



## Summit Broadband - Service Order Form

## I. General Information

Account Name	CareerSource Central Florida	Issue Date	10/13/2021	Salesperson	Martin Clemmons
Account Telephone	407-531-1222	FEIN #	59-3396497	Sale Type	New

## II. Customer Information

Customer Contact	Steven Nguyen	Address (Service)	390 North Orange Avenue, Suite 700
Telephone	407-531-1222 Ext 2053	Cell	
Email	SNguyen@careersourcecf.com	City, State, ZIP (Service)	Orlando, FL, 32801

## III. Billing Information

Legal Name	Central Florida Regional Workforce Development Board, Inc.	Address (Billing)	390 North Orange Avenue, Suite 700
Billing Contact	Carol Sierra	Telephone	659-206-4722
Email	csierra@careersourcecf.com	City, State, ZIP (Billing)	Orlando, FL, 32801

## IV. General Order Information

Customer Requested Due Date	TBD	Internet	Yes	Video	No	Voice	No	Transport	Yes	Term (Months)	36	Expedite	No
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## V. Pricing Information

Service	Product	Configuration	Quantity	MRC	NRC
Internet	APEX – Internet for 5 Branch Locations	200 Mbps	5	\$3,495.00	
Internet	APEX – Internet for 390 N. Orange Ave	1 Gbps	1	\$1,199.00	
Internet	SD-WAN Solution for 7 locations		7	\$2,100.00	
Internet	LTE Backup for 7 locations		7	\$385.00	
Internet	Redundant SD-WAN Equipment for HQ		1	\$67.00	
Internet	IP Address Block	/30	6		
TOTALS				\$7,246.00	\$0.00

## VI. Circuit Information

A Location			Z Location		
Site Name	CareerSource Central Florida HQ		Site Name		
Address	390 North Orange Avenue, Suite 700		Address		
City, State, ZIP	Orlando, FL, 32801		City, State, ZIP		
Site Contact	Steven Nguyen		Site Contact		
Telephone	407-531-1222 Ext 2053	Cell	Telephone		Cell
Email	SNguyen@careersourcecf.com		Email		

## Notes:

A. Customer is responsible for providing conduit from property boundary to telecommunications equipment room. Unless otherwise noted, all premises will be connected via optical fiber.
B. Customer to supply, at a minimum, 2' X 4' wall space, or rack space in each equipment room to accommodate Summit Broadband's equipment, including 120v AC dedicated 20 Amp circuit.
C. For services other than internet access, MRC does not include applicable taxes or surcharges.
*D. No more than once a year, Summit Broadband shall have the right to increase the MRC for video carriage costs incurred by Summit Broadband.
E. Special Provisioning Instructions, Remarks, Engineering Notes and Description of Incidental/Expedite/Other Charges may be included and attach in Schedule A if Applicable.
F. Unless otherwise noted in the Service Order Form, Customer is responsible for owning and managing their own internet router and any internal cabling runs required for services to operate past the demarcation point on customer's LAN.
G. All support and services will be managed and monitored 24x7x365.

## VII. Terms and Conditions

- Pricing is valid for thirty (30) days from issue date and is subject to Customer credit approval.
- Customer acknowledges and agrees that third party circuits and cross-connects are subject to change, and Customer agrees to accept any such charge or adjustment in charges solely on a pass-through basis.
- Any third-party provider terms and conditions involved with this Service Order Form are that of the third-party provider. Any information desired by Customer must be requested in writing.
- This Service Order Form is subject to the terms and conditions of the Services Agreement or other underlying agreements including master services agreements (as applicable, the "MSA") which can be found at <https://www.summit-broadband.com/disclaimers/> and is subject to change.
- Upon expiration of the Term, this Service Order Form shall automatically renew on a year-to-year basis at then current rates until such time as Summit or Customer provides written notice no more than 30 days prior to the end of the then current term.

Pamela Nabors

Customer Name (Print)

James Lamb

Summit Broadband Representative (Print)

*Pamela Nabors*  
 Digitally signed by Pamela Nabors  
 10000244063340F...

Authorized Signature

President and CEO

Title

Vice President

Title

11/2/2021

Date

11/4/2021

Date

**Schedule A**

**SECTION V. Pricing Information (cont.)**

*C. Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental / Expedite / Other Charges*

\*Item D of Section VI is not applicable.

\*Item 5 of Section VII (Terms and Conditions) – the auto renewal provision will not be in effect. The term of the proposed rate is an initial three (3) years, plus two (2) one (1) year renewals at CareerSource Central Florida's discretion.

**Service by Location:**

Orlando Colocation 100 W. Lucerne Circle, Suite 201, Orlando, FL 32801 – SD-WAN, LTE Failover

Leesburg Branch 9909 U.S. Hwy 441, Building M#29, Leesburg, FL 34788 – 200MB, SD-WAN, LTE Failover

Kissimmee Branch 1800 Denn John Lane, CIT Building, Suite 300, Kissimmee, FL 34744 – 200MB, SD-WAN, LTE Failover

Sanford Branch 1209 West Airport Boulevard, Sanford, FL 32773 – 200MB, SD-WAN, LTE Failover

Orlando Branch 5784 S. Semoran Boulevard, Orlando, FL 32822 – 200MB, SD-WAN, LTE Failover

Ocoee Branch 9401 W. Colonial Drive, Ocoee, FL 34761 – 200MB, SD-WAN, LTE Failover

Orlando HQ 390 North Orange Avenue, Suite 700, Orlando, FL 32801 – 1 GB, SD-WAN, SD-WAN Redundant Equip, LTE Failover

**See Attachment A, CSCF CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES**

***Technical specifications and scope of work details are governed by Summit Broadband's final response to RFP Number WAN-21-0172, negotiated and agreed to by both parties on 10/28/2021***



### **CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

#### **I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

#### **II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)**

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

**IV. ACCESS TO RECORDS**

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

**V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**VI. PROVISION AGAINST ASSIGNMENT**

~~Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.~~

Initials by CareerSource Central Florida: 

Initials by Contractor: 

**VII. DAVIS-BACON ACT**

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

**VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**IX. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.



**X. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

**XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**XIII. ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

**XIV. ENVIRONMENTAL STANDARDS**

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

**XV. INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

**XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

**XVII. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

**XVIII. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. ~~Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.~~
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded ~~Non-appropriations. In the event no funds are appropriated for this Agreement, CareerSource has the right in future fiscal years to terminate this contract without penalty.~~
3. ~~The Board may unilaterally terminate this modified agreement at any time that it is determined that:~~
  - a. ~~Contractor fails to provide any of the services it has contracted to provide; or~~
  - b. ~~Contractor fails to comply with the provisions of this modified agreement; or~~
  - c. ~~Such termination is in the best interest of the Board.~~

