



Cox Business Response to Jefferson Parish

Cox Business (Cox Louisiana Telcom, L.L.C.) is responding to
Jefferson Parish
Request for Proposal 50-00143699
11/16/2023

COX
BUSINESS



11/16/2023

Jill Truelove
Jefferson Parish
200 Derbigny Street
Grenta, LA 70053

Dear Jill Truelove:

At Cox, we believe life improves when we have more moments of genuine human connection. Cox provides solutions that enable your staff to utilize advanced educational tools. Given the extreme pressures on finite education IT budgets, we can help your schools maximize the power of your infrastructure and improve productivity.

Cox understands the urgency of having your network operational and, with coordinated planning, will work closely with Jefferson Parish to meet delivery dates. Based on the requirements outlined in your RFP, Cox has designed a **solution** that will help you move to a new level of excellence.

Cox Team is Always Here - Local support providing fast and reliable solutions that power your education.

Experience - Cox values our relationship today, and we don't take your trust for granted. We know we can't rest on our past achievements, and we look forward to building an even stronger relationship in the future.

Our team has studied and discussed your RFP. We understand your business. We appreciate your unique needs. With that knowledge, our attached proposal shows how the following solutions will help Jefferson Parish continue a level of excellence.

Sincerely,

Troy Roussel
Enterprise Sales Manager
(504) 358-6309 (Cell) (504) 220-7856
Troy.Roussel@cox.com

Cox Response to Jefferson Parish Government

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Executive Summary

Cox appreciates the opportunity to provide a formal bid response to the 50-00143699 RFP. We look forward to the opportunity to enhance our lasting partnership with Jefferson Parish and deliver a highly reliable, scalable, and robust network.

Exceeding Your Telecommunication Goals

- **100% Fiber Network:** Fiber-optic reliability with over 175,00 miles of network infrastructure nationwide
- **24/7/365 Proactive Network Monitoring:** State-of-the-art Network Operations Center (NOC)
- **Local Presence:** With over 18,000 employees nationwide, Cox has a large technical staff ready to support your schools
- **Vertical Industry Focus:** We dedicate development, support, engineering, and sales resources to industry-specific solutions. Rest assured that we come to the table prepared to meet your needs.
- **MyAccount Portal:** Providing a single Web-based dashboard to perform transactions, including viewing and paying bills, managing important features of the services, and finding helpful setup guides

Why Cox Business®?

With a long history of providing telecommunications services, Cox Business® is an established and trusted provider for many organizations today, providing a wide range of carrier-class services.

Cox invests significantly in its local markets, spending millions of dollars expanding and upgrading its network with fiber-optic facilities that serve local businesses and government facilities. Since 1996, Cox has invested more than \$16 billion in communities through infrastructure upgrades to deliver video, phone, and high-speed Internet service to homes and businesses in its service areas. Cox Business is a facilities-based Competitive Local Exchange Carrier (CLEC), providing advanced voice, data, video, networking, security, and cloud services to more than 355,000 customers in industries ranging from healthcare and hospitality to government and education. Large enterprise companies trust Cox Business—more than 365 of the Fortune 500 have chosen Cox Business as a provider, and that number is growing every day. Cox Business offers one of the most reliable, robust broadband networks in the United States. The backbone of its capability as a communications provider is a self-owned and self-maintained nationwide IP network. Thousands of miles of fiber optic cables make up the Cox system, designed with self-healing, fault-tolerant architecture for enhanced dependability.

As a facilities-based CLEC, Cox Business owns its switching equipment and transmission lines, making it possible to provide full-featured telephone, long-distance telephone, high-speed Internet access, and customized data networks. Being a facilities-based CLEC provides significant reliability and customer service advantages over providers that resell circuits purchased from other companies. With state-of-the-art National Operations Centers (NOCs) and local Systems Operation Centers (SOCs) monitoring the Cox network 24/7, Cox Business can provide consistent, reliable voice and data services.

The high quality, redundant design and monitoring of the Cox Business network ensure your communications services are available when needed. Cox Business is at the forefront of technology, leading innovative service development and offering high-level products and solutions in security, healthcare, hospitality, and systems infrastructure. And the best part for your business? Cox services are built with the scalability to fit your business needs.

About Cox Business

Cox Business is the commercial component of Cox Communications and is a facilities-based Competitive Local Exchange Carrier (CLEC), providing advanced voice, data, video, networking, security, and cloud services to more than 355,000 customers in industries ranging from healthcare and hospitality to government and education.

