directors of the District authorizing the execution of this agreement which shall occur no later than June 30, 2009.

By signing, the undersigned hereby warrant:

- that they are authorized agents of Unite Private Networks, LLC and the Puyallup School District No. 3, respectively;
- that they have the authority to enter into this Amendment on behalf of the parties to the original Agreement and;
- that they bind the parties to this Amendment and to the terms contained in this Amendment.

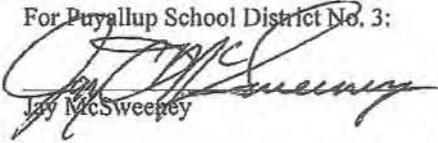
We both agree that this contains the entire amendment between Unite Private Networks, LLC and Puyallup School District No. 3 about the matters covered in this document. This Amendment shall be binding upon and inure to the benefit or the heirs, successors and assigns of the parties to this Amendment.

We make this Amendment under the laws of the State of Missouri. We both agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this Amendment shall be held invalid or unlawful for any reason, the invalid portion shall not effect or impair the validity of the remaining portions of the original Agreement.

Signature Page Follows

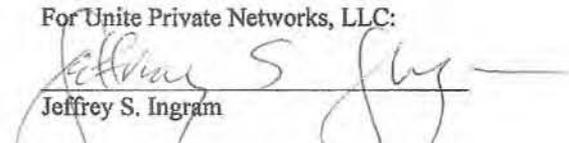
Signature Page for Unite Private Networks, LLC and Puyallup School District No. 3 Amendment dated 3/25/2009

For Puyallup School District No. 3:


Jay McSweeney

3-25-09
Date

For Unite Private Networks, LLC:


Jeffrey S. Ingram

3/26/09
Date



Date: May 18, 2009

To: United Private Networks, LLC
PO Box 25526
Kansas City, MO 64119

From: David Hayasaka, Executive Director

Member District: Puyallup School District

Re: Activities under the direction of District personnel for coverage period September 1, 2008 through August 31, 2009.

- Evidence of Coverage -

The above captioned District is a member of the Washington Schools Risk Management Pool (WSRMP), which is a self insured pool of over 80 school and educational service districts in the State of Washington.

WSRMP has at least \$1 million per occurrence combined single limit of liability coverage in its self funded layer that may be applicable in the event a covered incident occurs that is determined to be caused by the negligence of the member district. Subject to the terms, conditions, exclusions, definitions and limits stated in their coverage agreement.

As a statutorily authorized and self funded public entity inter-local agreement among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, your organization cannot be named an "additional insured".

Cc: Puyallup SD
Bruce Thomas

**AMENDMENT NO. 2
TO
WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT**

This Amendment No. 2 (this "**Amendment**") to Wide Area Network Leasing and Services Agreement (the "**Agreement**"), effective June 15, 2009 (the "**Effective Date**"), is between Puyallup School District No. 3 (the "**District**") and Unite Private Networks, LLC ("**UPN**"), as amended by that letter agreement between the District and UPN, dated March 25, 2009. Capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in the Agreement. The parties agree as follows:

1. The first and second sentences of Section 1 of the Agreement are deleted and replaced in their entirety with the following:

"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, including the Service Level Agreement attached hereto as Schedule D. The WAN Facilities (including the specific equipment that UPN will provide to the District as part of the WAN Facilities) and WAN Services are more fully described in Schedule A attached hereto, as well as the following materials (collectively, the "RFP Materials"): (a) the District's Request for Proposal for High Bandwidth Intra-District Metropolitan Area Network (MAN) dated January 8, 2009 (including all amendments and addenda); (b) any materials and other information made available by the District in connection with the request for proposals process for the WAN Facilities and WAN Services; and (c) UPN's response to the Request for Proposal for High Bandwidth Intra-District Metropolitan Area Network (MAN) dated January 8, 2009."

2. Section 2 of the Agreement is deleted and replaced in its entirety with the following:

"2. Term. The initial term of this Agreement will commence on the date service is accepted by the District and will continue until the fifth (5th) anniversary of the date on which the District accepts the WAN Facilities in accordance with Section 5(m), unless earlier terminated in accordance with Section 10 below. Following the expiration of the initial term, the term of this Agreement will be extended for successive one (1)-year periods unless the District gives notice to UPN at least thirty (30) days prior to the end of the then-current term; provided, however, the term of this Agreement will not extend for more than five (5) years past the expiration of the initial term."