Either Party may terminate this modified agreement if the other party fails to comply with any of the provisions of this modified agreement and/or any of the party's obligations thereunder (i.e., the defaulting party). In the event either Party is in default, the non-defaulting party shall provide an initial written notice to the non-defaulting party alleging such default. The defaulting party shall have thirty (30) days from the day of receipt of such written notice of alleged default to cure the alleged default provided that such default is within the control of the defaulting party. If the alleged default is within the control of the defaulting party and said default is not cured within thirty (30) days, the non-defaulting party shall have the right to terminate this modified agreement by providing the notice of termination as referenced hereinabove. If the alleged default is not within the control of the defaulting Party and if such default is not cured within sixty (60) days, then the non-defaulting Party may terminate this modified agreement by providing the notice of termination as referenced hereinabove.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In the event a Party breaches and/or violates the modified agreement, the other party shall have the right to use all applicable administrative, contractual or legal remedies that are allowed by law to provide for such ~~sans~~ sanctions and penalties as may be appropriate.

Initials by CareerSource Central Florida: BW

Initials by Contractor: JK

**XIX. COMPLIANCE WITH TANF**

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

**XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or

research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

#### **XXI. PUBLIC ENTITY CRIMES**

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **XXII. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

#### **XXIII. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

#### **XXIX. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

#### **XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

#### **XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

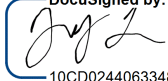
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

James Lamb

Vice President

Printed Name and Title of Authorized Representative

DocuSigned by:  
10CD0244063348F...

Signature of Authorized Representative

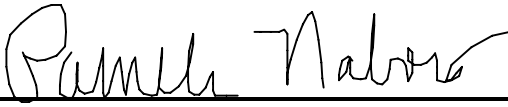
Summit Broadband Inc

Organization/Business Name

11/4/2021

Date

Approved by:



Pamela Nabors  
President and CEO  
CareerSource Central Florida  
11/2/2021  
Date



## Response to Telecom Services / Wide Area Network - RFP

RFP Number WAN-21-0172  
Final negotiated response between  
both parties on 10/28/2021

Prepared For:  
CareerSource Central Florida  
Date: August 11, 2021

Proposed By:  
Summit Broadband  
Martin Clemmons | Enterprise Account Director  
4558 35<sup>th</sup> St. Orlando, FL 32811  
407.815.1643

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Tab 1:

Cover Letter and Mandatory Forms Information





**CareerSource Central Florida**

**390 N Orange Ave. Ste 700  
Orlando, FL 32801**

Telecommunications WAN Services – RFP; WAN-21-0172

Date: August 11, 2021

Summit Broadband is pleased to submit a comprehensive proposal to CareerSource Central Florida that displays our unique solution: a purpose-built and scalable network that will meet the need for the requested WAN services. While we have created solutions based on the specifications outlined in the request for proposal, Summit Broadband invites the conversation with CareerSource Central Florida to ensure the solution that is created, is custom tailored to your needs. We believe our collaboration with CareerSource Central Florida will truly provide an outstanding experience and a future proof solution, as your needs evolve.

CareerSource Central Florida would be well served by choosing Summit Broadband as we have built custom tailored solutions for clients throughout Florida like Loews Hotels, Nemours, NCH Healthcare and the Collier County Board of County Commissioners. It is with great pride that Summit Broadband is a Florida based company. When support is needed, CareerSource Central Florida will reach someone right here in the great state of Florida.

Summit Broadband is owned by Grain Management, a minority owned private equity firm who for the last 15 years has solely invested in telecom companies across the United States and their founder, David Grain, worked in the industry for decades prior to founding the company. Here are some statistics on Grain Management:

- Grain Management currently has over \$4B in assets and are growing quickly
- Grain has a total network encompassing more than 20,000 route miles of fiber across 36 states
- Grain has invested significant capital in Summit to enhance the network and portfolio of services
- While many telecom companies are shrinking, Summit Broadband is growing thanks to Grain Management

CareerSource Central Florida would be supported by the following key members of Summit Broadband:

**Main Contact:**

**Martin Clemmons** / Enterprise Account Director  
4558 35<sup>th</sup> St. Orlando, FL 32811  
O: 407.815.1643  
M: 309.660.1295  
[martin.clemmons@summit-broadband.com](mailto:martin.clemmons@summit-broadband.com)

**Project Manager:**

**Debra Ralston** / Commercial Installation Coordinator  
4558 35th Street, Orlando, FL 32811  
[Debra.Ralston@summit-broadband.com](mailto:Debra.Ralston@summit-broadband.com)

At Summit Broadband, CareerSource Central Florida will receive more than just the Account Director and Project Manager. Summit is proud to provide an entire support team from Solutions Architect to our CEO. We all are engaged to serve our customers! Below please find a list of principles and representatives who are authorized to make representations for the Proposer, along with their titles, addresses, email addresses and telephone numbers.

**Kevin Coyne** / Chief Executive Officer  
4558 35th Street, Orlando, FL 32811  
kevin.coyne@summit-broadband.com  
M. 678.591.6683

**Daniel Hakker** / Chief Revenue Officer  
4558 35th Street, Orlando, FL 32811  
daniel.hakker@summit-broadband.com  
O. 407.996.7203 / M. 631.553.0890

**Bill Lean** / Director, Solution Architecture and Product  
4558 35th Street, Orlando, FL 32811  
blean@summit-broadband.com  
M. 407.595.7329 / O. 407.996.1149

**Jim Lamb** / Vice President, Enterprise Sales  
4558 35th Street, Orlando, FL  
James.Lamb@summit-broadband.com  
O. 239.319.151 / M. 234.269.7313

**Randall Covard** / VP, Legal & HR  
4558 35th Street, Orlando, FL 32811  
randall.covard@summit-broadband.com

**Petra O'Neill** / Corporate Counsel  
4558 35th Street, Orlando, FL 32811  
petra.oneill@summit-broadband.com  
O. 407.996.7166 / M. 561.801.8668

**Eric George** / Solution Architect-CFL  
4558 35th Street, Orlando, FL 32811  
Eric.George@summit-broadband.com  
M. 407.988.5683

**Charles Maris** / Director, Sales – CFL  
4558 35th Street, Orlando, FL  
Charles.Maris@summit-broadband.com  
O. 407.815.1645 / M. 4

Respectfully,



**Daniel Hakker**, Chief Revenue Officer  
Daniel.Hakker@Summit-Broadband.com  
O. 407-996-7203 / M. 631-553-0890

**Name of Respondent:** Summit Broadband**Business Address:** 4588 35<sup>th</sup> Street, Orlando, FL 32811**Phone:** 833.562.1127**Fax:****Years in Business:** 27**DUNS Number:** 021517415 **FEIN Number:** 26-4656527

Name, title, and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:

**Name and Title:** Daniel Hakker - Chief Revenue Officer**Phone:** 407.996.7203 **Fax:** **Email:** Daniel.Hakker@Summit-Broadband.com

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.