Since 1996, Cox has invested more than \$16 billion in communities through infrastructure upgrades to deliver video, phone, and high-speed Internet service to homes and businesses in its service areas.

Our commitment to providing technology solutions and our individualized partnership with each education organization is critical to our success. The following demonstrates Cox's experience in the education sector in the areas we serve:

COX Charities



Youth and Education



Broadband Adoption



Diversity and Inclusion



Sustainability

COX Connect2Compete.



91%

of Cox Connect2Compete enrolled parents agree low-cost internet service at home gives children a leg up for high school graduation.

95%

of parents enrolled in Cox Connect2Compete reported that internet has improved their communication with their child's school.



Cox Conserves

567,000 tons
of CO₂ offset

276 million
gallons of water saved through
conservation

170,000 tons
of waste diverted

Cox Louisiana

With a long history of providing telecommunications services, Cox is an established and trusted provider in the Southeast, including Louisiana.

Over the last five years, Cox has invested millions in its Southeast Region through infrastructure upgrades and more than 2,000 miles of fiber delivering video, phone, and high-speed Internet service to homes and businesses.

Cox maintains over 355,000 customer relationships nationwide and employs 1,235 residents, contributing over \$8 million annually in payroll taxes and \$22 million in franchise fees. Cox supports the local communities through cash, grants, and in-kind contributions, providing more than \$2 million to local non-profit organizations.



Our Recommended Solutions

Cox Business® Optical Internet

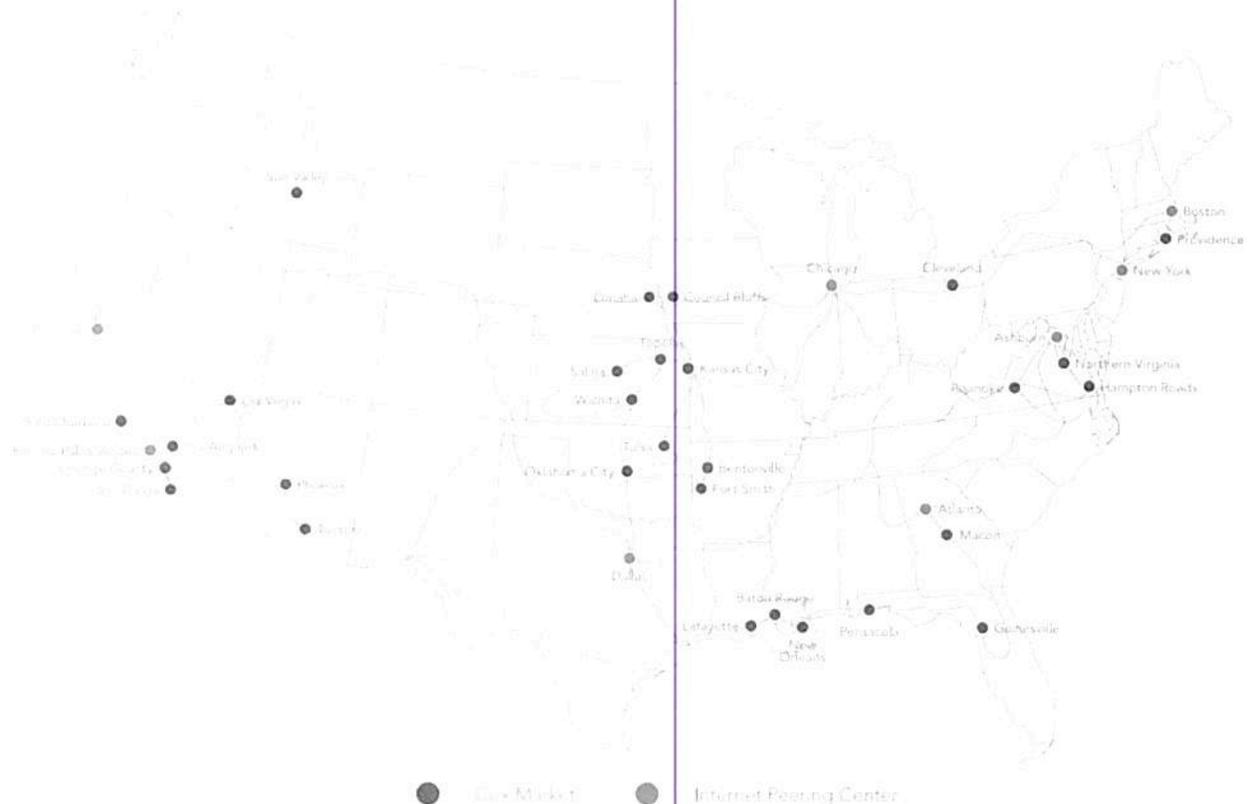
We know the Internet is critical to your operations. Cox Business Optical Internet provides a premium, guaranteed connection rate for reliable business traffic. Fiber-optic reliability and scalable speeds are ideal for meeting the Internet access requirements of large businesses.

