MEDIALINK
TELECOM

Media Link Telecom, LLC
Contract Agreement

Gregory Portland Independent School District

Contract for Lit Fiber Services

FCC Form 470 #210004289

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

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

TERMS AND CONDITIONS

1. The Service, Deployment and Access.

(a) The Services. Subject to and in accordance with the terms and conditions of this Agreement, MEDIA LINK shall provide to CUSTOMER at mutually-agreeable CUSTOMER'S designated locations the Services as defined in Attachment A hereto.

(b) Deployment. MEDIA LINK, its agent(s) or contractor(s) shall schedule deployment meetings with the CUSTOMER. MEDIA LINK shall deploy the MEDIA LINK-owned service Infrastructure. CUSTOMER's appointed representative must be present on a regular basis during deployment to be performed by MEDIA LINK. MEDIA LINK assumes no liability for files, data, or other information that may be lost on CUSTOMER'S computer system during the deployment process and CUSTOMER agrees to hold MEDIA LINK harmless for all such lost files, data and other information. After deployment and during the Term of this Agreement, CUSTOMER shall provide MEDIA LINK with 24x7x365 access to CUSTOMER'S premise(s) to inspect, repair and maintain MEDIA LINK's Infrastructure. Upon termination or expiration of this Agreement, or disconnection of the Services, CUSTOMER shall be obligated to return the Infrastructure to MEDIA LINK or to provide MEDIA LINK with access to CUSTOMER'S premise(s) to recover such Infrastructure as MEDIA LINK in its sole discretion shall decide. MEDIA LINK shall not be held liable for, nor will MEDIA LINK restore or reconfigure the CUSTOMER'S new or existing network components after de-deployment. Even if the Infrastructure (or any portion of the Infrastructure) is or becomes physically attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Infrastructure be deemed to be affixed to or as a part of such real estate. Rather, the Infrastructure is and shall remain MEDIA LINK's personal property. Alternatively, as a common carrier, MEDIA LINK may opt to leave the Infrastructure at the Service Locations. In such event, MEDIA LINK may continue to make any substitutions to or modifications of and maintain the Infrastructure. The Infrastructure shall not be for the exclusive use of the CUSTOMER, but may be used by MEDIA LINK as MEDIA LINK shall decide. Throughout the useful life of the Infrastructure, CUSTOMER shall supply (or cause to be supplied) electricity to that Infrastructure and CUSTOMER grants MEDIA LINK an exclusive, non-revocable license and easement to use those parcels of real property that MEDIA LINK deems necessary to install, operate and maintain fiber optic cable thereon and to place certain buildings or enclosures thereon and such infrastructure as MEDIA LINK determines may be necessary or compatible with the conduct of MEDIA LINK's business. In addition, CUSTOMER grants to MEDIA LINK an exclusive right to deploy transmission cables and lines between the CUSTOMER's property line and the Service Locations in connection with MEDIA LINK's use, maintenance, and operation of the Infrastructure. The license or easement granted shall include and also be classified, and documented if necessary, as a leasehold interest for the limited purpose of MEDIA LINK gaining access to CUSTOMER property to construct, maintain, modify and service MEDIA LINK-owned and/or provided Infrastructure, thus enabling MEDIA LINK to comply with State and local construction laws and contractor requirements. As a common carrier, MEDIA LINK may utilize all of the MEDIA LINK-owned Infrastructure to serve other customers, and for internal communications for the management and maintenance of its network. It is expressly understood that all rights granted to MEDIA LINK under this license are irrevocable until thirty years after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of Services. MEDIA LINK may use the Infrastructure and real property for any activity in connection with the provision of other communication services as MEDIA LINK determines may be necessary or compatible with the conduct of MEDIA LINK's business. MEDIA LINK may make any substitutions to or modifications of the Infrastructure as it determines may be necessary or compatible with the conduct of MEDIA LINK's business. In addition, MEDIA LINK may lease capacity on its Infrastructure to a third party.

(c) **Governmental Approval.** MEDIA LINK shall use commercially reasonable efforts to procure, process,

hours advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 12:01 a.m. to 6:00 a.m. CST time. Notice of other scheduled maintenance outages will be provided to CUSTOMER's designated point of contact by telephone, e-mail, fax, or pager as elected by MEDIA LINK.

(e) **Credit Limit**. In no event shall CUSTOMER's total credits for any calendar month exceed the Monthly Service Fee.

(f) **MEDIA LINK Support**. MEDIA LINK shall, at its option and convenience, repair or replace any Infrastructure not functioning in accordance with MEDIA LINK'S contracted specifications for the Services. MEDIA LINK shall not provide technical support, maintenance, repair or deployment service for CUSTOMER's software, hardware or equipment unless MEDIA LINK, in its sole discretion, agrees to do so in a separate written contract. MEDIA LINK shall provide CUSTOMER support for use of the Services only as, when, and to the extent MEDIA LINK deems appropriate from time to time in its sole discretion. CUSTOMER support will be available on a commercially reasonable basis via telephone, via electronic mail or through Media Link Telecom web portal at http://medialinktelecom.com/contact-us/. Inquiries though the website are directed to the NOC and are monitored 24x7 ("Internet Site"). Emailing Media Link technical support at support@medialinktelecom.com Telephone numbers for such CUSTOMER support are posted on the MEDIA LINK Internet Site and are included in Section 7 of this Agreement. If CUSTOMER'S use of the Services requires that MEDIA LINK visit CUSTOMER'S premises for assistance, repair, deployment or connection, MEDIA LINK shall be entitled to charge CUSTOMER MEDIA LINK's then prevailing labor rates and related costs for each such visit, and CUSTOMER agrees to pay MEDIA LINK such charges. MEDIA LINK does not undertake to correct or repair, and shall have no responsibility for the correction or repair of, software, hardware or equipment that MEDIA LINK does not supply. MEDIA LINK will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the service level standards provided in this Section 2.