DocuSigned by:

Daniel Hakker

19BFC0E2A33E415

Signature of Authorized Representative

8/11/2021

Date

Daniel Hakker

CRO

Printed Name and Title

**Proposer's Name:** Daniel Hakker



## Attachment D – Configuration by Location

Location	Time required for installation	Internet Provider 1 & Speed	Internet Provider 2 & Speed	Total Usable Speed	Hardware used for SD-WAN	Routing Protocol Supported	Service Level Agreement
Orlando (Colocation)	90 Days	Colo Solutions 1GB	Cradlepoint LTE 40MB-60MB	1GB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C
Leesburg	90 Days	Summit Broadband 200MB	Cradlepoint LTE 40MB-60MB	200MB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C
Kissimmee	90 Days	Summit Broadband 200MB	Cradlepoint LTE 40MB-60MB	200MB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C
Sanford	90 Days	Summit Broadband 200MB	Cradlepoint LTE 40MB-60MB	200MB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C
Orlando (Semoran)	90 Days	Summit Broadband 200MB	Cradlepoint LTE 40MB-60MB	200MB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C
Orlando (Orange Ave)	90 Days	Summit Broadband 1 GB	Cradlepoint LTE 40MB-60MB	1GB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C
Ocoee	90 Days	Summit Broadband 200MB	Cradlepoint LTE 40MB-60MB	200MB/40MB-60MB	VMware VeloCloud Edge 620	EIGRP	Refer to appendix C

## Pricing by Location

	Services		Notes/ options
	Details	Pricing	
Orlando - Colo Solutions	SD-WAN & LTE	\$355	1Gbps FIA provided by Colo Solutions
Leesburg	200 Mbps FIA, SD-WAN & LTE	\$1,054	Summit dedicated fiber circuit
Kissimmee	200 Mbps FIA, SD-WAN & LTE	\$1,054	Summit dedicated fiber circuit
Sanford	200 Mbps FIA, SD-WAN & LTE	\$1,054	Lumen provided fiber access circuit
Orlando - Semoran	200 Mbps FIA, SD-WAN & LTE	\$1,054	Summit dedicated fiber circuit
Ocoee	200 Mbps FIA, SD-WAN & LTE	\$1,054	Lumen provided fiber access circuit
Orlando - HQ	1 Gbps FIA, SD-WAN & LTE	\$1,554	Summit dedicated fiber circuit
Orlando - HQ Redundant Equipment	Redundant SD-WAN Equipment	\$67	
36 Month MRC		\$7,246	

Proposer's Name: Summit Broadband

Reference CSCF Contract Control # 21EN7124  
Reference CSCF Contract Control # 21EN7124

**RELATIONSHIP DISCLOSURE FORM**

*This form must be completed by the respondent. In the event any information provided on this form should change, the respondent must file an amended form on or before the date the item is considered by CareerSource Central Florida.*

**Part I****INFORMATION ON RESPONDENT:**Legal Name of Respondent: Daniel Hakker

Business Address (Street/P.O. Box, City and Zip Code):

4588 35<sup>th</sup> Street, Orlando, FL 32811Business Phone 407.996.7203

Facsimile \_\_\_\_\_

**Part II**

**IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE CENTRAL FLORIDA  
PRINCIPAL? \_\_\_\_ YES X NO**

**IS ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL AN EMPLOYEE OF  
RESPONDENT?**  
**\_\_\_\_ YES X NO**

**IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE CENTRAL FLORIDA  
PRINCIPAL?**  
**\_\_\_\_ YES X NO**

**IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE CENTRAL  
FLORIDA PRINCIPAL?**  
**\_\_\_\_ YES X NO**



If you responded "YES" to any of the above questions, please state with whom and explain the relationship: \_\_\_\_\_

(Use additional sheets of paper if necessary)

### **Part III**

#### **ORIGINAL SIGNATURE REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Central Florida awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Respondent \_\_\_\_\_

*Daniel Hakker*

Date: 8/11/2021

Print name, title of person, and organization name of individual completing this form:

Daniel Hakker

Chief Revenue Officer

Document pages 10-16 has been altered by Negotiations; see Attachment A, CSCF CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES within fully executed contract.

DocuSign Envelope ID: 99C768D1-5FE1-46E9-B615-79E9D5CF4A0C

## **ATTACHMENT "C"**

### **CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where CONTRACTOR has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

By signing the agreement, VENDOR is providing the assurances and certifications as detailed below:

#### **I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR 98).**

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above, and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

#### **II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).**

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and

submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

### **IV. ACCESS TO RECORDS**

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

### **V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR**



Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **VI. PROVISION AGAINST ASSIGNMENT**

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

#### **VII. DAVIS-BACON ACT**

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

#### **VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

#### **XI. AMERICAN WITH DISABILITIES ACT**

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities, in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

#### **X. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### **XI. CONFLICT OF INTEREST/STANDARD OF CONDUCT**

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political

gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

## **XII. CLEAN AIR/CLEAN WATER/SOLID WASTE DISPOSAL ACT**

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

## **XIII. ENERGY EFFICIENCY**

CONTRACTOR SHALL COMPLY WITH MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE OF FLORIDA'S ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (PUBLIC LAW 94-163).

## **XIV. ENVIRONMENTAL STANDARDS**

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

## **XV. INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

## **XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

#### **XVII. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one-year period at the end of this contract.

#### **XVIII. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Contractor fails to provide any of the services it has contracted to provide; or
  - b. Contractor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.



In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

#### **XIX. COMPLIANCE WITH TANF**

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

#### **XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

#### **XXI. PUBLIC ENTITY CRIMES**

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **XXII. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education, or library services on a routine or regular basis, to children up to age 18.

**XXIII. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

**XXIX. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Randall Covard

Vice President - Legal and HR

Name and Title of Authorized Representative

Digitally signed by

Randall Covard

Signature of Authorized Representative

Summit Broadband

Organization/ Business Name

8/10/2021

Date



## Tab 2: Proposer's Experience and Qualifications





## Company Summary

At Summit Broadband we are dedicated to community involvement and development in the markets we serve. Our strategy is to collaborate with community clients and partners to create blueprints for our clients that feature customized solutions that enable everyone to be connected.