3. Section 4 of the Agreement is deleted and replaced in its entirety with the following:

"4. Change Orders. The District may from time to time request additional changes in the WAN Facilities, WAN Services or any other additional services to be provided by UPN to the District by giving UPN written notice of the same. Any such change will be subject to UPN's acceptance; provided that UPN will not unreasonably withhold its acceptance of any such change and UPN may reject the change only by giving the District written notice of rejection (including, without limitation, a reasonably detailed statement of the reasons for rejection) within twenty-one (21) calendar days after UPN's receipt of the

District's request for the change. Within twenty-one (21) calendar days after receipt of the District's request for any change under this Section 4, UPN will give the District written notice of any required revisions to this Agreement (including, without limitation, any changes in cost, compensation or schedule). Any changes in the WAN Facilities, WAN Services or any other additional services to be provided by UPN to the District will be set forth in a change order or other document signed by both the District and UPN."

4. Section 5(b) of the Agreement is deleted and replaced in its entirety with the following:

"(b) Substitute Materials. If any materials or components of or relating to the WAN Facilities are not available for timely delivery or installation, UPN will promptly notify the District. UPN may substitute materials or components of equivalent or superior functionality and performance, but only with the prior written approval of the District."

5. Section 5(d) of the Agreement is deleted and replaced in its entirety with the following:

"(d) Debris Removal. UPN will remove from installation sites all debris resulting from the installation of WAN facilities."

6. Section 5(g) of the Agreement is deleted and replaced in its entirety with the following:

"(g) Special Needs. If any additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs not disclosed to UPN in the RFP Materials, the parties will negotiate in good faith to develop a change order or other document to be signed by both the District and UPN covering additional labor or materials."

7. Section 5(h) of the Agreement is modified so that the phrase "formulate and" is deleted.

8. The following new Section 5(m) is added to the Agreement:

"(m) Acceptance Testing. After UPN has completed the installation and configuration of the WAN Facilities, UPN will test the WAN Facilities to demonstrate that each component of the WAN Facilities (a) has been successfully installed and implemented, and (b) as installed and configured complies with all of the manufacturer's procedures and specifications, and any other procedures and specifications set forth or referenced in this Agreement or the RFP Materials (the "Acceptance Tests"). UPN will promptly correct any error, defect, malfunction with the respect to the WAN Facilities (including any failure to comply with any applicable specifications) (each, an "Error") that is identified during the Acceptance Testing process. If UPN does not correct any such Error (other than minor Errors which do not impair or otherwise adversely affect the features, functionality, performance or operation of the WAN Facilities) within a reasonable period of time not in excess of forty-five (45) calendar days, then the District may terminate this Agreement by giving UPN written notice of the same. After UPN has corrected any Errors, UPN will repeat the Acceptance Tests as necessary to confirm the correction. The WAN Facilities will be accepted when the District confirms in writing that the WAN Facilities satisfy all applicable Acceptance Tests. Acceptance of the WAN Facilities by the District shall not be unreasonably withheld.

9. Section 6(d) of the Agreement is deleted and replaced in its entirety with the following:

"(d) Permits and Sales Tax. The payments made by the District to UPN pursuant to Schedule C are inclusive of any and all permits, pole attachment fees, and other fees as part of construction. The District will pay any sales tax as required.12. Section 7(a) of the Agreement is deleted and replaced in its entirety with the following:

"(a) Adequacy of WAN Services. The District acknowledges that the specified WAN Facilities and the specified WAN Services meet the District's requirements."

10. Section 7(e) of the Agreement is deleted and replaced in its entirety with the following:

"(e) Electrical Circuits and Energy. "Upon forty-five (45) days notice from UPN as to its electrical needs, the District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities."

11. Section 7(g) of the Agreement is deleted and replaced in its entirety with the following:

"(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, and (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. Upon request by UPN, the District agrees to provide proof of insurance meeting the requirements of this Section 7(g). If the District is self insured both parties agree that an "Evidence of Coverage Letter" will be sufficient to satisfy the requirements of this paragraph."

12. The following new Sections 8(f) through 8(k) are added to the Agreement:

"(f) General Performance Warranty. UPN represents and warrants that all services to be performed or provided by UPN under this Agreement will be performed and provided: (i) in an efficient, effective, workmanlike and skillful manner; (ii) in accordance with generally accepted practices in the telecommunications industry and, to the extent reasonable, any applicable manufacturer's requirements; and (iii) in accordance with any other applicable requirements set forth in the RFP Materials or this Agreement.

(g) WAN Facilities Warranty. UPN represents and warrants that, during the term of this Agreement, all WAN Facilities will: (i) conform to, comply with and perform in accordance with all of the manufacturer's performance characteristics, reliability levels, standards or quality of service specifications, and any other specifications set forth or referenced in this Agreement or the RFP Materials; and (ii) be compatible with all of the other hardware or equipment included as part of the WAN Facilities.

