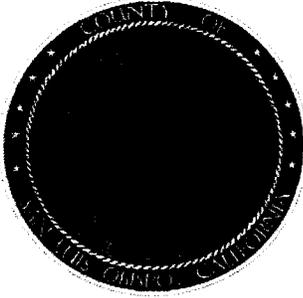


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Information Technology		(2) MEETING DATE August 8, 2006		(3) CONTACT/PHONE Janette Pell (805) 781-5051	
(4) SUBJECT Request to approve a contract with Time Warner Telecommunications for 36 months of Internet access in the amount of \$2,296 plus taxes per month for a total amount not to exceed \$95,000 to provide the County with a second internet service provider.					
(5) SUMMARY OF REQUEST Reliable access to the internet has become a critical need. The County of San Luis Obispo currently utilizes AT&T (formerly SBC) as it's only internet service provider (ISP). A second ISP will provide redundant connection to the internet which will increase availability due to internet service failures.					
(6) RECOMMENDED ACTION It is recommended that the Board: Approve a contract in the amount of \$2,296 plus taxes per month for 36 months for a total amount not to exceed \$95,000 with Time Warner Telecommunications to provide internet services.					
(7) FUNDING SOURCE(S) 114 Fund Center		(8) CURRENT YEAR COST \$27,552		(9) ANNUAL COST \$27,552	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The following departments have been involved in vendor selection and contract preparation: Administrative Office, Information Technology, County Counsel, and General Services - Purchasing.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____ 19000260 _____			(21) W-9 <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW  <p align="center"><i>Ok Leslie Bran</i></p> <p align="right"><i>8-8-06 B-11</i></p>					



COUNTY OF SAN LUIS OBISPO

**Information Technology Department**

County Government Center Room 400, San Luis Obispo, CA 93408

(805) 781-5050 FAX: (805) 781-1388

Janette D. Pell, Chief Information Officer

*Sup 1/2/06*

TO: BOARD OF SUPERVISORS  
FROM: JANETTE PELL, CHIEF INFORMATION OFFICER  
DATE: AUGUST 8, 2006

SUBJECT: REQUEST TO APPROVE A CONTRACT WITH TIME WARNER TELECOMMUNICATIONS FOR 36 MONTHS OF INTERNET ACCESS IN THE AMOUNT OF \$2,296 PLUS TAXES PER MONTH FOR A TOTAL AMOUNT NOT TO EXCEED \$95,000 TO PROVIDE THE COUNTY WITH A SECOND INTERNET SERVICE PROVIDER.

**SUMMARY**

The San Luis Obispo County Information Technology Department (ITD) is making great progress in improving the performance and reliability of the County's network infrastructure. This request is to provide the County with a second internet service provider (ISP). The County's reliance on the internet has increased and will continue to grow in the future. A second ISP is required to provide for an independent, redundant, and reliable connection to the internet.

**RECOMMENDATION**

It is recommended that the Board of Supervisors approve the contract attached with Time Warner Telecommunications for Services and thirty six (36) months of internet access at monthly cost of \$2,296.00 plus appropriate taxes. Future taxation of internet services is unknown so the exact contract costs may vary. The total project cost will not exceed \$95,000. Internet access would be at a rate of 20 megabits per second (Mbps).

**DISCUSSION**

In January, 2006 the County issued an RFP for a second ISP. The County's use of the internet for day-to-day activities continues to grow. With the successful implementation of the eGovernment Content Management System (CMS) the internet's strategic importance to the County also has increased. Currently the County has a single 10 Mbps internet connection with AT&T (formerly SBC). A second connection to the internet will provide:

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- An independent connection that does not share local facilities with AT&T.
- A redundant internet connection assuring reliable access to and from the internet.
- Increased bandwidth to support the County's growing use of the internet.

### **OTHER AGENCY INVOLVEMENT**

County General Services Purchasing was involved in the RFP process. County Counsel has approved the contract as to form and legal effect.