Most service providers cannot offer this holistic approach as they only serve commercial institutions due to a lack of products, capital, or a local presence to connect the entire community. Our fiber-based products serve government, commercial, and educational institutions, as well as residential and hospitality industries, where we are deploying leading technologies such as IPTV, XGSPON/10G to the home, UCaaS and SD-WAN all on our wholly- owned fiber infrastructure.

Specific to the needs for CareerSource Central Florida, Summit Broadband, our assets, and resources are in a unique position to provide the services required at a competitive pricing structure. All of this while also including a local account team and resources unlike any other provider in town.

As a fiber-based provider, CareerSource Central Florida would gain the advantages of Summit Broadband by being able to grow capacity as needed without a forklift of carrier infrastructure. Summit Broadband would provide a purpose-built fiber network to go above and beyond the needs of CareerSource Central Florida providing both physical and logical, upstream diversity as required.

## Fiber-focused. Florida based.

Our flexibility to cater to government, education, residential, commercial, and wholesale customers, whether through a la carte offerings or custom solutions, provides us with a strategic advantage for a serving a variety of customers. Through various avenues of growth, we are positioned to remain a leading provider to Florida municipalities, businesses, and consumers into the future

A core value of Summit Broadband and Grain Management is to deliver an outstanding customer experience.

- We not only provide solutions that future-proof clients for technological advancements but also invest in the community and deliver leading-edge technologies at affordable prices.
- We believe leveraging technology access and advancements in local communities can play an integral role in the advancement and growth for our area.

Locally, we serve some very high-profile clients within the Central Florida area including the local governments, school districts, hospitals, and many large hospitality organizations. Additionally, in March of this year, Summit Broadband was awarded all 97 locations for the Lee County School District providing Internet and Wide-Area Network Services to the district. The press release has been included for CareerSource Central Florida to review in Appendix B.

## Company Overview & Qualifications

Since 1994, then operating as Orlando Telephone Company, Summit Broadband has continued to grow via acquisitions and organically as we build and extend our fiber footprint in Florida. Please see below for additional information regarding the Summit Broadband organizations.

- Years in Business – 27
- Main Address – 4558 35<sup>th</sup> St, Orlando, FL 32811
  - Other locations throughout Florida
- Current number of employees: 265
- Website: [www.summit-broadband.com](http://www.summit-broadband.com)
- Registered with Florida Department of State under document P09000032045
- Safety: Summit Broadband strives to comply with relevant federal and state occupational health and safety laws, and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.
- Drug Free Workplace: Summit Broadband recognizes alcohol and drug abuse as potential health, safety, and security problems. Summit Broadband expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this Drug Free Workplace Policy is a condition of employment. Any violator of this policy will be subject to disciplinary action, up to and including termination of employment.
- Summit Broadband maintains a rigorous background and training process for all new hires to ensure all employees are in alignment with appropriate prescreening requirements.

The following pages represent the Staff Organizational Chart & Key Individuals who would be engaged with CareerSource Central Florida on this project.



## Summit Account Team – CareerSource

### Account Management Team

Responsible for Implementation, day-to-day management and health of the business relationship between CareerSource Central Florida and Summit Broadband. All members of the Summit Broadband team from Account Director to Customer Installation are based in the State of Florida. Included are available links to personnel information via their respective LinkedIn profiles which includes applicable certifications and prior work histories respectively.

**Account Director:** Martin Clemmons will be the dedicated Account Director with the appropriate authority to act on behalf of Summit Broadband in proactively resolving CareerSource Central Florida's issues within the awarded vendor's hierarchy, to include resolution of billing issues; escalation and resolution of unplanned network outages; etc. Martin brings over 15 years of telecommunications experience to the table and is very well-equipped to deliver the best possible customer experience to CareerSource.

<https://www.linkedin.com/in/martinclemmons/>

**Sales Director:** Charles Maris joined Summit with 17 years in the telecommunications industry including more than 10 successful years with Bright House Networks/Spectrum, where he held numerous sales leadership positions.

[linkedin.com/in/charles-maris-mba-523a276/](https://www.linkedin.com/in/charles-maris-mba-523a276/)

**Outside Plant Manager:** Richard Fallon and his team will lead construction and build efforts in support of CareerSource Central Florida's network deployment efforts. Richard has been with Summit since October, 2015 where he has also serves as our Senior Director of OSP & Commercial Services. Prior to joining Summit, Richard spent almost 15 years as a Tech Ops Manager.

[linkedin.com/in/fallon-richard-55829985/](https://www.linkedin.com/in/fallon-richard-55829985/)

**Service Delivery Manager:** Tim Brodie is CIC supervisor and provides day-to-day support, as well as a critical escalation point for the project in an ongoing capacity. Tim has been with Summit since 2009, serving in a variety of customer support and service delivery roles.

[linkedin.com/in/timothy-brodie-1064385a](https://www.linkedin.com/in/timothy-brodie-1064385a)

**Director, Solution Architecture and Product:** Bill Lean has been with Summit for 11 years, serving as a Project Manager, OSP Engineering Manager and Solutions Architect prior to his promotion to Director last year.

[linkedin.com/in/williamlean](https://www.linkedin.com/in/williamlean)





**Chief Revenue Officer:** Dan Hakker joined Summit Broadband in June 2020 after almost 11 years with Windstream, where he served as a top performing business executive with experience in leading sales, operations, and training organizations through transformation. A focus on systematic business process and data analytics in conjunction with the art of sales has delivered a track record of consistent, positive results.

[linkedin.com/in/dan-hakker-8a264912](https://www.linkedin.com/in/dan-hakker-8a264912)

### Customer Implementation Coordination Team (CIC)/Project Management:

Summit's in-house team of customer implementation specialists and project management experts will coordinate all service delivery aspects for the project.

Key leadership personnel leading the CIC/PM teams are:

- Debora Ralston, Senior Director of Service Delivery  
[linkedin.com/in/debraralston](https://www.linkedin.com/in/debraralston)
- Tim Brodie, Manager of Service Delivery

### Customer Service Center (CSC)

The CSC team is responsible for creating trouble tickets, event identification and Resolution for our commercial customers.



## Who We Are

Since 1994, Summit Broadband has been a leading owner and operator of fiber-optic infrastructure in Florida. The company owns and operates its own fiber-optic networks, with a reach of more than 2,700 fiber route miles, serving multiple industries and communities throughout its territory.

## THE SUMMIT BROADBAND DIFFERENCE

- 100% of the 2,700+ fiber route miles in Central and Southwest Florida are wholly owned by us
- Headquartered in Florida, including our call center representatives
- 24/7/365 Customer Support
- State-of-the-art fiber optic network means more reliability and security than traditional copper wire for network deployment and service delivery
- Up to 100 Gbps commercial speeds

## Flexible, Nimble & Local

Summit Broadband provides data, voice, video and high-speed internet services to commercial and residential customers, as well as Ethernet and dark fiber transport to enterprise and carrier customers. We service customers across all verticals and segments and pride ourselves on strategic competencies in key Florida industries such as Fortune 500 companies, governments, hospitals, and universities.