(h) WAN Services Warranty. UPN represents and warrants that, during the term of this Agreement, the WAN Services will: (i) be complete and sufficient to

satisfy the District's requirements as identified in the RFP Materials; and (ii) conform to, comply with and perform in accordance with the Service Level Agreement set forth in Schedule D attached hereto.

(i) Remedy for Breach of Certain Warranties. In the event of a breach of any of the warranties set forth in Section 8(f), 8(g), or 8(h), the District will give UPN written notice of, and a reasonable opportunity to cure, the same. Upon receipt of any such notice, UPN will promptly take, at its own expense, such action as may be necessary to promptly cure the breach (e.g., by the repair, replacement or correction of any noncomplying WAN Facilities or the reperformance of any noncomplying WAN Services or other services to be performed or provided by UPN under this Agreement).

(j) Indemnification.

(i) UPN will defend, indemnify and hold harmless the District, its agents and employees from and against any and all claims that may arise out of or in connection with: (A) any actual or alleged infringement, misappropriation or violation of any patent, copyright, trade secret or other proprietary right of any third party resulting from the District's use of the WAN Facilities or WAN Services in accordance with this Agreement; (B) any property damage or bodily injury (including death) that may be caused by any WAN Facilities or occur in connection with UPN's performed or provided by UPN under this Agreement, if and to the extent the same is attributable to the fault, negligence or strict liability of UPN, any of UPN's affiliates, subcontractors or suppliers, any employee of UPN, any employee of any of UPN's affiliates, subcontractors or suppliers, or any other person acting under the direction or supervision of UPN or its affiliates, subcontractors or suppliers; or (C) any violation of any applicable law, ordinance or regulations by UPN, any of UPN's affiliates, subcontractors or suppliers, any employee of UPN, any employee of any of UPN's affiliates, subcontractors or suppliers, or any other person acting under the direction or supervision of UPN or its affiliates, subcontractors or suppliers. Without limitation of the foregoing, UPN will pay or reimburse any and all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred in connection with the defense, settlement or satisfaction of such claim (including, but not limited to, any damages, liabilities or losses based upon any such claim).

(ii) If the District desires to enforce the UPN's obligations under Section 8(j) with respect to any claim thereunder, the District will: (A) give UPN written notice of the claim promptly after the District receives notice of the same; (B) cooperate with UPN in connection with the defense, settlement and satisfaction of the same; and (C) not settle the claim without the prior written consent of UPN, which consent will not be unreasonably withheld.

(iii) In connection with any action to enforce a UPN's obligations under Section 8(j) above with respect to any claim arising out of any bodily injury (including death) to an employee of UPN, UPN waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington). This paragraph will not be interpreted or construed as a waiver of the District's right to assert any such

immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

(k) Insurance. UPN will secure and maintain, and will ensure that its subcontractors secure and maintain, in effect at all times during the term of the Agreement, coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any individual who performs any services for the District was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. In addition, UPN will secure and maintain in effect during the term of the Agreement general liability insurance (including, but not limited to, personal injury, products, contractual, occurrence, property and independent contractors' coverage) with a limit not less than \$1,000,000 combined single limit. The foregoing general liability insurance will be primary and non-contributing to any insurance possessed or procured by the District. Any deductible provision in the general liability provision will be the responsibility of UPN. All of the insurance requirements under this Section 8(k) will apply to UPN and any permitted subcontractors. UPN will submit proof of all required insurance, licenses and bonds to the District on or before the date of execution of this Agreement."

13. Section 10(a)(i) of the Agreement is deleted and replaced in its entirety with the following:

"(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, except where the District has disputed in good faith such amount due to UPN "

14. Section 10(a)(iii) of the Agreement is modified so that the phrase "that relate to this Agreement" is added to the end of that Section.

15. Section 10(b)(ii) of the Agreement is modified so that the phrase "that relate to this Agreement" is added to the end of that Section.

16. Section 10(b)(i) of the Agreement is deleted and replaced in its entirety with the following:

"(i) UPN's failure or refusal to perform any obligation under this Agreement, subject to a reasonable cure period not greater than forty-five (45) calendar days,"

17. Section 16(b) of the Agreement is deleted and replaced in its entirety with the following:

"(b) Governing Law; Venue. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Pierce County, Washington."