### **FINANCIAL CONSIDERATIONS**

The monthly cost of the Time Warner Telecommunications internet connection was budgeted in the ITD 2006-07 budget.

### **RESULTS**

Expected results include:

- Substantially increased performance to the County's information and services provided on the internet and accessed by the public
- Greater reliability to the internet by County staff and from the internet by the public. A failure by one of the County's ISPs will no longer prevent access to and from the internet.
- Improved efficiency in obtaining information from the internet by County staff.
- A more robust connection to the internet before, during, and after disasters and emergencies.

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# CONTRACT

FOR

## INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and Time Warner Telecom of California, L.P. ("Contractor"), a Delaware Limited Partnership.

WITNESSETH:

**WHEREAS**, County is in need of enterprise internet access service.

**WHEREAS**, Contractor has qualified staff who are trained, experienced, expert and competent to provide internet access, support, and installation services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service; and

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**WHEREAS**, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. **Scope of Work.** Parties agree to provide the Scope of Work set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. **Compensation.** Parties agree to provide the Compensation set forth in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. **Duration.** Parties agree to provide the Duration set forth in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. **General Conditions.** Parties agree to provide the General Conditions set forth in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.
5. **Special Conditions.** Parties agree to the Special Conditions set forth in Exhibit E, attached hereto and incorporated herein by reference as if set forth in full at this point. To the extent there are conflicts between the general conditions in Exhibit D "General Conditions" and the special conditions in Exhibit E "Special Conditions", the terms and conditions of the special conditions in Exhibit E "Special Conditions" shall be controlling.
6. **Notifications.** All notices shall be sent to:

COUNTY  
Janette Pell  
Chief Information Officer  
County of San Luis Obispo  
Information Technology Department  
County Government Center Room 400  
San Luis Obispo, CA 93408

CONTRACTOR  
Robert Thompson  
General Manager  
Time Warner Telecom of California, L.P.  
8925 Ware Court  
Suite D  
San Diego, CA 92121

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IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below. Nothing further follows except signatures.//

**Contractor:**

Time Warner Telecom of California, L.P.,  
A Delaware limited partnership

By: Time Warner Telecom Holdings Inc., its general partner

By: Robert Thompson  
Robert Thompson, General Manager

Date: 7/25/06

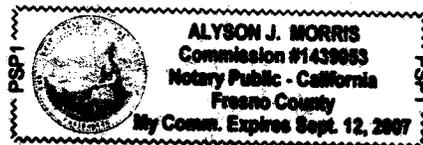
**NOTARIZATION**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF FRESNO )

On JULY 25, 2006 before me, ALYSON J MORRIS, NOTARY PUBLIC (here insert name and title of the officer), personally appeared ROBERT THOMPSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity (ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Allyson J Morris  
Notary Public  
My Commission Expires: SEPT 12, 2007



(SEAL)

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**COUNTY:**

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

**COUNTY COUNSEL:**

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.

County Counsel

By: Kathy Bouchard  
Deputy County Counsel

July 28, 2006  
Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

\_\_\_\_\_  
Date

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## EXHIBIT A – SCOPE OF WORK

### 1. Project Area and Purpose

#### 1.1 Fiber Optic Network Interconnect

The Unified Metropolitan Area Network (UMAN) owned by the San Luis Coastal Unified School District (SLCUSD) and leased by the County will interconnect with the Contractor fiber optic ring at the splice point on the northwestern corner of Johnson Ave and Bishop Ave in San Luis Obispo, California. The network interconnect is for the purpose of providing ethernet internet service to the County.

#### 1.2 Service Agreement and Contract for Ethernet Internet Service

Ethernet internet service (EIS) is a product that delivers internet access over a full-duplex ethernet connection to customers. The service agreement shall be for gigabit ethernet internet access (GEIA) capable of delivering 20 Megabits per second (Mbps) or greater in 10 Mbps increments up to 100 Mbps and in 25 Mbps increments thereafter (Service).