(g) **MEDIA LINK Response Times**. MEDIA LINK shall provide a CUSTOMER support service contact point. Loss of Service (LOS) events will be acted upon immediately, with a tech on-site time in less than 2 hours after NOC notification. Cable restoration crews will be on-site within 4 hours of the LOS event and NOC notification

(h) **Indemnification. MEDIA LINK** agrees to indemnify and hold harmless CUSTOMER, and its board members, employees, agents and representatives (collectively, "CUSTOMER Indemnities") against any and all costs, claims, liabilities or expenses that any of the CUSTOMER Indemnities may incur as a result of, or arising out of, or related to MEDIA LINK'S willful, negligent, tortious or criminal acts or omissions. In the event of any claim, which, if true, would be subject to indemnification hereunder, CUSTOMER or the affected CUSTOMER Indemnities shall notify MEDIA LINK and MEDIA LINK shall cooperate in their defense at MEDIA LINK's cost and expense.

3. CUSTOMER'S Obligations.

(a) Payment.

i. *Non-Recurring Charge*. Upon Certification of the deployment of the Infrastructure, MEDIA LINK shall invoice CUSTOMER the applicable percentage of the Monthly Recurring Costs specified in Attachment A, and as dictated by the USAC SPI payment guidelines. CUSTOMER shall pay the Non-Recurring Charge within thirty (30) days of the invoice. If applicable, MEDIA LINK will invoice CUSTOMER on a per site basis until all sites are operational.

ii. *Monthly Service Fee*. MEDIA LINK shall invoice CUSTOMER each month in advance for the applicable percentage of the Monthly Recurring Costs as shown in Attachment A of this Service Agreement, and as dictated by the USAC SPI payment guidelines. CUSTOMER shall pay the Monthly Service Fee within thirty (30) days of the invoice. If applicable, MEDIA LINK will invoice CUSTOMER on a per site basis until all sites are operational.

iii. *CUSTOMER Ultimately Responsible*. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES INCLUDING ANY DISCOUNT AMOUNTS OWED BY USAC.

iv. *Failure To Pay*. If CUSTOMER fails to pay the Monthly Service Fee within thirty (30) calendar days of the due date, MEDIA LINK may impose a late fee or disconnect the Services, or both, in its sole discretion.

v. *Re-connect*. If CUSTOMER disconnects the Services or if CUSTOMER'S Services are disconnected due to nonpayment or other breach of this Agreement, and if MEDIA LINK subsequently agrees to reconnect the Services, CUSTOMER may be charged a fee for

related to: (i) CUSTOMER'S breach of this Agreement or of CUSTOMER'S warranties and representations made herein; (ii) CUSTOMER'S willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of CUSTOMER'S password, name or user name; or (iv) CUSTOMER'S violation of any third party's rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, MEDIA LINK or the affected MEDIA LINK Indemnities shall notify CUSTOMER and CUSTOMER shall cooperate in their defense at CUSTOMER'S sole cost and expense. As part of CUSTOMER'S indemnification obligations, CUSTOMER shall reimburse MEDIA LINK for any costs that MEDIA LINK incurs, including complaint fees charged by jurisdictional authorities, network or service providers, and investigation expenses, due to complaints filed regarding CUSTOMER'S activity (or activity for which CUSTOMER is responsible) in using the Services.

6. MEDIA LINK's Ownership of Service Infrastructure, Hardware and Appurtenances.

a) The Infrastructure, hardware and appurtenances (to include, but not limited to, fiber optic cabling and apertures) to be located on CUSTOMER premises by MEDIA LINK to provide the Services under this Agreement are, and shall remain, the property of MEDIA LINK. The exception to this is listed below in subsection (b). Additionally, such of these items as MEDIA LINK may request shall be returned to MEDIA LINK in good and working condition upon the termination or expiration of this Agreement, or the disconnection of CUSTOMER'S Services. CUSTOMER shall use reasonable care to avoid damaging any and all Infrastructure and hardware components of the MEDIA LINK deployment, and shall not alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same. Additionally, CUSTOMER shall be responsible for all costs of repair or replacement of items returned damaged or in poor working condition due to CUSTOMER's negligence or failure to properly care for said Infrastructure, hardware or appurtenances. MEDIA LINK reserves the right to make modifications to the Infrastructure for purposes of providing services to other entities. In the event that MEDIA LINK elects to leave any Infrastructure on the CUSTOMER's premises after such termination or expiration hereof, Customer and Media Link must mutually agree on the electrical service provided by the customer, or if the CUSTOMER grants MEDIA LINK an exclusive license to maintain and access such Infrastructure for the useful life of same and also agrees to allow MEDIA LINK to purchase electrical service to maintain such Infrastructure at market price for the actual cost of such electrical service used. MEDIA LINK shall continue to maintain all insurances required hereunder during the duration of this exclusive license.

7. Contact Us.

(a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested, or (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.

(b) Billing Information, Questions or Concerns. If CUSTOMER has questions or concerns or simply would like more information about the costs CUSTOMER might incur in using the Services or with CUSTOMER'S particular account, CUSTOMER may contact MEDIA LINK at 1-844-363-3426

(c) General Information. For general information about MEDIA LINK and MEDIA LINK's services, CUSTOMER may visit the MEDIA LINK Internet Site or contact MEDIA LINK at 1-844-363-3426

(d) CUSTOMER Support and Service. For CUSTOMER service and support, CUSTOMER may contact MEDIA LINK via telephone, via electronic mail or via the MEDIA LINK Internet Site. CUSTOMER shall visit the MEDIA LINK Internet Site for up-to-date contact information. Media Link Telecom web portal at http://medialinktelecom.com/contact-us/. Inquiries though the website are directed to the NOC and are monitored 24x7 ("Internet Site"). Emailing Media Link technical support at support@medialinktelecom.com

8. Disclaimers and Limitation of MEDIA LINK's Liability.

(a) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) THE SERVICES, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY MEDIA LINK UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; (ii) THE USE OF THE SERVICES, THE INTERNET, AND ANY SOFTWARE OR INFRASTRUCTURE PROVIDED BY MEDIA LINK IS AT CUSTOMER'S SOLE RISK; AND (iii) ANY

extension is necessary, to make the of this agreement coincide with the "funding year" or implementation period" as defined by E-rate rules.

