



**Response to Bid Number 5000144545**  
**RFP Bid Number 5000144545**

Cox Business (Cox Louisiana Telcom, L.L.C.) is responding to  
Jefferson Parish Government  
Request for Proposal Bid Number 5000144545

**COX**  
BUSINESS



2/23/2024

Brenda Bellow  
Jefferson Parish Government  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053

Dear Ms. Bellow:

Government entities face unique challenges. The public demands government efficiency and services, but tax dollars only stretch so far. Internal and external communications must be continually optimized, and technologies ideal for the needs must be chosen. Cox Louisiana Telcom, L.L.C ("Cox") recognizes that Jefferson Parish Government needs solutions today—with strategies for the future.

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

Cox knows the importance of Jefferson Parish Government's telecommunication system to your staff, constituents, and Parish.

Cox has provided services to the Jefferson Parish Government since 2004. We understand your business. We appreciate your unique telecommunications need. With that knowledge, our attached proposal shows how the following solutions will help the Jefferson Parish Government move to a new level of excellence.

- **Cox Metro Ethernet** extends the reach of your network and provides simple and easy connectivity.
- **Cox Fiber Internet** delivers high-speed access to support your workforce, applications

Sincerely,  
  
5520D7D7BDA042A...

Troy Roussel  
Enterprise Sales Manager  
(504) 358-6309 (504 ) 220-7856

Troy.roussel@cox.com

Table of Contents

Executive Summary	4
Our Recommended Solutions	6
Scope	8
Bid	9
Appendix A: Cox Service Level Agreement(s)	14
Appendix B: Cox Service Agreement(s)	22

## **Executive Summary**

Emergency response, public safety, and constituent advisories are just a few examples of why telecommunications are vital in today's public sector. Telecommunications support secure and efficient operating environments, reliable communications, and many other government agency aspects.

## **The Goals You Want to Achieve**

Knowing Jefferson Parish Government as we do, Cox understands your business environment. You have very specific needs.

Telecommunications is an integral part of the way you operate—and the way you serve your constituents. Your effectiveness depends on innovative, reliable, and cost-effective communications solutions. Working with the right service provider, the Jefferson Parish Government has several key objectives.

### **Communicating well in a rapidly moving environment**

The new reality for many businesses involves remote offices, mobile employees, increased bandwidth demand, and many issues that were not a factor in years past. Jefferson Parish Government wants to maximize the communications infrastructure to compete effectively in a rapidly changing environment. You want to reduce overhead and complexity in communications and improve efficiency and customer satisfaction.

### **Managing changing technologies**

Technology has improved business, but keeping pace in an increasingly virtual world is complex. Auto-attendants and e-commerce are technologies that have become integral to daily operations. Most importantly, interoperability with cellular and unified messaging is essential to organizations like Jefferson Parish Government. You need to capitalize on technologies that improve efficiency and give you a competitive advantage.

### **Improving reliability and stability**

The complexity of communications networks leaves little room for error. You cannot compromise your productivity or your reputation by settling for insufficient technologies. Jefferson Parish Government needs to know that a communication network is reliable and stable. You simply can't afford wasted work hours spent troubleshooting problems and restoring service.

### **Operating in a difficult economic climate**

With a new administration in Washington D.C., many companies have a wait-and-see attitude about their business operations. To help offset these concerns, Jefferson Parish Government needs to control operating costs and gain more efficiency in communications systems. By investing in new and efficient services, investor confidence improves, employee morale is boosted, and long-term costs are lowered.

## **Why Choose Cox**

Business customers choose Cox for a variety of reasons. We offer many business strengths, and listed below are several differentiators that we think are most relevant to Jefferson Parish Government.

### **Network Excellence for the Highest Reliability**

With Cox, Jefferson Parish Government can conduct business with confidence no matter how demanding your network requirements are. We use the right technology, hardware and materials to build a sophisticated, homogenous network from the ground up. Just as important, we rigorously support and update our equipment. Our focus on these basic principles ensures your business continuity, protects your revenue, and delivers scalability for the future.

## Local Resources

Cox invests broad resources in our markets so we have a truly local identity. Multi-disciplinary teams know the customers and the communities in which we work. Jefferson Parish Government will have face-to-face contact with teams that engineer, sell, provision, and support our solutions. Our local presence, including VP-level and above, creates uncommon transparency and comfort, knowing we are there when you need us.