### 2. Scope of Project

#### 2.1 Fiber Construction

Subject to (i) obtaining all required permits, licenses, access rights and other necessary permissions; and (ii) County's prior installation of the Service Loop (defined below), Contractor is responsible for installing fiber sufficient to deliver Service (to the extent reflected in Contractor's RFP response) and for meeting the requirements specified in RFP 908. Contractor will retain ownership and control of all such fiber, which shall be considered part of Contractor's System Equipment (as defined below). County will provide and place 50 feet (Service Loop) of 12 strand SMF-28 Corning fiber optic cabling inside the UMAN splice box for the purpose of splicing onto Contractor's fibers in Contractor's adjacent splice box.

#### 2.2 Fiber Optic Point of Demarcation

The point of demarcation for the fiber interconnect shall be inside the datacenter on the fourth floor of the old Courthouse building located at 976 Osos St., San Luis Obispo, California. Existing UMAN fibers will be used to provide connectivity from the project splice point to the old Courthouse building. The four (4) UMAN fibers dedicated to the fiber interconnect will terminate in a UMAN fiber distribution panel.

County is responsible for any and all maintenance on fibers between UMAN splice point and datacenter. Contractor is responsible for any and all maintenance on fibers between Contractor splice point and Contractor Point of Presence (POP).

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### 2.3 Fiber Optic Interconnect Testing

Contractor is responsible for testing fibers end-to-end, from ISP demarcation and the demarcation in the County datacenter. Contractor must ensure that installed fiber optic cabling (fibers) will support a link loss budget of less than 16 decibels. County is responsible for all link loss on UMAN fiber between County splice point and the County datacenter. Additionally, the Contractor must provide test results to the County for acceptance.

### 2.4 Service Agreement for GEIA

The service agreement will be for GEIA at the 20 Mbps increment (no burst) for a 36 month term.

Contractor will hand-off gigabit ethernet over single-mode fiber to the County Cisco 2821 internet border router, inside the County datacenter. The County will use Cisco 1000BASE-ZX optical transceivers at the 1550-nm wavelength.

The County will provide and maintain its own routers and related equipment. The Contractor shall not supply the County with any equipment pursuant to this contract.

Link fail-over will be provided by the County border router and the Contractor service edge router via Rapid Spanning Tree Protocol (IEEE 802.1w).

INTERNET INFORMATION		
Primary DNS provided by?	County	Domain Name(s): Not Applicable
Secondary DNS provided by?	County	Domain Name(s): Not Applicable
Shared Web Hosting Domain Name(s)?		
Zone listings obtained?	NO	
Number of IP's requested?	0 – To be provided by County	
Customer Multihoming?	YES	If YES, with who? TWTC and SBC
Customer requesting BGP?	YES	BGP request form required, see <a href="http://info.twtelecom.net/">http://info.twtelecom.net/</a>
Customer an ISP?	NO	
Usenet NNRP Newsread?	NO	
Usenet NNTP Newsfeed?	NO	
Bandwidth Utilization reports?	YES – To be provided by Contractor	
Backup MX (mail exchange) record?	YES – To be provided by Contractor	
<b>Note: County is responsible for any changes that need to be made with the County's DNS registrar.</b>		

The County will provide its own IP addresses and DNS, which it has independently obtained from the American Registry for Internet Numbers ("ARIN"), and Contractor shall not supply IP address assignments or allocations, or DNS, to the County. The County is responsible for managing all aspects of its own DNS and IP address allocation, and for proper DNS recordkeeping.

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## 2.5 Internet Connectivity

County will perform initial network design and engineering and submit the design to Contractor for acceptance before internet Service is turned up.