Cox Business Optical Internet consistently delivers equally fast upload and download speeds. This reduces the time to send and receive large data files, increasing productivity.

Cox designed its network for data-heavy users' needs—a dependable and fast system. Whether using data-intensive applications like video conferencing or simply meeting the extensive communication needs of a large staff, Optical Internet offers a “big pipe” connection to handle all your Internet traffic. Optical Internet scales to keep price and responsiveness in balance. As your bandwidth requirements change, Cox can easily keep the technology on pace with your needs, helping your employees stay productive and satisfied.

Using our multi-terabit nationwide network, we can quickly connect your Internet traffic to any location worldwide. With our fiber optic-based metropolitan area network in your city, you can be assured of a well-designed, customized solution supported by knowledgeable local personnel delivering dependability, quality, and reliability.

Cox Business National IP Backbone



Cox Business® Metro Ethernet

Cox Business Metro Ethernet allows you to leverage the simplicity, scalability, and economies of Ethernet transport to increase productivity and connect multiple locations. Whether you're a school system, healthcare organization, local government, or business seeking a high-speed and cost-effective alternative to other private networking services, Cox Business Metro Ethernet offers you a powerful and reliable choice.

Cox Metro Ethernet is designed for medium to large businesses, government and educational entities, ISPs/ASPs, and IXCs/carriers in need of a high-quality, highly scalable Ethernet networking solution to support data and bandwidth-intensive applications, as well as voice and data convergence strategies.

Cox Metro Ethernet uses familiar Ethernet technology to connect locations and eliminate the need to deploy complicated LAN-WAN conversion technologies. IT professionals can capitalize on this simplicity by applying the same technical expertise to internal and external network connectivity.

Metro Ethernet can provide a higher bandwidth value than legacy technologies such as frame relay. This solution eliminates the need to purchase and install expensive CPE, resulting in lower overall costs. The service easily interfaces with your network equipment, reducing costs and complexity.

Our Ethernet connectivity solutions offer a range of high speeds and design configurations, from fully meshed to hub-and-spoke. Cox Business Metro Ethernet's speeds and topology choices allow your network to grow as the business grows.

The Ethernet Performance Management Reporting tool allows you to oversee and monitor your network's performance. This web-based portal offers a dashboard view into the health of your Ethernet circuits with the following:

- At-a-glance view
- Circuit health
- Near real-time reporting
- Anytime-anywhere access

Local Cox Business Account Team

The Cox Business local account team has many years of communications experience and is assigned to support your services. Our local presence creates uncommon transparency and comfort, knowing we are there when you need us.

Name	Title	Functional Responsibility	Contact Information	Experience
Clay Callaghan	Account Manager	Liaison with Customer for account questions or issues; Works internally to ensure successful projects	Desk: 504-358-6308 clay.callaghan@cox.com	10 Years (CB)
Troy Roussel	Sales Manager	Manages Sales Territory	Desk: 504-358-6309 craig.nichols@cox.com	12 Years
Billy "BJ" Johnson	Sales Director	Manages Enterprise Sales Teams	Desk: 504-358-6065 billybj.johnston@cox.com	1 year Cox 25 Years Industry
Leigh King	Vice President	Leads the local Sales and Service Delivery teams	Desk: 225-237-5261 Leigh.King@cox.com	18 Years (CB)
Mike Walker	Sales Engineer	Provides technical expertise and network scope of work	Desk: 504-358-6115 Mike.Walker@cox.com	24 Years (CB)
Derrick Malbrew	Sales Engineering Manager	Manages the Sales Engineering team; Responsible for state-of-the-art solutions, utilizing Cox's portfolio of services	Desk: 337-456-4152 derrick.malbrew@cox.com	13 Years
Christine Stevens	Service Manager	Customer advocate to ensure continuity of service issues to resolution. Meet with customers to review services and address concerns. First point escalation contact.	Desk: (504) 358-6021 Christine.Stevens@cox.com	21 Years