(c) Termination by CUSTOMER. The parties further acknowledge and agree that if the CUSTOMER terminates this Agreement after the network is deployed, CUSTOMER shall pay MEDIA LINK the cost to de-deploy the MEDIA LINK-owned Infrastructure. In addition, the CUSTOMER shall pay all remaining monthly costs and fees due through the end of the contract Term. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received. CUSTOMER also agrees to not procure services from any other provider which are similar or analogous to services provided under this Agreement for the entire unexpired initial Term of this Agreement.

(d) Termination by CUSTOMER. If MEDIA LINK repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, CUSTOMER may terminate this Agreement by written notice to MEDIA LINK. CUSTOMER shall give MEDIA LINK ninety (90) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that MEDIA LINK commences to cure and diligently pursues cure during that ninety (90) day period, then CUSTOMER may not terminate this Agreement.

(e) Termination by MEDIA LINK. If CUSTOMER breaches this Agreement, and following a minimum thirty (30) day written notice to CUSTOMER, MEDIA LINK reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just cause as provided for by this Agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER the thirty (30) days to cure said cause. In addition, CUSTOMER, shall pay MEDIA LINK the cost to de-deploy the Media Link-owned Infrastructure, and CUSTOMER shall be liable for all remaining monthly recurring costs and fees for the remainder of the Service Term or any then current Extension Term.

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

(g) Termination of Agreement in Order to Seek Alternate Services. In the event that this Agreement is terminated under Section 9(c) or 9(e), CUSTOMER shall not procure services from any other provider which are similar or analogous to the Services provided under this Agreement for the remainder of the Initial or any then in effect Extension Term of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws principles.

11. Mediation. In the event of an alleged breach of this Agreement by MEDIA LINK or CUSTOMER or in the event of any other dispute arising out of this Agreement and involving MEDIA LINK and CUSTOMER such breach or dispute initially shall be submitted to nonbinding mediation prior to the institution of any litigation. The parties agree to utilize the services of a retired judge, or other qualified mediator mutually acceptable to both parties.

12. Miscellaneous.

(a) Entire Telecommunications Service Agreement. The *supplemental terms and conditions* portion of the CUSTOMER's request for proposal (RFP No. 15-15), as provided in Attachment B, is incorporated herein by this reference. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto. For purposes of clarification, with regards to the subject matter hereof, the parties acknowledge that any RFP, including MEDIA LINK's response to the same, is specifically superseded by the terms contained herein.

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

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

(d) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the

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

Gregory-Portland Independent School District	Media Link Telecom, LLC
Michelle Cavazos	Blaine Moreau
Name	Name
Superintendent	Vice President-Operations
Title	Title
mcavazos	
Signature	Signature
2/22/2021	2/12/2021
Date	Date

Attachment B

Media Link Telecom Maintenance Specifications

Media Link Telecom's lit fiber proposal includes all costs associated with maintaining the fiber and NID devices.

- Equipment spares will be made available to local technicians for prompt repair following unscheduled outages.
- Media Link will add the proposed fiber routes to the Texas One Call database immediately upon commencement of construction, listing Media Link Telecom as owner of the facility.
- Media Link Telecom's NOC will monitor, on a 24x7x365 basis, all locate request tickets, and dispatch local field locate technicians to mark the cable as required.
- Media Link will perform, at a minimum, monthly visual inspections of both aerial and OSP facilities, to include handhole lids, lashing and cable marker poles. These reports will be made available to the District. Annual cable testing will be performed by OTDR method and the results made available to the District.
- Loss of Service (LOS) events will be acted upon immediately, with a tech on-site time in less than 2 hours after NOC notification. Cable restoration crews will be on-site within 4 hours of the LOS event and NOC notification.
- In the event of hardware failure, "hot swap replacement" within 24 hours of the reported failure.
- Equipment maintenance, to include filter changing if required, will be performed on a semi-annual basis.
- Firmware updates and other network equipment maintenance will be scheduled in advance with the District.

Priority Level	Criteria	Response Time	MTTR Goal	Ticket Updates
Level 1 "Critical"	a. Total Loss of Service b. Service disruption to the point of where the Customer is unable to use the service	15 minutes to respond to customer with a trouble ticket # and information	Less than 4 hours	Constantly as milestones are met
Level 2 "Major"	Service degraded but usable	15 minutes to respond to customer with a trouble ticket # and information	Less than 4 hours	Constantly as milestones are met
Level 3 "Minor"	A problem that does not impact Service	On an alert from the Customer		As milestones are met

Media Link Telecom, LLC

Response to Request for Proposals

Gregory-Portland Independent School District

RFP filed under FCC Form 470 # 210004289

RFP for WAN Service Proposal for

WCA campus and Food Service Facility

Bid Due:

January 20, 2021

Media Link Telecom, LLC
203 Specialty Lane
Scott, LA 70583
www.medialinktelecom.com

January 20, 2021

Gregory-Portland Independent School District
c/o Andrew Guerra
Director of Instructional Technology
608 College St.
Portland, TX 78374

Subject: Gregory-Portland Independent School District RFP for WAN Service

Dear Mr. Guerra,

Media Link Telecom, LLC is pleased to submit its technical and cost proposal through this transmittal letter to Gregory-Portland Independent School District in response to the above-referenced Request for Proposal (RFP) for WAN Service.