18. Section 16(c) of the Agreement is deleted and replaced in its entirety with the following:

"(c) Entire Agreement. This Agreement, including all schedules attached hereto, the RFP Materials as published by the District including all addenda, and UPN's February 3, 2009 response to the RFP inclusive of the Scope of Work, (which documents are expressly incorporated into this Agreement by this reference except to the extent that such documents conflict with this Agreement), constitute the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, whether written or verbal."

19. Section 16(i) of the Agreement is deleted and replaced in its entirety with the following:

"(i) Limitation on Damages. Except with respect to UPN's indemnification obligations under Section 8(j), each party hereby waives all claims against the other party from any punitive, consequential, or other indirect damages or liabilities resulting from a breach of this Agreement, including damages from lost or damaged data. Furthermore, except with respect to UPN's indemnification obligations under Section 8(j), neither party will be liable to the other party for any damages under this agreement, in any one instance or in all instances collectively, for amounts in excess of the fees actually paid to UPN by the District under this Agreement. "

20. Section 16(l) of the Agreement is deleted and replaced in its entirety with the following:

"(l) Severability. Any term of provision of this Agreement that is held invalid or unenforceable by a court of competent jurisdiction (i) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term, to the greatest extent possible and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement."

21. Section 16(m) of the Agreement is deleted in its entirety.

22. Section 16(n) of the Agreement is deleted and replaced in its entirety with the following:

(n) Time Limit for Legal Actions: No legal action, regardless of its form, relating to or arising under this Agreement, may be brought by either party more than six years after the cause of action first accrued.

23. The E-rate Contingency in Section 16(q) of the Agreement is hereby waived.

24. The following new Sections 16(r) through 16(u) are added to the Agreement:

"(r) Crimes Against Children. Pursuant to Washington law, UPN shall prohibit any employee of UPN from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or has been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of

another jurisdiction. UPN shall not permit any contact between children at any project site and any such employee. Failure to comply with these requirements is grounds for immediate termination of this Agreement for cause.

- (s) Prevailing Wages. The effective Department of Labor and Industries Prevailing Wage Rates is hereby attached and incorporated by reference.
- (t) Payment and Performance Bond. Neither a payment nor a performance bond is required under this Agreement.
- (u) Statutes. UPN shall abide by the provisions of all applicable Washington statutes. The statutes referenced herein are not meant to be a complete list and should not be relied upon as such. Such statutes include but are not limited to:
 - (i) Contractor Registration and Related Requirements. Pursuant to RCW 39.06, UPN shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. UPN shall: have a current state unified business identifier number; have industrial insurance coverage for UPN's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
 - (ii) Law Against Discrimination. UPN shall comply with pertinent statutory provisions relating to public works of RCW 49.60.
 - (iii) Provisions for Aged and Handicapped Persons. UPN shall comply with pertinent statutory provisions relating to public works of RCW 70.92.
 - (iv) Safety Standards. UPN shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work," including without limitation trench safety requirements.
 - (v) Unemployment Compensation. Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, UPN shall pay contributions for wages for personal services performed under this Agreement or arrange for a bond acceptable to the commissioner.
 - (vi) Drug-Free Workplace. UPN shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.
 - (vii) Tobacco-Free Environment. Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all District property.

(viii) Asbestos Removal. To the extent this Project involves asbestos removal, UPN shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder."

25. Schedule B to the Agreement is deleted and replaced in its entirety with Schedule B attached to this Amendment

26. Schedule C to the Agreement is deleted and replaced in its entirety with Schedule C attached to this Amendment.

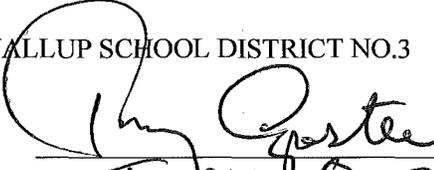
27. Schedule D attached to this Amendment is added as a new Schedule D to the Agreement.

28. Except as amended by this Amendment, the Agreement will remain in full force and effect. This Amendment, together with the Agreement as amended hereby: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the District and UPN with respect to the subject matter hereof.

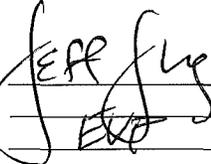
29. This Amendment may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the Effective Date.

PUYALLUP SCHOOL DISTRICT NO.3

By: 
Name: Toby D. Apostle
Title: Superintendent

UNITE PRIVATE NETWORKS, LLC

By: 
Name: JEFF INGRAM
Title: CEO

Schedule B – Installation Timeline

Anticipated delivery of service shall occur approximately 450 days from the execution date of this amendment by both parties.

Schedule C – Fees and Payment Schedule

Installation and Other Up-Front Fees

\$6,451,013 will be invoiced and due upon final acceptance of the WAN Facilities pursuant to Section 5(m).