### 3. Project Schedule Overview

Phase I (August 2006 – September 2006)

- Fiber Construction
- Fiber testing and verification

Phase II (September – October 2006)

- Network engineering

Phase III (October 2006 – December 2006)

- Internet access verification
- Internet access go-live
- Project wrap-up meeting

### 4. Attachments and Service Orders

The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location and other information about the service(s) to be provided by Contractor to County ("Services"), and are incorporated herein by reference.

### 5. Authorized Use

County may use Services only for authorized and lawful purposes. County agrees to adhere to Contractor's Acceptable Use Policy ("AUP"), which is contained in the attached Exhibit F and incorporated by reference. Contractor reserves the right to modify the AUP from time to time. However, if Contractor modifies the AUP for any reason other than to conform to governmental or regulatory requirements and, as a result of such modification, County would be in breach of the AUP, then either i) County may terminate this Agreement with respect to the affected Service without incurring termination liability upon thirty (30) days advance written notice and payment of all sums due for Service prior to the termination date, or ii) Contractor may disconnect or suspend the affected Service, or terminate this Agreement, but shall not have the right to recover termination liability from County, upon thirty (30) days advance written notice and opportunity to cure, unless Contractor is required to sooner do so by a governmental or regulatory authority or Contractor's network is at imminent risk of harm. During any pre-termination thirty (30) day period, Contractor and County

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agree to negotiate in good faith in an attempt to amicably resolve the alleged violation. Contractor offers all services subject to availability; provided, however, if a Service Order has been accepted by Contractor, Contractor will provide Services for the term of such Service Order. Contractor has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Contractor does not undertake to transmit messages, but offers the use of its Service when available. Contractor is not liable or responsible for content, errors in transmission or failure to establish connections.

## 6. Equipment, Installation and Interconnection

Other than the facilities, termination equipment or other devices provided by County, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Contractor will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Contractor's personal property, regardless of where located or attached. Contractor may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes County's consent to such change, replacement or removal. County may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by County's negligence or willful misconduct or that of its end users. Contractor equipment located at a County facility may be moved by County upon prior written consent of Contractor. Contractor has no obligation to install, maintain or repair any equipment owned or provided by County, except as may be specifically provided herein. If County's or end user's equipment is incompatible with Service, County is responsible for any special interface equipment or facilities necessary to ensure compatibility. If, subsequent to installation Contractor introduces new features or functionality that results in County equipment being incompatible with Service, Contractor agrees to work with County to develop a mutually agreed-upon solution to resolve the problem. If, in responding to a County initiated service call, Contractor reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of County provided equipment or software, County will pay Contractor for such service call at Contractor's then prevailing rates. Contractor's prevailing rates will not exceed 25% more than the Contractor's current rates at the date of the this contract.

## 7. Access

Contractor requires a County contact that may be reached 7x24. Contractor may require access to County's premises to install and maintain the Service and System Equipment necessary for the provision of Service. County must provide, or cause its end users to provide, at no cost to Contractor, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties.

## 8. Installation

Customer has read and agrees with the Completion of Service Policy which is contained in the attached Exhibit F and incorporated by reference. Upon completing

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installation, Contractor will notify County that Service has been installed, tested by Contractor and is available for County's use ("Service Date"). Unless County notifies Contractor by fax or in writing by close of business on the following business day that Service is not operational, the term of the Service Order will begin and billing will commence. If County so notifies Contractor, Contractor will work to correct any compliance issues. If Contractor does not find a defect in service, Contractor will notify County and the County will re-verify that service is operational, and the Service Date will remain unchanged.

9. Service Date

Service Date shall be no later than January 15, 2007. Contractor's account person will confirm Service Date upon receipt of all required information from County.