Additionally, the largest national service providers trust our network and expertise for mission-critical communications, partnering with AT&T, Verizon, CenturyLink, Windstream and Cogent to provide wholesale telecommunications services.

We know time is precious. That's why our U.S.-based, local Contact Center team is here to support you 24/7/365.



**Kevin Coyne**

Chief Executive Officer

**Dan Hakker**

Chief Revenue Officer

**Mark Rankin**

Chief Financial Officer

**Florencio  
Bulanhagui**

Senior VP, Engineering

**Randall Covard**VP, Legal and Human  
Resources

## Summit's Management Team

Our team's vast experience brings a professional and disciplined approach to our operations, resulting in increased operational efficiencies. Across their individual careers, the team has successfully built and operated networks throughout North America, dealing with both the anticipated and the unanticipated. Our management team is dedicated to driving growth and creating long-term consistent financial performance and shareholder value. Our business strategy is designed to capitalize on the company's competitive strengths in pursuit of fiber-optics market leadership throughout Florida.

Our team of fiber-optic network technicians are experienced in networking fundamentals, as well as physical layer architecture and splicing. Summit's qualifications in network operations and design include extensive and tenured experience around network architecture; network design; procurement; regulatory and permits; documentation and drawings; construction supervision; network specifications and commissioning; and infrastructure presence. Additionally, the company's Network Operating Center (NOC) is manned 24x7x365 and is focused on event management, Tier 2/3 diagnostics, network augmentation, documentation/reporting and infrastructure configuration/deployment.

# Grain Management’s Support for Summit

Summit’s impressive history as a top-tier connectivity provider with local roots in Florida led Grain Management (“Grain”) to acquire the business in 2020. We are one of seven fiber investments in Grain’s portfolio, allowing us to leverage Grain’s unique information advantage as a capital partner.

Grain is a minority-owned private equity firm focused on investments in the communications space. Founded in 2007, Grain has managed billions of dollars in total assets across seven investment vehicles and has generated outsized returns for its investors, which includes the country’s leading academic institutions, endowments, foundations, and public pension plans. Headquartered in Washington, D.C., with a major presence in Sarasota, Florida, the firm has more than 42 employees and 22 investment professionals. Grain’s flexible investing approach (e.g., venture / growth equity, traditional buyouts, project finance, direct assets, carve-outs, structured equity) and expertise in the Technology Media and Telecom (TMT) sector has made it the fiber capital partner of choice

in the market today. Additionally, David Grain, (Founder, CEO and Managing Director) is a longtime Sarasota resident with firm roots in the surrounding communities.

Grain brings much more than capital and a commitment to Florida to Summit Broadband and this project. The Grain team has extensive knowledge and experience in the acquisition, construction, financing, operations, management and regulation of communications assets and technologies. Grain is led by a team of highly experienced operators with deep and complementary sector knowledge that take a data-driven, hands-on approach to value creation. Through its portfolio of companies, Grain has a total network of more than 20,000 route miles of fiber spread across 36 states. Municipalities are an important customer to all of Grain’s portfolio companies, and Grain has the experience needed to ensure project success in building and operating fiber networks.

## Summit Board and Selected Grain Management Leadership



**David Grain**  
Founder, CEO, Managing Director



**Michael McKenzie**  
Managing Director



**Raghav Nayar**  
Principal



## References

# Summit Broadband Reference Response

The following clients of Summit Broadband provided a reference to Summit Broadband. In addition to the references of The Nemours Foundation, Loews Hotels, NCH Healthcare System, and Collier County Board of County Commissioners, Summit has recently contracted with the Collier County Tax Collector for a multi-site wide-area network and entered into an agreement with the City of Lakeland, FL to operate the city's fiber network. Additionally, as referenced prior and in Appendix B, Summit was awarded the Lee County School Internet and wide-area network to 97 locations!

**The Nemours Foundation**

Contact: Francisco Oliveira

Email: [Francisco.oliveira@nemours.org](mailto:Francisco.oliveira@nemours.org)

Overview of Services: Internet and Phone Services

**Loews Hotels – Universal Orlando Resort**

Contact: Clayton Melson

Email: [cmelson@loewshotels.com](mailto:cmelson@loewshotels.com)

Overview of Services: Phone lines and Dedicated Internet Service

**Collier County Board of County Commissioners**

Contact: Brian Spooner

Email: [brian.spooner@colliercountyflgov.com](mailto:brian.spooner@colliercountyflgov.com)

Overview of Services: Dedicated Internet Service

**NCH Healthcare System**

Contact: Kurtis Hasselbring

Email: [kurtis.Hasselbring@nchmd.org](mailto:kurtis.Hasselbring@nchmd.org)

Overview of Services: NCH Healthcare has a variety of services including Dedicated Internet Service and Dark Fiber

**TRUSTED BY  
THE BIGGEST  
NAMES IN  
FLORIDA**





## Tab 3: Performance and Reliability Measures



# Service Level Performance

Summit Broadband provides all services over purpose-built, fiber networks customized for clients like CareerSource Central Florida. Due to the network topology used including multiple peering points with two Tier One providers in geographically diverse locations, Summit has some of the industry's best Performance as it relates to Service Levels.

## Commercial Network Metrics

### Commercial Network Uptime for 2020 - 99.992%\*

Average Interruptions Per Month – 1.67

Average Interruption Duration – 3 Hours, 28 Minutes

Average Number of Customers Impacted/Event – 4.75

2020 Statistics - Florida Market

\*Calculation as follows:

Average downtime per month – 347.36 minutes

43,200 Minutes per month in total network time – 24 Hours x 60 minutes x 30 calendar day

Average downtime = 0.000841% or 99.992% uptime

## Service Level Agreement

Summit Broadband operates on an incredibly aggressive Service Level Agreement that is included in Appendix C. The appropriate credits and terminology around these service levels is outlined in this document.



## Repeat/Renewal Customers

Summit Broadband has an excellent record of clients who purchase additional services or new technology that presents itself in the changing times of technology. Summit Broadband provided four references within the response document on page 25 that outlines the level of clients who procure services from us. Due to CPNI regulations (Customer Proprietary Network Information), Summit Broadband is unable to provide a full list of “Repeat/Renewal Customers” within this response.

## Minimal Customer Churn

Thanks to the Summit Broadband, fiber-built network and an “All Florida” based approach, Summit has one of the lowest churn rates of any provider Nationwide. The belief in keeping Sales, Support, Engineering, and our Network Operations Center all within Florida is a true advantage to the entire Summit family of customers.