We believe that our response meets the requirements as called out in this RFP, and are excited that we are able to offer the "turn-key" solution you desire.

Please forward any questions regarding this solicitation response to me. My contact information is provided below.

On behalf of Media Link, thank you for giving us the opportunity to respond to this RFP and we look forward to continuing a mutually rewarding partnership.

Sincerely,

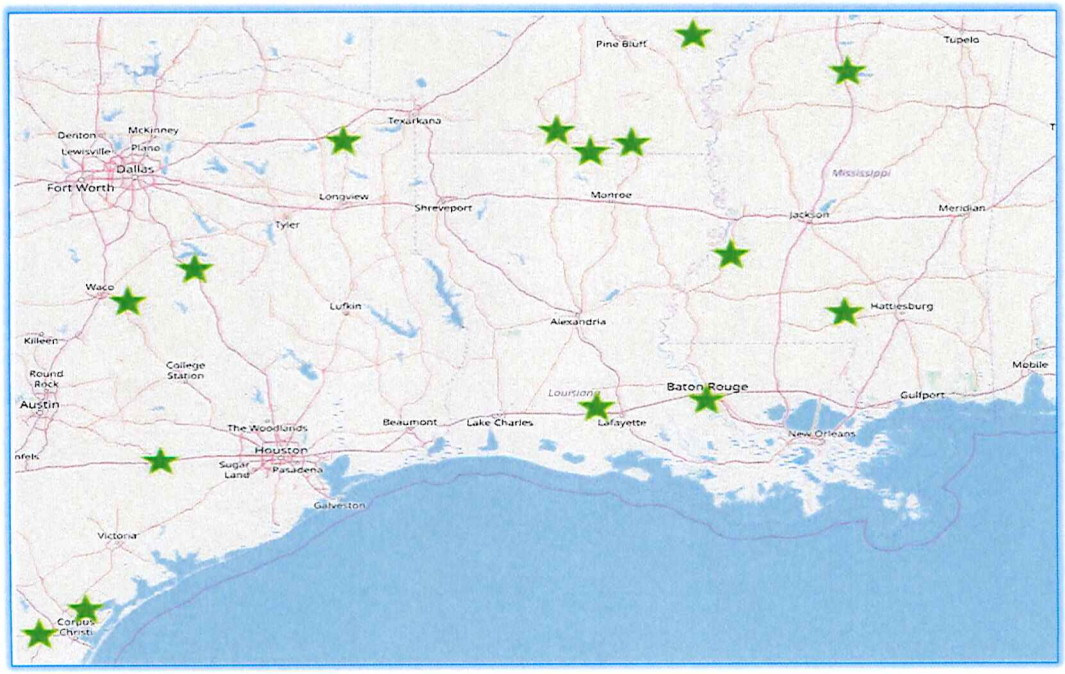
Blaine Moreau

Blaine Moreau
VP Operations
Office: 337-573-0200 l Cell: 337-298-1107
Email: bmoreau@medialinktelecom.com

General Information

Vendor	Media Link Telecom, LLC 203 Specialty Lane Scott, LA 70583 www.medialinktelecom.com Toll Free: 844-363-3426 Local: 337-573-0200 **SPIN # 143049077** Arkansas CLEC No. 3458 **Texas CLEC No. 60969 IXC No IX160006** Louisiana CLEC, ICX and CAP No. TSP00716-A Mississippi CLEC No. TC-123243800 Alabama CLEC No. 32566
Point of Contact	Blaine Moreau VP Operations 203 Specialty Lane Scott, LA 70583 Office: 337-573-0200 ext. 1101 Mobile: 337-298-1107
Principle Place of Business	Scott, LA
Satellite Office(s)	1921 S West Ave, El Dorado, AR – Main Office 49380 Hwy 1072, Franklinton, LA 1603 Rye Road, Shannon, MS 2333 Pollex, Corpus Christi, TX

Media Link Coverage Map



ISD References

Crossett ISD – Lisa Sharp - Crossett, AR
870-364-3112
Media Link is the current Leased Lit Fiber 10Gig WAN service provider for Crossett ISD and is under a 5-year contract with the district. The WAN consists of 6 locations and is 100% wholly owned, new fiber and network equipment.

Robstown ISD – Richard Gonzalez
361-533-4108
Media Link is the current Leased Lit Fiber 10Gig WAN service provider for Robstown ISD and is under a 5-year contract with the district. The WAN consists of 9 locations and is 100% wholly owned, new fiber and network equipment.

Marlin ISD – Adam Lejeune
254-883-2899
Media Link is the current Leased Lit Fiber 10Gig WAN service provider for Marlin ISD and is under a 3-year contract with the district. The WAN consists of 5 locations and is 100% wholly owned, new fiber and network equipment.

Columbus ISD – Lance Portwood
979-732-1393
Media Link is the current DIA and Leased Lit Fiber 10Gig WAN service provider for Columbus ISD and is under a 3-year contract with the district. The WAN consists of 6 locations and is 100% wholly owned, new fiber and network equipment, as well as a 1-Gbps DIA service.