10. Service Level Guarantee and Credits

Contractor will issue credit allowances for service outages as set forth below upon County's written request, which credit will appear on the next invoice following processing. A service outage begins when County reports the outage to the appropriate Contractor number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by County or an end user; (b) due to failure of power or equipment provided by County or 3<sup>rd</sup> parties; (c) during any period in which Contractor is not given access to the Service premises; (d) part of a planned outage for maintenance or (e) due to a force majeure event. Services provisioned entirely on Contractor's Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 2 or more trouble tickets have been opened for a particular Service in a 30-day period, and the cause of outage is determined to be in Contractor's Network or System Equipment, such Service will be deemed a Chronic Trouble Service. If a 3<sup>rd</sup> trouble ticket is opened on a Chronic Trouble Service within 30 days of the 2<sup>nd</sup> trouble ticket, County may disconnect the affected Service without incurring termination liability.

11. Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

12. Public Releases, Use of Name

Neither party may issue a news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the Services provided hereunder without the prior written consent of the other party. County may not use Contractor's name, logo or service mark in marketing services to end users. Contractor may not use County's name, logo or service mark in marketing services to end users.

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## EXHIBIT B – COMPENSATION

### 1. Maximum Compensation Amount

The maximum amount of this contract shall not exceed ninety five thousand dollars (\$95,000). The County shall make 36 equal payments in the amount of two thousand two hundred ninety six dollars (\$2296.00) per month plus applicable taxes for 36 months commencing on the Service Date. Pricing is as follows:

Service Description		Unit Price	Quantity	Monthly Total	Unit Install	Total Install
<b>Internet Access (Bandwidth)</b>						
Mbps	Offering					
20	Gigabit Ethernet	\$2,296 plus taxes	1	\$2,296 plus taxes	\$0	\$0
<b>Internet Transport (Local Loop)</b>						
Gigabit Ethernet (1000 Mbps)						
Select EIS Product Delivery:		Collocation, NLAN				
Ethernet or Fast Ethernet Interface		100 Mbps				
Gigabit Customer Fiber Interface:		Single-mode				

1.1. Fiber construction, service implementation and ongoing support are included in the pricing above.

### 2. Billing

2.1. Deliverables will be tested for effectiveness. The County will provide written certification and acceptance prior to invoicing by Contractor.

2.2. Contractor has two billing cycles, the first (1) or the fifteenth (15) of the month. Contractor's standard billing policy dictates that the invoice will issue on the next billing cycle following the Service Date. All amounts billed are due before the next billing date ("Due Date"). For example, if the Service Date is June 8, 2006, the first invoice would issue on June 15, 2006 and come due before July 15, 2006. Any payment or portion thereof not made by the Due Date is subject to a late charge of 1% per month on the unpaid amount.

2.3. Billing for Services begins on the Service Date and will not be delayed due to County's premises equipment or County's readiness to accept or use Service. Contractor bills in advance for Service, except for usage-based charges. Any installation charges or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

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2.4. Taxes, as defined below, are not included in Contractor's charges, and Contractor will bill each Tax to County and, whenever reasonably possible, bill each Tax as a separate item on the invoice. County must pay the billed amount of Tax to Contractor by the Due Date of the invoice, as defined below. For purposes of this Agreement, "Tax" and "Taxes" means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated imposed, or sought to be imposed, on or with respect to Services purchased by County under this Agreement or for Contractor's use of public streets or rights of way, which Contractor is required or permitted by law or a tariff to collect from Contractor ; *provided, however*, that the term "Tax" or "Taxes" will not include any tax on Contractor's corporate existence, status, or income.

Notwithstanding anything in this Agreement to the contrary, County will be liable for and Contractor may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within the period allowable under applicable federal or state law or regulation. If County fails to pay any Taxes properly billed, then, as between the Contractor and County, County will be solely responsible for payment of the Taxes, penalty and interest. If either party is audited by a taxing authority or other governmental authority, the other party agrees to reasonably cooperate with the party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

To the extent a Service purchased hereunder is claimed to be for subject to tax exemption, County will furnish Contractor a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption. No tax exemption shall be available to County for any period prior to the date that the County provides Contractor with a valid tax exemption certificate.

### **EXHIBIT C – DURATION**

1. Effective Date

This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.

2. Service Date

Is defined in Exhibit A, section 8.