## On Time Delivery

Summit’s in-house team of customer implementation specialists and project management experts will coordinate all service delivery aspects for the project. Working hand-in-hand with the CareerSource Central Florida’s personnel and key stakeholders, our team will ensure all milestones are met in accordance with the defined scope of work. Our implementation team will efficiently control scheduling of tasks, service hand-off/ acceptance and prepare invoicing for bill review.

### Summit Broadband’s typical new installation timeframes are as follows:

- On-Net Installs (Fiber already in the building): Within 30 Days.
- Installs requiring construction, but permits are not required: 30-60 Calendar Days.
- Installs requiring construction and permits: 60-90 Calendar Days



## Tab 4: Installation and Cutover Timeline



## Installation & Detailed Scope of Work

Summit Broadband is proposing an SD-WAN solution that meets the expectations of this CareerSource telecommunications services / Wide Area Network, RFP WAN-21-0172. Summit will provide a fully meshed SD-WAN network with LTE Failover. Summit will provide fiber internet access at all locations except for Colo Solutions. This starts with a fiber first approach for each CareerSource location, where Summit owns, operates, and manages our fiber optic network end to end, currently over 2,700+ route miles.

This holistic approach is to create and provide a purpose-built solution for CareerSource Central Florida. Providing for a more reliable, secure connection with business continuity and a fully meshed topology. This meets the RFP requirement for overall better network performance while providing redundancy and readily available access to cloud-based applications.

Summit Broadband will deliver a secure dedicated internet access and SD-WAN with LTE failover service to six of CareerSource Central Florida's locations. Also, Colo Solutions will have SD WAN and LTE failover with Colo Solutions provided dedicated internet access.

- Data Network Design – Our design will include our edge equipment to support bandwidth up to 1G at the HQ and branch locations: Ciena 3904 and 3926, VMWare SD-WAN and Cradle Point for LTE Failover
  - Bandwidth Tier- 200M symmetrical at the branch locations, 1G the HQ. (All locations are scalable up to 1G)
  - Summit can provide either a Fiber Hand-off or RJ-45
- Includes Summit GEO Redundant Internet Access with Tier 2 Providers for efficient Routing and Business Continuity
- Business Continuity- Summit will be providing an SD-WAN Solution and LTE Failover in the event of loss of connectivity.

Costs for implementation of services, professional services, and training are included in the scope of this RFP response. Summit Broadband has a local team of professional installers, engineers, and supporting staff to exceed the expectations of implementing our proposed solution.

Summit Broadband supports the following Quality of Service (QOS):

- During the selection process Summit Broadband will support a request for interoperability testing with CareerSource CPE, Summit fiber, SD-WAN and LTE Failover service. If this testing is requested the setup would need to be agreed upon in order to emulate network access. Due to the requirements of this RFP for a secure private network, interop testing could be achieved with some limitations utilizing public internet access circuits to reach Summit.

## SD-WAN Experience

Summit Broadband is a leading fiber-optics telecommunications provider in Florida. The Summit network is solely owned and operated by Summit with approximately 2,700 route miles across the State of Florida. The network is designed to provide the fastest internet speeds available, capacity to meet business demands, all with 99.999% reliability.

As a proven leader in fiber-based network access, Summit Broadband recognizes that network bandwidth is in high demand. Cloud computing, collaboration tools, and mobility services have a huge impact on WAN Performance. Our wide range network solutions and decades of experience, it was important for Summit to choose a trusted and tested platform, VMware. Unlike the alternatives, VMware provides true SD-WAN overlay.

VMware SD-WAN is a cloud-delivered solution to ensure high application performance and availability while lowering networking costs. VMware SD-WAN ensures a reliable and resilient WAN, with a choice of connection types, including Broadband, LTE, and Wi-Fi. It can detect slight degradation that would affect application performance, improve performance over a single link using congestion mitigation technology, and adapt without any noticeable impact on the user experience.

The competition offers SD-WAN that is complex and difficult to operate, which undermines the very security it claims to offer, requiring manually configured VPN tunnels, complex rules, and SLA probes to measure performance. Whereas VMware is a true SD-WAN platform configured using the VMware SD-WAN Orchestrator. It creates a secure path between automatically, uses smart defaults for QoS to dramatically simplify the initial configuration. Performance is measured user data packets without the need for artificial probes.

We imagine SD-WAN as the head coach. Without a leader, your deployments are just a collection of individual players. Summit SD-WAN allows them work together toward a common goal, making your network more intelligent. Since it is managed, you do not have to worry about design, configuration, and maintenance, we take care of it for you. We are your single point of accountability and support for your SD-WAN. See appendix C for Service Level Agreement.





- Reference CSCF Contract Control # 21EN7124



## Tab 5: Pricing and Terms



Pricing

	Services		Notes/ options
	Details	Pricing	
Orlando - Colo Solutions	SD-WAN & LTE	\$355	1Gbps FIA provided by Colo Solutions
Leesburg	200 Mbps FIA, SD-WAN & LTE	\$1,054	Summit dedicated fiber circuit
Kissimmee	200 Mbps FIA, SD-WAN & LTE	\$1,054	Summit dedicated fiber circuit
Sanford	200 Mbps FIA, SD-WAN & LTE	\$1,054	Lumen provided fiber access circuit
Orlando - Semoran	200 Mbps FIA, SD-WAN & LTE	\$1,054	Summit dedicated fiber circuit
Ocoee	200 Mbps FIA, SD-WAN & LTE	\$1,054	Lumen provided fiber access circuit
Orlando - HQ	1 Gbps FIA, SD-WAN & LTE	\$1,554	Summit dedicated fiber circuit
Orlando - HQ Redundant Equipment	Redundant SD-WAN Equipment	\$67	
36 Month MRC		\$7,246	

Terms

The term of the proposed rate is an initial three (3) years, plus two (2) one (1) year renewals at CareerSource Central Florida’s discretion.





# Appendix A:

## Exceptions/Intent to Negotiate



## Exceptions & Intent to Negotiate

Document page 36 has been altered by Negotiations; see Attachment A, CSCF CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES within fully executed contract.

### ADDENDUM

#### EXCEPTIONS AND INTENT TO NEGOTIATE

In the event the bid is awarded to Summit Broadband, Summit Broadband takes the following “Exceptions” to Attachment “C” - Contractor Provisions, Certifications and Assurances. It is Summit Broadband’s intent that additional negotiations may take place to incorporate mutually agreed upon language in these sections of the agreement.

Under Section VI, Provision Against Assignment - Summit Broadband takes exception to any provisions that would restrict and prohibit it from being able to assign work to its subcontractors.