Media Link Telecom is also the Wide Area Network Service Provider for:

- City of Portland – Portland, TX (Municipal Dark Fiber WAN)
- City of Rockport – Rockport, TX (Municipal Dark Fiber WAN)
- City of Harlingen – Harlingen, TX ((Municipal Dark Fiber WAN- Pending)
- Daingerfield ISD – Daingerfield, TX
- University View Academy – Baton Rouge, LA
- Fairfield ISD – Fairfield, TX
- Dewitt Public School District – Dewitt, AR
- Columbia School District – Columbia, MS
- Claiborne County School District – Port Gibson, MS
- Grenada School District – Grenada, MS
- Baldwin School District – Baldwin, MS
- Marion County School District (Self-Provisioned)– Columbia, MS

Proposed Solution(s) 10 Gbps Lit Fiber WAN Solution:

Media Link Telecom is proposing a **10 Gbps point-to-point Ethernet circuit** solution between:

- Gregory-Portland Middle School – HUB (4600 Wildcat Dr.)
  - W.C. Andrews Campus (4015 Moore Ave.)
  - Food Service Facility (200 Fulton)

See attachment for a Route Diagram of the proposed solution.

Lit Fiber Summary and Method of Procedure

- Media Link is proposing to place, via conventional utility construction methods, a single 96-ct, loose-tube, single-mode, single jacket fiber optic cable between the specified endpoints in the locations listed above. *See attached or included WAN Build Proposal.*

- The type of cable will be similar to a Prysmian ExpressLT Dry cable. The method of construction is to be a **100% underground (UG) placement**, with the fiber placed inside a single 1-1/4 HDPE conduit placed by directional bore within the public right-of-way between the locations. All state, parish and local permits will be obtained prior to cable placement.

- The cable will be brought into each building equipment/telco room using either existing or new conduit that Media Link will install as part of this project.

- In each telco room, Media Link will install a rack, or wall mount fiber termination panel (FTP), and each cable will be terminated by fusion splicing SC connectors on each fiber.

- End to End, light level and OTDR readings will be recorded and be made available to the ISD as requested. Red line drawings of individual cable routes will also be furnished, if requested.

- **Media Link will provision and install the equivalent of a Cisco Nexus 3850/Ubiquiti Edge/Mellanox SN2700 in the data center, and a Cisco SG500/Ubiquiti Edge/Mellanox 2010 in each edge location's MDF. The actual platform will be dependent upon districts decision on bandwidth selection and equipment availability. Rack mount power supplies will be installed at each location providing a minimum of 60 minutes of uninterrupted power to the Media Link network equipment.**

- Ethernet testing will be performed, and results made available to the District as requested.

- Management capability to each Media Link NID will installed, and the WAN cut-over time scheduled with the district.

Lit Fiber Maintenance, Network Monitoring, and System Support

- Media Link Telecom's lit fiber proposal includes all costs associated with maintaining the fiber and NID devices.

- Equipment spares will be made available to local technicians for prompt repair following unscheduled outages.

- Media Link will add the proposed fiber routes to the Texas One Call database immediately upon commencement of construction, listing Media Link Telecom as owner of the facility.

- Media Link Telecom's NOC will monitor, on a 24x7x365 basis, all locate request tickets, and dispatch local field locate technicians to mark the cable as required.

- Media Link will perform, at a minimum, monthly visual inspections of both aerial and OSP facilities, to include handhole lids, lashing and cable marker poles. These reports will be made available to the District. Annual cable testing will be performed by OTDR method and the results made available to the District.

- Loss of Service (LOS) events will be acted upon immediately, with a tech on-site time in less than 2 hours after NOC notification. Cable restoration crews will be on-site within 4 hours of the LOS event and NOC notification.

- In the event of hardware failure, "hot swap replacement" within 24 hours of the reported failure.

- Equipment maintenance, to include filter changing if required, will be performed on a semi-annual basis.

- Firmware updates and other network equipment maintenance will be scheduled in advance with the District.

Proposed Solution(s) for Fully Managed Leased WAN with Bandwidth Options of 12 month 10-Gbps for the following locations:

Pricing – 36 months Lit 10 Gig WAN Service

School Location	Contract Length	Bandwidth (WAN)	NRC	Special Const.	MRC
Gregory-Portland Middle School – HUB	12 months	10 Gbps	$0.00	$0.00	$0.00
W.C. Andrews Campus	12 months	10 Gbps	$0.00	$0.00	$299.00
Food Service Facility	12 months	10 Gbps	$0.00	$0.00	$999.00
Total ISD before USAC Discount					**$1,298.00**

Notes:

- Media Link can commit to delivering this network before July 1, 2021.
- This is Stand-Alone Lit WAN pricing and does NOT include the IA pricing to the ISD HUB.
- This is a managed Point-to-Point Ethernet Solution.
- Pricing based on a 1-yr contract with two (2) one-year renewals.
- WC Andrews pricing includes a **85% decrease** in MRC from existing pricing.
- After this build is complete, this WAN will be very nearly ring-protected physically. See Attachment A. Media Link will be working with the City of Portland to complete the ring and will be able to offer a fully ring-protected WAN to both your ISD and to the city.

Proposed Solution(s) for Fully Managed Leased WAN with Bandwidth Options of 12 month 40-Gbps for the following locations:

Pricing – 36 months Lit 40 Gig WAN Service

School Location	Contract Length	Bandwidth (WAN)	NRC	Special Const.	MRC
Gregory-Portland Middle School – HUB	12 months	40 Gbps	$0.00	$0.00	$0.00
W.C. Andrews Campus	12 months	40 Gbps	$0.00	$0.00	$299.00
Food Service Facility	12 months	40 Gbps	$0.00	$0.00	$1,499.00
Total ISD before USAC Discount					**$1,798.00**

Notes:

- Media Link can commit to delivering this network before July 1, 2021.
- This is Stand-Alone Lit WAN pricing and does NOT include the IA pricing to the ISD HUB.
- This is a managed Point-to-Point Ethernet Solution.
- Pricing based on a 1-yr contract with two (2) one-year renewals.
- WC Andrews pricing includes a **85% decrease** in MRC from existing pricing.
- After this build is complete, this WAN will be very nearly ring-protected physically. See Attachment A. Media Link will be working with the City of Portland to complete the ring and will be able to offer a fully ring-protected WAN to both your ISD and to the city.