Annual Recurring Fees

Annual recurring lease payments will be invoiced beginning on the first day the WAN Services are provided to the District (i.e., following final acceptance of the WAN Facilities pursuant to Section 5(m)) and each subsequent anniversary date during the term of this Agreement: \$280,500 per year.

Other Fees

Any applicable federal, state, or local use, excise, sales or privilege 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 6 (d) of this Agreement.

Schedule D – Service Level Agreement

1.0 UPN warrants fiber connectivity to be available at least 99.99% of the time and strives to repair all service impacting conditions within four (4) hours of discovery. However, the District acknowledges the possibility of an interruption that results in a total disruption of Service which, subject to the restrictions and exclusions of Section 7 below, constitutes an "Outage." If a Service experiences an Outage ("Affected Service"), UPN, upon discovery of the Outage, will immediately commence work to repair the Affected Service. UPN will provide to the District a good faith estimate of time to complete repair and provide regular updates of the status of repair.

2.0 The District shall be entitled to a credit based upon the amount of Outage time experienced by the Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage in relation to the total yearly minutes of Affective Service ("Outage Minutes %"). The amount of the credit shall be the Outage Minutes % multiplied by the District's Annual Recurring Charge ("ARC") for the Affected Service ("Outage Credit").

3.0 To receive an Outage Credit, the District must initiate a trouble ticket at the time of the Outage by contacting UPN at Escalation Contact List in Section 8 below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by UPN.

4.0 The District 's written request for an Outage Credit shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Request shall be submitted to Unite Private Networks, P.O. Box 25526, Kansas City, MO 64119, Attn: Dennis Devoy, CFO. In no case shall UPN provide credit to the District that exceeds the District's ARC for the Affected Service.

5.0 All approved Outage Credits shall be credited on the next annual invoice for the Affected Service following UPN's approval of the Outage Credit.

6.0 So long as UPN makes good faith attempts to timely complete repairs, the Outage Credits described herein shall be the sole and exclusive remedy of the District in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of Default under this Service Level Agreement or the Wide Area Network Leasing and Services Agreement. UPN, or its representatives, make no warranties, express or implied, including warranties for fitness of use for a particular purpose. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the parties hereto or their respective successors or permitted assigns.

7.0 An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- 7.1 Interruptions on a Service for which the start of Service has not yet commenced.
- 7.2 Interruptions caused by the negligence, error or omission of the District or others authorized by the District to access, use or modify the Service or equipment used by the District.
- 7.3 Interruptions due to power failure at the District's premises.

7.4 Interruptions during any period in which UPN or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service.

7.5 Reasonable interruptions during any period that UPN has communicated to the District that the Service will be unavailable for maintenance or grooming purposes, or if the District has released the Service to UPN for the installation of a District service order.

7.6 Interruptions during any period that the District elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.

7.7 Interruptions resulting from Force Majeure, e.g., car vs. pole.

7.8 Interruptions resulting from the District 's use of Service in an unauthorized or unlawful manner.

7.9 Interruptions resulting from a UPN disconnect for cause.

7.10 Interruptions resulting from incorrect, incomplete or inaccurate Service orders from the District (including without limitation the District's over subscription of circuits).

7.11 Interruptions due to improper or inaccurate network specifications provided by the District.

7.12 Interruptions resulting from a failure of a carrier or service provider other than UPN providing a portion of Service.

7.13 Special configurations of the standard Service that have been mutually agreed to by UPN and the District, provided however that UPN or a third party vendor may provide a separate service level agreement to the District for those special configurations.

7.14 UPN's inability to initiate Service by the Service start date.

7.15 Interruptions that do not result in a total disruption of service.

8.0 Escalation Contact List (Western Washington market):

Twenty-four hours/seven days a week 1-866-963-4237		
Name	Email	Cell #
Simoneau, Jerome	jerome.simoneau@upnllc.com	816-365-9435
Hughes, Jeff	jeff.hughes@upnllc.com	719-671-1734
Tonsi, Chuck	chuck.tonsi@upnllc.com	515-240-6073
Bellinger, Terry	terry.bellinger@upnllc.com	785-215-3861

Reckrodt, Ron	<u>ron.reckrodt@upnllc.com</u>	816-260-2464
Devoy, Dennis	<u>dennis.devoy@upnllc.com</u>	816-564-2902
Anderson, Kevin	<u>kevin.anderson@upnllc.com</u>	816-260-1868
Ingram, Jeff	<u>jeff.ingram@upnllc.com</u>	913-486-6556