Cox References

Customer	Name	Title	Address	Contact Information
East Baton Rouge Parish School District	Terrica Jamison	Director of Technology Resources	1050 S. Foster Drive Baton Rouge, LA 70806	(225) 922-5526
Iberville Parish School Board	Eon Simon	Manager Information Technology	58060 Plaquemine St Plaquemine, Louisiana 70764	(225) 385-0228
St Bernard Parish School Board	Mary Lumetta	Assistant Superintendent	200 E St Bernard Hwy, Chalmette, LA 70043	(504) 301-2000

Growing our connection in New Orleans

New Orleans Fun Facts

- The New Orleans market comprises 27% of the Southeast Region's revenue.
- Among many "firsts," the New Orleans Market pioneered Cox Inspirational Heroes, a program that has recognized thousands of everyday student heroes who have overcome physical, developmental, or learning challenges.

 **439**
Cox Employees

 **\$31.5 Million**
Total Payroll

 **5.6K**
Network Miles

 **\$963.2 Million**
Economic Impact*

 **\$23 Million**
Taxes & Franchise Fees

 **\$1.6 Million**
Charitable Giving

National Impact

 **\$19 Billion**
Invested in Affordability Programs

\$65 Million
Contributed to Non Profits
(50% Allocated to Youth Education and Digital Equity)

To learn more about Cox's affordability programs visit cox.com/digitalequity



Cox Communications is committed to creating meaningful moments of human connection through broadband applications and services.

Our commitment to providing technology solutions, along with our individualized partnership with each organization, is a critical part of our success.

Conclusion

Cox gives you the tools and advice to serve your students and community better. We help your staff be more productive and make it easier for students and the public to interact with the school. Thank you for this opportunity to compete for your business. We look forward to the next stage in your selection process.

Appendix

Appendix A Cox Service Level Agreement(s)



Cox Optical Internet
Service Level Agreement

1. **Scope** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9.

(a) **COI Service Interruption Service Credit** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 10% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to <4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

COI Services Interruption Length	Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption
> 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
> 16 hours to < 24 hours	20% of applicable MRC
> 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpa.html>

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network



("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MFC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. **Exceptions and Limitations to Service Credit**

(a) **Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party table cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MFC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MFC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Metro-Ethernet and CloudPort Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").
2. **Layer 2 VPN Services Description**
 - (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
 - (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
 - (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
 - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.
 - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
 - (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
 - (d) **"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
 - "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
 - "End to End" DDR = Access to core DDR + Core DDR + Access to core DDR
 - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:

 - "End to End" Delay = Access to core Delay + Core Delay
 - "End to End" DDR = Access to core DDR + Core DDR
 - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter
3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for Customer's as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.
4. **Layer 2 VPN Service Interruption.** A "Layer 2 VPN Service Interruption" is an interruption of a Port ("Affected Port") that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined

below) for a qualifying Layer 2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available "Service Credit" for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

**Table 1.0
Cox – Layer 2 VPN Services**

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credits of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
> 30 min. to < 4 hours	5% of MRC
> 4 hours to < 8 hours	10% of MRC
> 8 hours to < 16 hours	15% of MRC
> 16 hours to < 24 hours	20% of MRC
> 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNGs of any given EVC. All "Service Quality" metrics in this Section 7 are objectives only.

Service Quality Measurement Network Segments:

(a) Core Network Measurements:

- (i) "Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frames to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in



the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(b) Access to Core Network Measurements:

- (i) "Access Latency" as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio ("Access DDR"), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Access Jitter" as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(c) Service Quality Objectives ("Table 2.0"). The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS.