## Customer-Driven Culture

Cox Business is privately owned, which is unique in our industry. Our conservative culture values customer satisfaction, diversity, environmental responsibility, and employee well-being. We will serve Jefferson Parish Government with employees who are positive ambassadors of Cox and who share our natural commitment to the customer experience.

## About Cox

### Cox Louisiana

With a long history of providing telecommunications services, Cox is an established and trusted provider in the Southeast, including the state of Louisiana. Over the last five years, Cox has invested millions in its Southeast Region through infrastructure upgrades and more than 2,000 miles of fiber delivering video, phone, and high-speed Internet service to homes and businesses.

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



## About Cox Business®

Cox Business is the commercial component of Cox Communications and offers a variety of advanced high-speed Internet, voice, and digital video services over its own IP network. Since 1998, more than 355,000 business customers of all sizes, including healthcare providers, K-12 and higher education, financial institutions, and federal, state, and local government organizations, have chosen Cox Business.

The organization also serves most of the top-tier wireless and wireline telecommunications carriers in the U.S. through its wholesale division. According to Vertical Systems Group, Cox Business is one of the largest providers of business Ethernet services in the U.S., based on customer ports, and consistently has been recognized for its leadership among small/midsize business data service providers. Cox is the seventh-largest voice service provider in the U.S. and supports over 1 million business phone lines.



## Our Recommended Solutions

### Cox Fiber® Internet

When business is moving fast, you need a reliable and secure Internet connection that keeps pace. Cox Fiber Internet takes your productivity to the next level by providing reliable, high-speed access to power all your business applications and data.

Work doesn't just happen in the office anymore. Shared drives and cloud-based applications help facilitate an "anywhere office." Connectivity to the cloud demands faster speeds to keep up with the workload.

With symmetrical upload and download connections up to 2 Gbps, your workforce can share, post, download and upload quickly from their desktop or any mobile device. Using faster speeds to share drives and cloud-based applications, your employees have more opportunities to receive and publish rich, HD, real-time content.

- Internet Gateway and Net Assurance compatible
- Symmetrical and asymmetrical bandwidth options up to 2 Gbps
- Cox and cable WiFi mobile access• Optical Network Terminal or Ethernet CPE options
- Static and dynamic IP addressing
- Cox Business Essential Security multi-layered defense solution against ransomware, malware, phishing attacks, and other cyber threats
- Business-grade Service Level Agreements
- 24/7 local business-class support• Professional install

## **Cox Business® Metro Ethernet**

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

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

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

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

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

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

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

## **Conclusion**

Cox gives you the tools and advice to effectively do your important work. We help your employees be more productive and make it easier for the public to interact with Jefferson Parish Government. Thank you for this opportunity to compete for your business. We look forward to the next stage in your selection process.

## Scope

### ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE  
CORRESPONDING INSTRUCTIONS BELOW.

3, 5, 6, 10, 12, 13

3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

Cox Response: Cox acknowledges and complies with this requirement. See Appendix E Cox Licenses.

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

Cox Response: Cox acknowledges and complies with this requirement.

6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

Cox Response: Cox acknowledges and complies with this requirement.

10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.

Cox Response: Cox acknowledges and complies with applicable insurance coverage requirements. See Appendix D Cox Certificate of Insurance.

12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.

Cox Response: Cox acknowledges this statement.

13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

Cox Response: Cox acknowledges and complies with this requirement.

DATE: 2/15/2024

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00144545

## JEFFERSON PARISH

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009  
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:  
BBELLOW

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

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

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

## DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

TBD - AS ORDERED

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

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

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

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

## \*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\*

FIRM NAME: COX LOUISIANA TELCOM, LLC dba Cox Business	
SIGNATURE: (Must be signed here) Troy Roussel 5520D7D7BDA042A	TITLE: Enterprise Manager
PRINT OR TYPE NAME: TROY ROUSSEL	
ADDRESS: 2121 AIRLINE DR	
CITY, STATE: METairie LA	ZIP: 70001
TELEPHONE: 504 358-6308	FAX: ( )
EMAIL ADDRESS: Troy.Roussel@cox.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 1000