3. Term

Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until 36 months from the Service Date

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## **EXHIBIT D – GENERAL CONDITIONS**

### **1. Status of the Parties' Officers/Employees/Agents**

Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract.; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.

### **2. Non-Assignment of Contract**

Inasmuch as this contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate its obligations under this contract and shall not assign or otherwise transfer its rights under this contract or any interest therein without notifying and providing a copy to the County. except that Contractor may assign its rights and/or obligations hereunder without notice (a) to any parent, affiliate or subsidiary, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing. The notice to the County must be in writing. County shall have the right to disapprove an unreasonable request.

### **3. Warranty of Professional Services**

Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If either party is not reasonably able to provide qualified personnel to perform its obligations hereunder, the other party may, at its sole discretion, immediately terminate this contract for cause upon written notice. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.

### **4. Authority**

Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.

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## 5. Termination for Cause

If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.

- 5.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within ten working days after having received written notice thereof.
- 5.2. Adequate funds are not appropriated in any fiscal year to pay for the County's use of the services of this contract.
- 5.3. Any government prohibition or required alteration of Services.

Contractor may terminate or suspend Services without notice if: (i) necessary to protect Contractor's Network, for example due to a virus attack or denial of service attack; or (ii) Contractor has reasonable evidence of fraudulent or illegal use of Services; and with notice if (iii) required by legal or regulatory authority.

## 6. Indemnification

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any third-party, caused by or arising out of, and to the extent of the Contractor's negligent acts or omissions, or willful misconduct, relating to the performance of any duty, obligation, or work hereunder.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 6.1. Violation of statute, ordinance, or regulation.
- 6.2. Professional malpractice.
- 6.3. Willful, intentional or other wrongful acts, or failures to act.
- 6.4. Negligence or recklessness.
- 6.5. Furnishing of defective or dangerous products.
- 6.6. Premises liability.
- 6.7. Strict Liability.
- 6.8. Violation of civil rights.

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6.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

6.10. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

7. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for two (2) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

8. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

8.1. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:  
\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 general aggregate.

8.2. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

8.3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")**

This policy shall include at least the following coverages and policy limits:

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1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

8.4. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

8.5. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract.

8.6. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

8.7. **ABSENCE OF INSURANCE COVERAGE**

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County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

8.8. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell  
Chief Information Officer  
County of San Luis Obispo  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

8.9. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

8.10 If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.

9. **Records.**

9.1 Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County, at County's expense, upon request at a mutually convenient time and upon prior notice.

9.2 Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.

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9.3 Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

10. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation relating to the County's account reasonably available to County for inspection and audit at a mutually acceptable time upon reasonable advance notice at the location where the records are kept in the ordinary course of business. Disallowed costs agreed upon by the parties shall be repaid to County. County may annually require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

11. Cost Disclosure.

Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

12. No Assignment of Contract.

Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Contractor may assign its rights and/or obligations hereunder (a) to any parent, affiliate or subsidiary, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing. Except as permitted above, any attempted assignment,

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transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

13. Applicable Law and Venue.

This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California. and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

14. Severability.

The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

15. Entire Contract and Modifications.

This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

16. Limitation of Liability.

Except for indemnification obligations pursuant to Section 6 of this Agreement, Contractor is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder, including any claims made by or through third parties. Contractor's liability to County may not exceed one month's calculation of monthly charges for the applicable Services. Contractor has no liability whatsoever for the content of information passing through its Network.

17. Termination Liability.

If, prior to the end of the term, Contractor terminates this contract or any Service Order(s) hereunder under section 5 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason other than under Section 5 above, County must pay immediately to Contractor all monthly recurring charges associated with the terminated Service(s) for the balance of the term in such Service Order(s).