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (≤ 4 min/mo)	99.9%	10 ms	2 ms
		Interactive			12 ms	3 ms
		Priority Data			16 ms	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% (≤ 43 min/mo)	99.75%	16 ms	N/A
		TYPE II	99.9% (≤ 43 min/mo)	N/A	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% (≤ 2 min/mo)	99.99%	10 ms	2 ms
		Interactive			12 ms	3 ms
		Priority Data			16 ms	N/A
		Best Effort			N/A	N/A
	State (<400 miles)	Real Time	99.995% (≤ 2 min/mo)	99.99%	20 ms	2 ms
		Interactive			22 ms	3 ms
		Priority Data			26 ms	N/A
		Best Effort			N/A	N/A
	Regional (<755 miles)	Real Time	99.995% (≤ 2 min/mo)	99.99%	30 ms	2 ms
		Interactive			32 ms	3 ms
		Priority Data			36 ms	N/A
		Best Effort			N/A	N/A
National (<4,349 miles)	Real Time	99.99% (≤ 4 min/mo)	99.985%	50 ms	2 ms	
	Interactive			52 ms	3 ms	
	Priority Data			56 ms	N/A	
	Best Effort			N/A	N/A	

8. **Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

9. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service interruptions.

Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

10. Layer 2 VPN Service Installation Intervals.

- (a) Layer 2 VPN Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

11. Exceptions and Limitations to Service Credit

- (a) Exceptions. Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1)

full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Appendix B Cox Customer Service Agreement

Cox attaches its standard Commercial Services Agreement as the proposed contract for services to be purchased by the Jefferson Parish Government. Given the standard nature of the services requested, the terms of the attached agreement are proposed to be the only terms governing Cox's provision of services. Cox's proposal is expressly subject to the parties' negotiation and execution of a mutually agreeable final service agreement.



Commercial Services Agreement
 __ / __ / 2024

Cox Account Rep:		Cox System Address:	
Phone Number:			
Fax Number:			

Customer Information		Authorized Customer Representative Information	
Legal Company		Full Name:	
Street Address:		Billing Contact:	
City/State/Zip:		Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:			
Merge Bill			

Taxes and Fees Not Included						
Service Description	Quantity	Unit Price	Term (Months)	Service Charges		
				Monthly Recurring	One Time Activation & Setup Fees	
SAMPLE AGREEMENT - SERVICES AND FINAL TERM INFORMATION TO BE COMPLETED BASED ON SCOPE OF AWARD						
Totals:						

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions
 Term: Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is ____ year(s) beginning ____ and ending ____, with ____ separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.
 Upgrades: Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.
 SLA: The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details



This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 1 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	<<Applicable Cox Entity Based on Scope of Award >>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also

provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

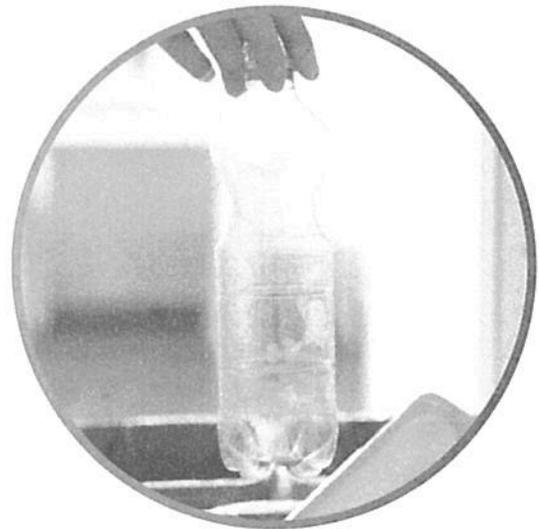
8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Appendix C Cox Environment & Diversity

Cox and the Environment

At Cox Enterprises, we are committed to being good stewards of the environment and have long engaged in eco-friendly practices. Through Cox Conserves, we are lessening our environmental impact by managing our waste stream and conserving carbon and water. We are incorporating sustainability into every aspect of our business by harnessing today's technology while anticipating tomorrow's innovations.



Cox Conserves

Launched in 2007 by Chairman Jim Kennedy, Cox Conserves is Cox Enterprises' national sustainability program. Cox Conserves focuses on reducing waste and energy consumption and conserving water. The program engages each of the company's major subsidiaries (Cox Communications, Cox Automotive, and Cox Media Group) and encourages Cox Enterprises' 50,000 employees and their families to engage in eco-friendly practices. The company's sustainability goals are to send zero waste to landfills by 2024 and become carbon and water-neutral by 2044. The company also presents the Cox Conserves Sustainability Survey, a nationwide survey that examines sustainability opportunities and challenges for small and medium-sized businesses.

Cox Conserves Vision: We create positive environmental change in our communities by operating in ways that reduce our impact and inspire our employees, customers, suppliers, and partners. Visit CoxConserves.com.