Under Section XVIII. Termination for Default and Convenience, Summit Broadband takes exception to termination for convenience and shall only agree to such a provision if an early termination liability is included. Summit Broadband suggests the following language be incorporated:

In the event CareerSource or the Board terminates this agreement prior to the end of the Term, CareerSource shall pay Contractor all outstanding balances plus a “Termination Fee” equal to one-hundred percent (100%) of the total of the remaining Fees through the end of the Term (a lump sum amount).

In conclusion, Summit Broadband takes exception to using the CareerSource contract in its current format. Upon receipt of the actual CareerSource contract specific to this RFP, Summit Broadband reserves the right for legal review and potential negotiations with CareerSource and/or the Board on mutually agreeable language for execution.



# Appendix B:

## Lee County School District Press Release



## **Summit Broadband awarded internet contract by The School District of Lee County**

Mar 16, 2021

Summit Broadband ("Summit"), a leading fiber-optics telecommunications provider in Central and Southwest Florida, today announces The School District of Lee County (Fla.) ("District") has awarded the company a contract to provide internet and transport services to 98 sites. Summit provides its fiber-based solutions – including internet, phone, video and managed services – to residential, business, hospitality and wholesale customers, as well as educational institutions, including grades K-12.

Under the multi-year agreement, Summit will leverage its extensive network in Lee County to construct and manage a purpose-built private network customized for the District's needs. The network will provide fiber connectivity to each school and administration site within the District.

"Summit provided a very comprehensive and detailed response to our request for proposals," says Executive Director of Technology Operations for the District's Information Systems Division Dwayne Alton. "In engaging with their dynamic executive team we appreciated their transparency and the team's ability to respond to our post-bid questions with comprehensive answers in a timely manner. We look forward to this partnership and the technological improvements that will result from it."

"The network we build for The Lee County School District will address their technological needs today and as they experience future growth," says Summit's Chief Revenue Office Dan Hakker. "It is crucial that every student and school official has reliable and secure internet as they prepare the next generation of leaders for their roles in Florida and beyond."

"Access to secure and reliable broadband internet is vital in bridging the digital divide across Florida and America," adds Summit's Southwest Florida Regional Sales Director Jim Lamb. "We are proud to address this need through E-Rate-enabled connectivity to educational and governmental institutions throughout Central and Southwest Florida."

Summit will begin to provide services to the District beginning in July 2021.

About Summit Broadband

Summit Broadband is a leading fiber-optics telecommunications provider in Central and Southwest Florida. The company provides data, voice, video and high-speed internet services to commercial and residential customers, as well as ethernet and dark fiber transport to enterprise and wholesale customers. Providing a superior customer service experience since 1994, Summit Broadband owns and operates its own fiber-optic networks, with a reach of more than 2,700 route miles, serving multiple industries and communities. In 2020, Summit Broadband was acquired by Grain Management LLC. For more information, visit [www.summit-broadband.com](http://www.summit-broadband.com).



# Appendix C:

## Service Level Agreement



## Service Level Agreement and Credit Policy

### \*Commercial\*

The principles under which Summit Broadband shall provide this Service Level Agreement (“SLA”) to the Customer are as follows:

- Summit Broadband shall exercise its reasonable best efforts to adhere to this SLA for the Services provided to the Customer.
- For cascading failures, only the primary failure is used in determining Service Levels and associated consequences.
- Service Levels are provided based upon the agreed upon Summit Broadband network design.
- The Customer must request Service Level Credits (as defined in Section 4 below) in writing within thirty (30) days of the last day in the calendar month in which the failure occurred.
- The Customer must request Video Service Level Credits (as defined in Section 4 below) in writing within thirty (30) days of the last day in the calendar month in which the failure occurred.
- Only one (1) Service Level component metric can be used for determining Non-Core Network Availability Credits.
- In the event that Summit Broadband fails to meet multiple Service Level component metrics in a one-month period, the highest Service Level Credit will apply, not the sum of multiple Service Level Credits.
- The Customer may request eligible Service Level Credits and Video Service Level Credits together in the same written notice.
- The Customer shall ensure that all Customer provided equipment on its premises that connects to the Services will perform according to published technical specifications for such equipment, and will conform to interface requirements as set in the applicable Summit Broadband Services interface specifications.
- Summit Broadband reserves the right, at any time, to change existing measurement tools or implement new measurement tools used in connection with the measurement of the Service Level metrics herein, provided that any such change or implementation will have the effect of meeting or exceeding the Service Level metrics set out in this SLA.

1. **Applicability.** This SLA is applicable only where Customer orders either: (1) Voice Service; (2) Dedicated Internet Access Service; and/or (3) Video Service.

2. **Definitions.** Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the applicable Service Order and/or Master Services Agreement.

“**Chronic Outage**” shall refer to an Outage event that continues for a period of ten (10) or more days during a continuous thirty (30) day period.

“**Core Network Availability**” Summit Broadband operates an internet protocol core network, classified as a “Highly Available Network”, with such core network available **at least 99.999%**. The Core Network Availability refers to the percentage of time during a calendar month that the network is available for use by the Customer across the Customer’s entire Summit Broadband network. This Core Network Availability does not include network performance outside of Summit Broadband’s core network to either aggregation sites or to the Customer premises.

“**Force Majeure**” events that constitute “impossibility of performance” under Florida law, including without limitation: acts of God, strike or labor disturbance; war or act of war; insurrection, riot, or other civil disturbance; sabotage or act of public enemy; action or inaction of any governmental authority including condemnation; fire; earthquake, tornado, hurricane, flood, or other severe weather condition; fiber cuts; and other unavoidable casualty which prevents Summit Broadband from fulfilling its obligations under the Service Order.

“**Maintenance Window**” The scheduled maintenance window will be between 12:00am to 6:00 am Monday through Friday. Emergency maintenance may be scheduled outside maintenance window if reliability or security of the network is at risk. Summit Broadband may extend or schedule other windows if necessary.

“**Network**” includes the Customer’s access interface (the port on the Summit Broadband aggregation router, or voice switch upon which the Customer’s circuit terminates) and the Summit Broadband owned and controlled IP backbone network (routers and circuits including any transit connections).

“**Outage**” The disruption and resulting unavailability of Services for a period of four (4) or more continuous hours during one (1) twenty-four (24) hour period.



“**Protected Service**” a dedicated transport solution between two (2) or more customer locations that have geographically diverse fiber paths up to the Summit Broadband point of demarcation.

3. **Service Descriptions.**

**Voice Service** is a commercial voice service, including all software, equipment and other features, products and services provided by Summit Broadband.

**Dedicated Internet Access Service** is a commercial IP transit service providing access to Summit Broadband's IP network and the global Internet.