**EXHIBIT E – SPECIAL CONDITIONS**

1. Warranty of Professional Services

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UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, CONTRACTOR MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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## EXHIBIT F – POLICIES

### 1. Time Warner Telecom Acceptable Use Policy

#### **Introduction**

Time Warner Telecom's ("TWTC") Acceptable Use Policy ("AUP") for products and services is designed to help protect TWTC, its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities.

Subject to TWTC's Privacy Policy, TWTC makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data information transmitted via any server designated as "secure." TWTC does not monitor, exercise control over, or accept responsibility for the content of any information passing through its network. All persons and organizations, including TWTC customers, who transmit information over or who publish information that is made accessible through TWTC's network are responsible for the content of the information and for complying with the laws applicable to its publication. Time Warner Telecom will cooperate with legal authorities in the investigation of any suspected criminal or civil violations.

#### **Customer Responsibilities**

TWTC's services are intended solely for the use of the contract holder, its corporate affiliates and/or subsidiaries that are connected by LAN, WAN or remote access applications, and may not be re-sold to or used by any outside entity without prior written consent from TWTC. TWTC offers ISP/Resalable Services for customers who intend to resell products and services to third parties.

Each TWTC customer (commercial and ISP/reseller) is responsible for the activities of its own customers or end-users and, by accepting service from TWTC, agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must be co-extensive and consistent with these terms.

#### **Prohibited Conduct**

TWTC's services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or store material in violation of any federal or state laws or regulations including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. TWTC customers may not abuse or fraudulently use TWTC products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP:

**Child Pornography:** It is illegal under Federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.

**Inappropriate Content:** Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by TWTC, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence

**Denial of Service:** Engaging in any activity that may or will interfere with the service of any other user, host or network on the Internet. Users are also prohibited from any activity

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considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from TWTC's IP Security Manager.

**Distribution of Viruses:** Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Customers that receive a notification of infection have 48 hours to secure or remove the host from the network. Hosts not timely secured or removed by customers may be blocked by TWTC from accessing the network.

**Forging Headers:** Forging or misrepresenting any portion of a message header of an electronic transmission originating or passing through TWTC's network.

**Email Spamming [or Mailbombing]:** The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or any attempt to use TWTC servers as a mail drop or nameserver for SPAM. Sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by TWTC, , including without limitation email, web, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk emailers on the TWTC network - removal of complainants is required, as is the creation of a master no-send list. Bulk emailers may also be required to provide the complete opt-in information for each complainant within 24 hours of the request. Utilizing a customer affiliate program to generate leads makes a TWTC Customer responsible for the actions of its affiliates. This control includes, but is not limited to, blocking affiliate links and sending the affiliate traffic to a 404 error type page.

**Fraudulent Activities:** Fraud is an intentional misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it, or, obtaining or attempting to obtain service by any means or device with intent to avoid payment. This includes the hosting of phishing websites.

**Unauthorized Access:** Illegal or unauthorized access to other computers, accounts, or networks. Accessing, or attempting to access, any computer resource belonging to another party, or attempting to penetrate security measures of other systems.

**Network Sabotage:** Any use of TWTC products and services to interfere with the use of Internet resources or TWTC's network by other customers or end-users.

**Pyramid Schemes:** A fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

**Unlawful Acts:** Any use of TWTC products and services to violate the law or in aid of any unlawful act.

**Non-email Based Spamming:** Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the TWTC network is prohibited.

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**Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

**Blacklisting:** Behavior by a customer that causes blacklisting must be remedied within 48 hours. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

### **Violations and Enforcement**

At TWTC's sole discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of service if customer does not cease the violation. TWTC may immediately suspend or terminate service with or without notice if TWTC determines that a violation of the AUP has occurred. TWTC will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of service. TWTC is not liable for damages of any nature suffered by any customer, end-user, or any third party resulting in whole or in part from TWTC exercising its rights under this AUP. TWTC has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the TWTC network but, where possible and necessary, may do so at its discretion. Therefore, TWTC does not assume liability for others' violations of the AUP or failures to terminate those violations. TWTC reserves the right to charge time and materials to resolve customer issues that are not resolved by the customer in a timely manner.