Carbon

Through Cox Conserves, we aim to be carbon neutral by 2044. We are looking at every possible way - big and small - to lessen our environmental impact. Our focus on carbon reduction occurs through alternative energy, energy conservation, and fleet operations.

Conservation Efforts

Cox Enterprises employs a holistic approach to waste management, including waste reduction, strategic partnerships for e-waste, and customer engagement.

Progress since 2007:



COX | Diversity & Inclusion

ABOUT US

Cox Communications, Inc. (a subsidiary of Cox Enterprises)

Our vision is to be the most trusted provider of communication and entertainment services in America. Cox offers a variety of advanced digital video, home automation, high-speed internet, and telephone services over our own IP network. Business customers of all sizes are provided with our high-speed internet, phone, and long-distance services, as well as data and video transport services.

SUPPLIER DIVERSITY PROGRAM

Program Overview

At Cox, we value and encourage the use of qualified minority-owned (MBE), women-owned (WBE), veteran-owned (VBE), service-disabled veteran-owned (SDVBE), lesbian, gay, bisexual, and transgender-owned (LGBTBE), and disabled-owned (DOBE) business enterprises in our company-wide purchasing processes. We seek to form mutually beneficial alliances with suppliers who offer products or services that are of high quality, competitively priced, and come with excellent customer service.

Qualifications

For the purposes of our program, a qualified diverse-owned business is defined as a business that is at least 51% owned, operated, and controlled by one or more of the above groups who are either US citizens or lawful permanent residents and are headquartered in the United States. Qualified diverse-owned businesses must be certified by a third-party agency, government entity, or business development/advocacy council.

TIER 2

Reporting Program

Cox prime suppliers are an extension of our value chain, and we ask our non-diverse prime suppliers to align with us in our commitment to supplier diversity by providing opportunities to diverse suppliers in their own supply chains. We call this initiative the Cox "Tier 2" Supplier Diversity Program. Suppliers enrolled in the program submit quarterly reports on diversity supplier usage and may have diverse subcontracting commitments. To learn more about the Cox Tier 2 Supplier Diversity Program, please send an e-mail to CoxSupplierDiversity@cox.com.

Diversity Spend- \$795M

Diversity Awards and Recognition

Cox Communications is consistently recognized by third-party organizations for our commitment to and support of diversity and inclusion in the communities we serve. Cox Communications was ranked 4th on Diversity Inc.'s "Top Companies for Supplier Diversity".



For more information and updates <https://www.coxenterprises.com/corporate/responsibility/diversity/index.html#diversity-impact-diversity-impact-V24p001Wsp>

Supplier Registration: <https://www.cox.com/about/suppliers.html>

Program Questions: chelsea.slaughter@cox.com

SUPPLIER DIVERSITY PARTNERS



- National Minority Supplier Development Council
- US Business Leadership Network
- Women's Business Enterprise National Council
- The Supplier Clearinghouse
- National Gay & Lesbian Chamber of Commerce
- State and Regional Councils

Our Diversity Partners

- HRC - Human Rights Campaign - America's largest civil rights organization working to achieve lesbian, gay, bisexual and transgender equality.
- GLAD - League of United Latin American Citizens, the largest and oldest civil rights organization empowering Hispanic Americans and building strong latino communities.
- National Urban League - historic civil rights organization dedicated to economic empowerment to elevate the standard of living in historically underserved urban communities.
- 100 Black Men of America, Inc. - endeavors to improve the quality of life of African Americans in the communities it serves.
- APIASE - Asian & Pacific Islander American Scholarship Fund - the nation's largest non-profit organization devoted to providing college scholarships for Asian Americans and Pacific Islanders.
- Catalyst - the leading nonprofit organization with a mission to accelerate progress for women through workplace inclusion.
- Annai - Bowen Foundation for Minority Interests in Media
- National Association for Multi-Ethnicity in Communications (NAMIC)
- The Walter Katz Foundation
- Women in Cable Telecommunications (WICT)
- Boys & Girls Clubs of America
- Habitat for Humanity
- US Business Leadership Network (USBLN)
- National Black MBA Association (NBMBAA)
- National Association of Asian American Professionals (NAAAP)
- Local & Regional Councils
- State & Local Governments