Technical Support Information

Technical support to the District will be available 24x7x365 by contacting:

- Media Link NOC at toll free 844-363-3426. The NOC is manned by experienced network engineers and technicians responsible for taking trouble calls, deciding best action course, dispatching, or escalating if required.
- Through the Media Link Telecom web portal at http://medialinktelecom.com/contact-us/. Inquiries though the website are directed to the NOC and are monitored 24x7.
- Emailing Media Link technical support at support@medialinktelecom.com.

Following unscheduled network outages, Media Link customers should contact the Media Link Network Operations Center at 844-363-3426.

1. All calls to the Media Link NOC will be immediately issued a ticket number for internal tracking. This ticket number will be given to the customer for follow up calls if required.
2. The following customer information, at a minimum will be asked of the customer:
    - Name
    - Call back number
    - Existing ticket number (if applicable)
    - Location or service, and whether caller is on-site
    - Contract Number (if applicable)
    - Description of outage or trouble
    - Verification of commercial power at the Media Link NID
3. The NOC representative will make a determination as to the most appropriate response to the issue based on network monitoring and caller information. Appropriate escalation to Media Link personnel will be taken as required. Priority Level of the outage is assigned.
4. Response decision will be relayed to the caller for approval or feedback.
5. Ticket updates will be sent to the customer via phone or email during the network outage. The update interval will be discussed with the customer.
6. If the outage is determined to not be customer power related, the NOC will notify Media Link Operations of the outage within 5 minutes of ticket generation.
7. Media Link Operations will decide on a course of action based on the following data:
    - Current weather conditions at customer location. Disaster recovery operations will be initiated following severe weather events.
    - Proximity of digging contractors in the vicinity of Media Link facilities. If it is determined by researching dig requests that a fiber damage has likely occurred, Operations will either dispatch a restoration crew, or contact local assets for assistance. Response time shall be less than 2 hours. Circuit restoration times following OSP damages are controlled by severity, location, and employee safety.
    - Performance and monitoring processes. Spare SPFs, jumpers and other critical telecommunications parts will be made available to local technicians. Availability and access to Media Link equipment will be coordinated with the customer.

Service Level Agreement

Media Link takes pride in providing best of class telecommunication solutions to its customers. This Service Level Agreement ("SLA") covers the local transport area to the Media Link demarcation point including equipment associated with the endpoints such as Ethernet switches and network interface devices. The support plan is designed to provide onsite support response within two (2) hours of notification, 24-hours/day, 7-days/week. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

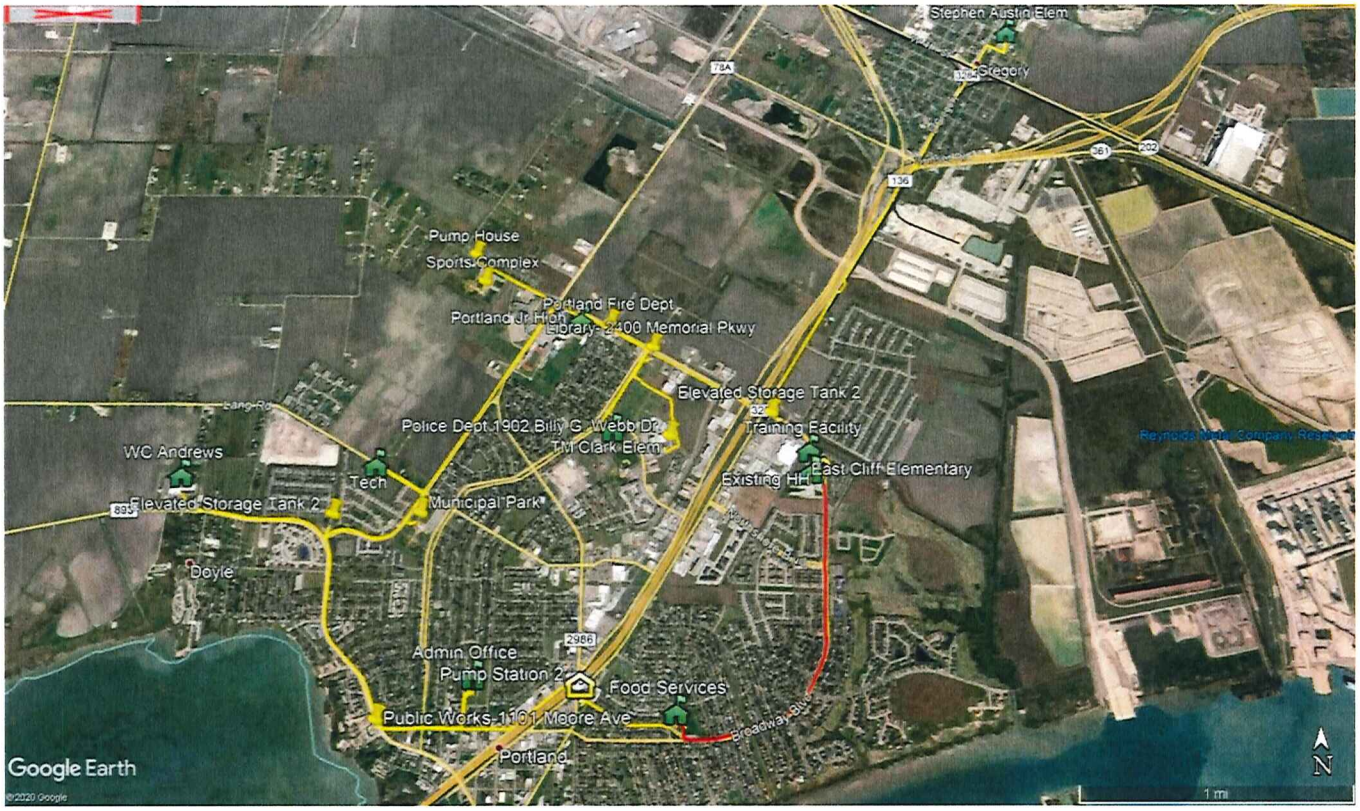
- Network Availability: Media Link shall make all reasonable, commercially responsible efforts to ensure 99.999% availability of the Lit Fiber Service. If a customer detects an interruption, they shall open a ticket with Media Link's Network Operations Center by calling 844-363-3426. At the request of the customer, Media Link will issue a credit to the customer for network outages in an amount equal to one day's worth of the base fee paid by customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such network outages during that particular month.
- **Frame/Packet Loss Commitment:** Media Link network packet loss between designated end-points shall be limited to 0.1 % or less each day except during customer approved maintenance events. Packet loss is measured by standard, industry-accepted methods and measured during the Service Window between designated end-points. Should packet loss exceed 0.1% during a calendar month, Media Link will issue a credit to the customer equal to one day's worth of the base fee paid for that month.
- **Network Latency Commitment:** Media Link's goal is to keep latency on its network to 10 milliseconds or less, as measured by averaging sample measurements between Media Link NIDs. Should latency for a calendar month exceed 10 milliseconds, and upon written request by the customer, Media Link will issue a credit to the customer equal to one days' worth of the base fee paid for that month.
- **Network Jitter Commitment:** Media Link's jitter goal is less than 2 milliseconds one way. Should jitter for a calendar month exceed 2 milliseconds, and upon written request by the customer, Media Link will issue a credit to the customer equal to one days' worth of the base fee paid for that month.
- **Media Link will not limit or throttle the capacity of the circuit at any time for any reason under this agreement.**