DATE: 2/15/2024

Page: 6

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144545

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	24.00	MO	<p>TWO (2) YEAR CONTRACT TO SUPPLY FIBER OPTIC SECURED DEDICATED LINES TO FIRST AND SECOND PARISH CIRCUIT COURTS FOR JEFFERSON PARISH COMMUNITY JUSTICE</p> <p>0001 CABLE, FIBER OPTIC Point to Point 200mb layer 2 Ethernet</p> <p>circuit between First Parish Court at 924 David Dr. Metairie, LA 70003 to Second Parish Court at 100 Huey P. Long Ave. Gretna, LA 70053. Optical Fiber delivered into building with at least 85% of all cabling paths for circuits must be underground. Carrier's network must have backup generators at the Distribution and Switching Centers. Circuit must be dedicated, can not be a shared connection, with bandwidth at full advertised speed.</p>	\$ 590	\$ 590
2	24.00	MO	<p>0002 CABLE, FIBER OPTIC A 200mb layer 2 Internet circuit to</p> <p>First Parish Court at 924 David Dr. Metairie, LA 70003 Optical Fiber delivered in the building with at least 85% of all cabling paths for these circuits must be underground. Carrier's network must have backup generators at the Distribution and Switching Centers. Circuit must be dedicated, can not be a shared connection, with bandwidth to us at full advertised speeds</p>	\$ 395	\$ 395
3	24.00	MO	<p>0003 Telecommunication Parts and Accessory Eight (8) Internet routable IP Address (network with 29bit subnet mask) and DNS domain name hosting will be hosted on the current ISP Network Servers</p> <p>Jefferson Parish will not pay Construction Cost.</p> <p>This shall be a 24 month contract paid monthly.</p> <p>The recurring monthly cost shall include both sites, and internet routable IP Addresses.</p> <p>***AS PER BID SPECIFICATIONS***</p>	\$ 15	\$ 15

### **1.1 Site Visit**

All prospective bidders can schedule a site visit with Robert Hew, at 504-736- 8938 for both First and Second Parish Court between 8:00 a.m. to 3:00 p.m., Monday through Friday.

Cox Response: Cox acknowledges this statement.

### **1.2 Scope:**

First and Second Parish Court is requesting a bid from vendors for two data circuits. The first data circuit will be a point to point layer 2 Ethernet circuit between First Parish Court at 924 David Drive Metairie, Louisiana 70003 to Second Parish Court at 100 Huey P. Long Avenue Gretna Louisiana 70053. The second data circuit will be a layer2 Internet circuit to First Parish Court at David Drive, Metairie, Louisiana 70003. In addition to the Internet circuit, we will need 8 Internet routable IP address (network with 29-bit subnet mask) and our DNS domain name hosting will be hosted on the current ISP network/Servers.

Cox Response: Cox acknowledges the Scope.

### **1.3 Quantities/Inspection:**

Bidders must inspect the sites and perform their own measurements and surveys to determine the proper quantities of labor hours, equipment, supplies, materials, etc., required to complete this project. All expenses must be bundled into the monthly cost for the two circuits. Jefferson Parish Courts will not pay for any construction cost for this project.

Cox Response: Cox acknowledges this statement.

### **1.4 Specifications for 200mb:**

As stated in the scope, we will need two (2) data circuits. One point to point layer 2 Ethernet circuit between First Parish Court at 924 David Drive Metairie, Louisiana 70003 to Second Parish Court at 100 Huey P. Long Avenue Gretna, Louisiana 70053. This circuit will need to be 200mb to start with the ability to upgrade to up to 1 GB with a one-week notice. The second circuit needs to be a layer 2 Internet circuit terminating at First Parish Court located on 924 David Drive, Metairie, La. 70003. This circuit will also need to be 200mb circuit upgradeable to up to 1 GB with a one-week notice. In addition to the Internet circuit, we will need eight (8) Internet routable IP address (network with 29-bit subnet mask) and our DNS domain name hosting will be hosted on the current ISP network/Servers. The company providing the service will need to be a Tier 1 Telecommunications provider that can provide a symmetrical Enterprise-class fiber Internet circuit. The Carrier's network must have backup generators at the Distribution and Switching Centers. The circuits must not be a shared connection where our connection is dedicated bandwidth to us at full-advertised speeds. We need both circuits to be end-to-end Optical fiber delivered into the building and handed off to the customer as copper. The Optical fiber network must have at least 85% of all cabling paths for these circuits buried underground. Jefferson Parish Courts will not pay for any construction cost for this project. All labor should be included into the monthly cost. A recurring bill will need to be submitted monthly. The terms of the contract should have extended pricing for 24 months.