\*TWTC reserves the right to modify this AUP at any time without prior notification to customers.

To report a violation of this AUP or an abuse of TWTC's services, please e-mail: [abuse@twtelecom.net](mailto:abuse@twtelecom.net)

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## **2. Time Warner Telecom Completion of Service Policy**

Time Warner Telecom will consider an Internet service complete and billable when the following conditions are met. The completion of service is independent of the readiness of the customer LAN for use of the TWTC Internet connection. If the customer wishes to delay the requested due date for service, the customer must notify their TWTC account manager in writing at least 72 hours prior to the requested due date. If accepted, an order sup will be issued by the AE to reset the due date. If an order sup is not received, TWTC will proceed with billing as of the original completion date. If the customer indicates non-acceptance of the service, the customer must provide a detailed reason why they cannot accept the service. TWTC will review the customer's explanation for non-acceptance and work with the customer to resolve any issues related to TWTC service. If TWTC does not agree with the customer's request for non-acceptance, TWTC will so notify and the service will be billed as of the original completion date.

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## IBL

- Line protocol (i.e., PPP) comes active between TWTC edge equipment and Connect Reach device
- Analyst can successfully ping Connect Reach synchronous and Ethernet interfaces
- Customer assigned address TWTC IP address space or portable customer address space (this requires the submission of an LOA by the customer) is routing within the TWTC network and is visible from outside the TWTC network

All DNS requests made by the customer during the ITC are either complete or ready to complete when the customer gives the OK (i.e., conversion of DNS records to new TWTC IP space).

### prTWTC provided CPE for Dedicated Internet Services

- Line protocol (i.e., PPP) comes active between TWTC edge equipment and CPE device
- Analyst can successfully ping CPE WAN port
- CPE LAN port is configured for use (LAN ports cannot be pinged unless they are plugged into a LAN. When we are in a situation where the customer is not ready, they may not have the LAN port plugged into a hub or switch. Therefore, ping tests of the LAN port may not be an appropriate condition here.)
- Customer assigned address TWTC IP address space or portable customer address space (this requires the submission of an LOA by the customer) is routing within the TWTC network and is visible from outside the TWTC network. In the case of customers who are running BGP with TWTC, the space will not route until the customer gives the OK. In this case, TWTC must merely be ready to route the space for this condition to be met.
- All DNS requests made by the customer during the ITC are either complete or ready to complete when the customer gives the OK (i.e., conversion of DNS records to new TWTC IP space)

### Customer Provided CPE for Dedicated Internet Services

- TWTC circuit tests clean from TWTC edge equipment to customer smart jack or equivalent
- TWTC edge equipment is configured for customer connection
- All DNS requests made by the customer during the ITC are either complete or ready to complete when the customer gives the OK (i.e., conversion of DNS records to new TWTC IP space)
- Customer assigned address TWTC IP address space or portable customer address space (this requires the submission of an LOA by the customer) is routing within the TWTC network and is visible from outside the TWTC network. In the case of customers who are running BGP with TWTC, the space will not route until the customer gives the OK. In this case, TWTC must merely be ready to route the space for this condition to be met.
- Customer has been sent a sample configuration for TWTC supported (Cisco) CPE for their connection.
- Issues related to Customer provided premise equipment are not considered as valid reasons for non-acceptance of the service.

## Dedicated Web Hosting (DWH) Services

DWH Server is assigned an IP address and responds to ICMP echoes from TWTC core routers

Reverse DNS is set up properly in TWTC's DNS servers, providing customer provides TWTC with the hostname at least 48 hours in advance of the due date

DWH Server's hostname is properly set up in TWTC DNS servers, providing TWTC is hosting customer's domain name and customer provides TWTC with the hostname at least 48 hours in advance of the due date

Customer has been provided with Network Information Sheet, containing the DWH server's administrative login information, on or before Due Date.

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