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Media Link's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Media Link under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

Confidential & Proprietary - End of Proposal

Attachment A



Note: Red line indicates new build path required to faciliate bring Food Servces onto the existing WAN. Yellow is existing fiber routes.

Federal Communications Commission

Commission Registration System (CORES)

FCC Registration

FRN Financial

Manage FRNs

FRN Financial

Show 10 entries

FRN	FRN Name	Red Light Status
0025424516	Media Link Telecom, LLC	Green Light

Showing 1 to 1 of 1 entries

Go Back

Attachment B

Attachment C

(Gregory Portland Forms)

Bid Proposal Form

Gregory-Portland ISD
G-PISD WAN Services
608 College St
Portland, TX 78374
361-777-1089 opt. 1

Due Date: January 20, 2021
Due Time: 2:00 PM CST

This bid responds to all specifications as contained in the said notice, except that deviations from said specifications are noted on the attached pages.

Summary Pricing: Wide Area Network

Pricing for: X 10 Gbps connection

☐ Other: _____

$ 0.00 Total Implementation Cost (including taxes and fees)

$ 1,298.00 Total Monthly Costs, including any and all lease lines, maintenance contracts or other fees. Of this monthly total $ 1,298.00 is believed to be ERate eligible and $ 0.00 is believed to be ineligible for ERate matching funds.

By signing below, I attest that I am authorized representative/agent and that I am authorized by my signature to bind this company contractually.

Billing Terms 30 days Date January 20, 2021

Vendor's Company Name Media Link Telecom, LLC

Signature Blaine Moreau

Name and Title Blaine Moreau / VP Operations & Engineering

Address 203 Specialty Lane

City/State/Zip Scott, LA 70583

Telephone (337) 575-0200 Fax ( )

Contact Person Blaine Moreau

Contact Phone No (337) 298-1107 Fax ( )

SOQ QUESTIONNAIRE

Re: Gregory-Portland ISD WAN Services Vendor's Statement of Qualifications

Provide the following information in the sequence and format shown in this questionnaire. Supplemental materials providing additional information may be attached. A completed copy of this questionnaire must be submitted by each Vendor submitting a proposal.

1. Firm Information

Name of Firm: Media Link Telecom, LLC

Address of principal office: 203 Specialty Lane Scott LA 70583

Form of Business Organization: LLC

Year founded: 2013

Primary individual to contact: Blaine Moreau

Telephone and Fax of Primary contact: 337-575-0200

Email address of Primary contact: bmoreau@medialinktelecom.com

2. Organization

2.1 How many years has your organization been in the WAN services business in its current capacity? 8 years

2.2 How many years has your organization been in business under its present name? Under what other names has your organization operated? Also, note any predecessor firms and the dates of their existence. 8 years. No other names.

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s). 10/31/2013, LLC, Billy and Tommy Foster.

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner(s).

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

3. EXPERIENCE

3.1 Current Work: List the WAN services projects your organization has in progress, giving the name and location of project, contract amount, percent complete and scheduled completion date. Include name of Owner to which Network Wiring services are provided, and their contact person with phone number. See the response to RFP.

3.2 Work During Last Seven (7) Years: List major WAN services projects undertaken by your organization over the last seven years. For each project provide the name, brief description, size location, cost, completion date. Include name of Owner and their contact person with phone number. Identify who your firm's principals were on the identified projects.

3.3 E-Rate Experience: GPISD participates in the E-rate program and utilizes the discounted invoices, Form 474 SPI reimbursement method for payments. It is expected the prevailing proposer will be able to provide discounted invoices to the district and will collect the balance from the E-rate program. List E-rate funded service projects undertaken by Vendor over the past five years. Include name of Owner to which E-rate funded services were provided, and their contact person with phone number. Vendor's E-Rate SPIN #: 143049077.