6/2022

DATE: 11/07/2023

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00143699

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
JTRUELOVE

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

TBD - AS ORDERED

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME:		COX LOUISIANA TELCOM, LLC dba Cox Business	
SIGNATURE:		TITLE:	
(Must be signed here)		SALES MANAGER	
PRINT OR TYPE NAME:			
TROY ROUSSEL			
ADDRESS:			
2121 AIRLINE DR			
CITY, STATE:		ZIP:	
METAIRIE LA.		70001	
TELEPHONE:		FAX:	
504 358-6308		()	
EMAIL ADDRESS:			
TROY.ROUSSEL@COX.COM			

TOTAL PRICE OF ALL BID ITEMS: \$ 1,000.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00143699

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	36.00	MO	<p>Three (3) Year Contract for Two (2) Dedicated Fiber Optic Circuits and Eight (8) Internet Routable IP Addresses for the Jefferson Parish First and Second Parish Courts</p> <p>0001 Point to Point 200mb layer 2 Ethernet circuit between</p> <p>First Parish Court at 924 David Dr., Metairie, La 70003 to Second Parish Court at 100 Huey P. Long Ave. Gretna, LA 70053.</p> <p>Optical Fiber delivered into building with at least 85% of all cabling paths for circuits must be underground. Carrier's network must have backup generators at the Distribution and Switching Centers. Circuit must be dedicated, can not be a shared connection, with bandwidth to us at full advertised speed.</p> <p>*****</p> <p>Three (3) Year Contract for Two (2) Dedicated Fiber Optic Circuits and Eight (8) Internet Routable IP Addresses for the Jefferson Parish First and Second Parish Courts</p> <p>*****</p> <p>Jefferson Parish will not pay construction costs.</p>	<p>\$ 590</p>	<p>\$ 590</p>
2	36.00	MO	<p>0002 A 200mb layer 2 Internet circuit to First Parish Court at 924 David Dr.</p> <p>Metairie, LA 70003.</p> <p>Optical Fiber delivered in the building with at least 85% of all cabling paths for these circuits must be underground. Carrier's network must have backup generators at the Distribution and Switching Centers. Circuit must be dedicated, can not be a shared connection, with bandwidth to us at full advertised speeds.</p>	<p>\$ 395</p>	<p>\$ 395</p>
3	36.00	MO	<p>0003 Eight (8) Internet routable IP IP Address (network with 29bit subnet mask) and DNS domin name hosting. Will be hosted on the current ISP Network/Servers</p>	<p>\$ 15</p>	<p>\$ 15</p>

Appendix E Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/15/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Point Parkway Suite 600 Atlanta GA 30338			CONTACT NAME Linda Smith PHONE (INC. No., Ext.) 678-303-5228 FAX (A/C, No.) 678-303-5240 E-MAIL ADDRESS linda_smith@ajg.com			
INSURED Cox Communications, Inc. Cox Communications Louisiana, LLC PO Box 105357 Atlanta GA 30348			INSURER(S) AFFORDING COVERAGE INSURER A National Union Fire Insurance Company of Pittsburg 19445 INSURER B AIU Insurance Company 19399 INSURER C INSURER D INSURER E INSURER F		NAIC #	
COVERAGES		CERTIFICATE NUMBER: 124880627		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURE RETENT <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL3980281	1/1/2023	1/1/2024	EACH OCCURRENCE \$4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$4,500,000 GENERAL AGGREGATE \$30,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA4888803(AOS) CA4888804(VA) CA7281099(MA)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> SELF RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
W	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/EMERITAE EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WCC80880503 (AOS) WCC80880504 (CA) WCC80880505 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Customer RFP or RFI Cox Operation 7850 - CC LOUISIANA B70 # 50-00143699						
CERTIFICATE HOLDER Jefferson Parish, it's district departments and agencies under the direction of the Parish President and Council 200 Derbigny Gretna LA 70053			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

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Cox Communications is committed to creating meaningful moments of human connection through broadband applications and services.

ENDORSEMENT

This endorsement, effective 12.01 A.M. 01/01/2023 forms a part of
policy No. GL 398-02-81 issued to COXENTERPRISES, INC.
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- LIQUOR LIABILITY COVERAGE
- FORM MOTOR CARRIER COVERAGE
- FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

EXTENSION SCHEDULE OF NAMED INSURED

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2023 forms a part of
policy No. CA 488-88-03 issued to COXENTERPRISES, INC.
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- LIQUOR LIABILITY COVERAGE
- FORM MOTOR CARRIER COVERAGE
- FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

EXTENSION SCHEDULE OF NAMED INSURED

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

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