**Video Service** is a system of providing television to commercial subscribers via radio frequency or IPTV signals transmitted to televisions through fixed optical fibers, copper, or coaxial cable.

**Data Transport** is a commercial data service providing point to point or point to multipoint connectivity between two or more locations.

4. **Service Levels and Credits.** The Service Level objectives are industry standards for each of the Services as defined below.

**Protected Service Availability:** Summit Broadband agrees that voice, data transport, and dedicated Internet services will be available **at least 99.99% of the time** in a calendar month. Protected Service Availability is defined as the number of minutes within a given calendar month that Summit Broadband’s monitoring system indicates that Voice Service, Data Transport Service, or the Dedicated Internet Access Service is available for Customer’s use. Network downtime exists when a Customer’s physically and geographically diverse circuits are unable to transmit and receive Voice Service, Data Transport Service, or Dedicated Internet Access Service, due to a qualifying Summit Broadband network event and Summit Broadband records such a failure in the Summit Broadband trouble ticket system. Network downtime is measured from the time the trouble ticket is opened to the time the Customer’s service is able to transmit and receive Voice Service and Internet Access Service data.

**Service Availability Credits:** In the event that Summit Broadband shall fail to meet the Service Availability levels above, Summit Broadband will issue a credit to the Customer on the next monthly invoice as follows (provided Customer has adhered to the notice requirements above):

Protected Service Availability (Voice, Data Transport & Internet)	
Downtime	Credit of MRC
1 min – 4 hours	10%
4 – 8 hours	20%
8 – 12 hours	30%
12 – 16 hours	40%
16+ hours	50%

**Unprotected Services:** Summit Broadband agrees that voice, data transport, and dedicated Internet services will be available **at least 99.9% of the time** in a calendar month. Protected Service Availability is defined as the number of minutes within a given calendar month that Summit Broadband's monitoring system indicates that Voice Service, Data Transport Service or the Dedicated Internet Access Service is available for Customer's use. Network downtime exists when a Customer's unprotected circuit is unable to transmit and receive Voice Service, Data Transport Service or Dedicated Internet Access Service, due to a qualifying Summit Broadband network event and Summit Broadband records such a failure in the Summit Broadband trouble ticket system. Network downtime is measured from the time the trouble ticket is opened to the time the Customer's service is able to transmit and receive Voice Service and Internet Access Service data.

**Service Availability Credits:** In the event that Summit Broadband shall fail to meet the Service Availability levels above, Summit Broadband will issue a credit to the Customer on the next monthly invoice as follows (provided Customer has adhered to the notice requirements above):

(Voice, Data Transport & Internet)		Unprotected Service Availability DS3/DS1/DSO	
Downtime	Credit of MRC	Downtime	Credit of MRC
20 min - 4 hours	10%	4 - 12 hours	10%
4 - 8 hours	20%	12 - 16 hours	20%
8 - 12 hours	30%	16+ hours	30%
12 - 16 hours		4%	
16+ hours		5%	

In no event, shall Customer's total credit for any calendar month exceed the amount of fifty (50%) of the monthly revenue charge ("MRC").

**Network Latency:** "Network Latency" refers to the amount of time it takes data to travel from the originating point to the terminating point. Summit Broadband's aggregate monthly average for roundtrip latency on the IP/MPLS Backbone Network shall be **forty (40.0) milliseconds** or less between Summit Broadband monitoring servers and Summit Broadband equipment located at the Customer's premises. Summit Broadband will calculate Network Latency by averaging sample measurements taken during the most recent full calendar month between Summit Broadband monitoring servers and Summit Broadband-owned Customer Premises Equipment ("CPE").

Any calculation of Network Latency shall not include any failure attributable to (a) scheduled network maintenance during Maintenance Windows; (b) the occurrence of a Force Majeure event, or (c) the failure of non-service impacting equipment or systems responsible for network measurements.

**Packet Delivery Guarantees:** Summit Broadband's Packet Delivery guarantee is packet delivery of 99.9% or greater between Summit Broadband-designated core routers or aggregation switches and the Summit Broadband-owned CPE. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between Summit Broadband monitoring servers and the Summit Broadband-owned CPE.

**Video Service Levels and Credits:** In the event of a signal disruption at the main demarcation point on the Customer's premises, which signal disruption affects fifty percent (50%) or more of the video channels at any one time resulting in downtime of one (1) or more hours within a continuous twenty-four (24) hour period, the Customer shall be entitled to receive a one (1) day credit of the MRC for the Video Services. Such credit will be issued to Customer on the Customer's next monthly invoice provided Customer has followed the notice requirements above.

**5. Occurrences of Chronic Outages.** Customer may elect to terminate any Service prior to the end of the Service Term without termination liability in the event of a Chronic Outage. Customer may only terminate such Service that is unavailable as described above, and must exercise its right to terminate the affected Service, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. This Section 5 sets forth the sole remedy of Customer for Chronic Outages.

**6. Time to Restore.** Summit Broadband will provide the Customer with a status update within one (1) hour from the receipt of a trouble ticket. Summit Broadband is committed to restoring services within four (4) hour hours ("4-Hour Restoration Deadline"). The time to restore begins on the date and time the Customer reports the Outage and ends upon the time the Customer's service is able to once again transmit and receive Services. In the event that Summit Broadband does not restore the services before the 4-Hour Restoration Deadline, Summit Broadband shall provide to Customer a one (1) day pro-rata credit and a pro-rata credit for each subsequent day, or part of a day, thereafter until the services are restored.

**7. Reason for Outage Response.** Summit Broadband shall exercise its reasonable best efforts to provide a Reason For Outage or a Root Cause Analysis regarding occurrences of Outages and/or Chronic Outages within four (4) days of being notified of such occurrences by the Customer, or otherwise discovering such occurrences through standard monitoring protocols of Summit Broadband.

**8. Events of Default.** Occurrences of Outages and/or Chronic Outages as a result of a Force Majeure shall not be deemed an event of default by Summit Broadband under the applicable Service Order. Occurrences of Outages and/or Chronic Outages caused as a result of failure or incorrect configuration of equipment owned by the Customer, or the unavailability of electrical power at the Customer's premises shall not be deemed an event of default by Summit Broadband under the applicable Service Order.

**9. Items/Events Not Covered by this SLA.** This SLA does not include networks owned and or controlled by other carriers; local access circuit (e.g., local loop); CPE; Customer's local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance during Maintenance Windows and emergency maintenance; any act or omission by Customer, its officers, directors, employees, subcontractors, agents, or any other entity under Customer's control; and/or any circumstance beyond Summit Broadband's reasonable control, including Internet attacks (denial of service, virus and worm activity, etc.) or Force Majeure event.