3.4 Work by Firm: List the categories of work that your organization normally performs with its own forces. On this Project, what work do you propose to do with your own forces, and what work do you propose to bid to subcontractors? 100% built in-house; purchasing vendor manufactured networking equipment, i.e.; Cisco, Ubiquiti, Mellanox.

3.5 Subcontractor List: List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform. Foster Cable Services - 100% ownership.

3.6 Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

3.6.1 Has your organization ever failed to complete any work awarded to it? If yes, give a detailed explanation. No.

3.6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If so, please explain. No.

3.6.3 Has your organization filed any lawsuits or requested arbitration against an Owner with regard to contracts within the last fifteen years? If so, provide a detailed explanation. No.

3.6.4 Has your organization had any lawsuits or arbitration proceedings filed against it by an Owner within the last fifteen years? If so, provide a detailed explanation. No.

3.6 Failure to Complete Contracts: Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If so, provide a detailed explanation. No.

4. Financial Information: Will you provide a financial statement and other relevant financial information if requested by the Owner after receipt of SOQs? (Do not include such information with the SOQ). Yes.

5. Other Items for Consideration

a. Personnel: Given the scope and schedule of the project, identify the specific Project Managers and Job Site Superintendents who would work on the project. Provide a resume and references with phone numbers for each individual. Overall - Blaine Moreau 337-298-1107. Network installation manager - Josh Harry 870-315-0321. Resumes attached.

b. Local Participation: What work do you expect to be performed by Local Firms? What is the estimated percentage of the total Project Cost that will be provided by Local Firms? Assume that such firms are located within 20 miles of Portland, Texas. Emergency restoration (cuts) by MasTec from Corpus and Emergency Network support (OTDR) by Absolute Comm from Corpus.

c. Responsible Firm(s): Which Firm or Firms will be responsible for this contract if so awarded?

1. Firm Name: Media Link Telecom, LLC
Responsible as X Prime Contractor __Partner __Joint Venture __Other
QUESTIONNAIRE SIGNATURE(S)

All portions of this Statement of Qualifications are true and correct. The undersigned is authorized to sign for and legally bind the Respondent.

The undersigned authorizes Gregory-Portland Independent School District and its agents and representatives to contact any firm, organization, or person discussed in this Statement of Qualifications regarding the Respondent's performance, financial condition and other information regarding the Respondent's Capability.

Blaine Moreau
(Signature of Authorized Signing Officer)

(Affix Corporate Seal If a Corporation)

Blaine Moreau
(Printed Name)

VP Operations & Engineering
(Title)

01/18/2021
(Date)

Reference Request Form

All vendors are required to provide a minimum of three (3) references as part of your bid submittal for similar projects in Texas in the last three (3) years. Failure to provide references will cause your proposal to be rejected as non-responsive.

Name of Firm: City of Portland

Firm Address: 1902 Billy G Webb Portland, TX 78374

Contact Person with Phone # Terrell Elliot 361-777-4830

Project Description City-wide WAN build connecting 7 municipal locations; 12 fibers ea with maintenance and monitoring; 100% uptime to date.

Name of Firm: Fairfield ISD

Firm Address: 615 Post Oak Rd., Fairfield TX

Contact Person with Phone # Arland Thill 903-389-2532

Project Description 10Gbps WAN fibert built for the district including mantenance and monitoring. 100% uptime to date.

Name of Firm: Robstown ISD

Firm Address: 801 N.1st St., Robstown, TX 78380

Contact Person with Phone # Richard Gonzales 361-533-4108

Project Description 10 Gbps WAN fiber build for the district including mantenance and monitoring. 100% uptime to date.

NOTE: Please see response for other Media Link WAN locations and summaries.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Blaine Moreau

Signature of vendor doing business with the governmental entity

01/18/2021

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

FELONY CONVICTION NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states, "a person or business entity that enters into a contract with a School District must give **advance notice** to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The District must compensate the person or business entity for services performed before the termination of the contact.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name Media Link Telecom, LLC

Authorized Company
Official's Name (please print) Blaine Moreau

A. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official Blaine Moreau Date: 01/18/2021

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s)_____

_____

Details of Conviction(s)_____

_____

Signature of Company Official_____ Date: _____

C. My firm is a publicly owned, Stock-exchange Corporation; therefore, this reporting requirement is not required.

Signature of Company Official_____ Date: _____

NON-COLLUSION STATEMENT

STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

BEFORE ME, the undersigned authority, on this day personally appeared Blaine Moreau known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the manager, secretary or other agent or officer of the principal of the Bidder or Proposer ("Bidder") in the matter of the bids or proposals to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to propose or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at a any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/proposal.

Affiant (Contractor)

Blaine Moreau
Printed Name

VP Operations
Title

Media Link Telecom, LLC
Company

Subscribed and sworn to before me,
this, 18th day of Jan, 2021

Notary Public

My Commission Expires at death

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (___.36)

Vendor Name Media Link Telecom, LLC

Authorized Company Official's Name Blaine Moreau

Signature of Company Official Blaine Moreau Date 01/18/2021

Vendor E-mail Address bmoreau@medialinktelecom.com

Vendor Telephone Number 337-575-0200

CONTRACT ADDENDUM
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Effective September l, 2017, Texas Legislature House Bill 89 was signed into law May 2. 2017 requiring all contracts between a governmental entity and a company for goods and services to include a signed verification by the company of the following:

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

"Bovcott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a who)Jy owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Governmental Entity" means a state agency or political subdivision of this state.

"Political subdivision" means:

(A) a county;
(B) a municipality;
(C) a public school district; or
(D) a special-purpose district or authority

Signed and Verified By:
Company Name

Blaine Moreau Date: 01/18/2021

(Name) Blaine Moreau
(Title) VP Operations & Engineering