Cox Response: Cox acknowledges these specifications.

### **1.5 Cleaning area and Safety**

Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Inflammable material must be removed from the job site daily because storage will not be permitted on the premises.

Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish Courts, and other Parish officials.

Cox Response: Cox acknowledges and complies with this requirement.

### **1.6 Cleaning area and Safety**

The work shall be performed during normal working hours, 8am. To 4 pm., Monday through Friday

Cox Response: Cox acknowledges and complies with this requirement.

# Appendix

## Appendix A: Cox Service Level Agreement(s)



## Cox Fiber Internet Service Level Agreement

**I. Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox Communications Arizona, LLC d/b/a Cox Business ("Cox") and the Customer identified therein. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Fiber Internet ("CFI") services ("Services") provided to the Customer. To qualify for any credits below, Customer must call in to request a credit within thirty (30) calendar days of the applicable event.

**A. Network and Service Availability.** Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and nine-tenths percent (99.9%) of the time ("Service Availability"). This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

**1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

**2. Service Interruption Credits.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

Services Interruption Length	Credit
> 4 hours to < 8 hours	5% of MRC
> 8 hours to < 16 hours	10% of MRC
> 16 hours to < 24 hours	15% of MRC
> 24 hours	20% of MRC

Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

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

[http://online.coxbusiness.com/svpn/cbs\\_stats/](http://online.coxbusiness.com/svpn/cbs_stats/)

**1. Network Latency Credit.** If the Cox Network Latency Service Level is greater than fifty (50) milliseconds in a calendar month, the credit allowance shall consist of 10% off the monthly recurring charge ("MRC") for CFI Services for the applicable month.

**C. Data Delivery.** Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery. Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

[http://online.coxbusiness.com/svpn/cbs\\_stats/](http://online.coxbusiness.com/svpn/cbs_stats/)

**1. Data Delivery Credit.** If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for CFI Services for the applicable month.

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

**II. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

**A. Service Response and Repair.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. Trouble Reports received by Cox will be resolved, on average, within four (4) hours with respect to electronic failures and within eight (8) hours with respect to cable failures. A customer's mean time to repair will be calculated by the sum of customer incident minutes per month divided by the total number of incidents reported per month.

### **III. Service Installation Intervals.**

**A. Service Installation and Availability.** Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

**1. Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, at the time of contract signing. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") for CFI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

### **2. Exceptions to Installation Delay Credits.**

Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

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

**V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for CFI Services. Furthermore, in any calendar month, customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for CFI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.



Cox Metro-Ethernet and CloudPort  
Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").

2. **Layer 2 VPN Services Description.**

**Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.

**Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:

**Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.

**Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.

**Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third-party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.

**Service Topology:** Services are configured in either a multipoint (ELAN) or a point-to-point (ELINE) configuration.

**"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to the core, core network, and access to the core can be used. Specifically:

"End to End" Delay = Access to core Delay + Core Delay + Access to core Delay

"End to End" DDR = Access to core DDR \* Core DDR \* Access to core DDR

"End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

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

"End to End" Delay = Access to core Delay + Core Delay

"End to End" DDR = Access to core DDR \* Core DDR

"End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for the Customer as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for the Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to

have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.

4. **Layer 2 VPN Service Interruption.** A "Layer 2 VPN Service Interruption" is an interruption of a Port ("Affected Port") that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement. Still, it may entitle the Customer to a Service Credit (as defined below) for a qualifying Layer 2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when the Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

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

**Table 1.0**

Cox – Layer 2 VPN Services

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

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

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

**Service Quality Measurement Network Segments:**

**Core Network Measurements:**

"Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable

calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.

"Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**Access to Core Network Measurements:**

"Access Latency" as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

Access Data Delivery Ratio ("Access DDR"), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

"Access Jitter" as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

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

Table 2.0

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

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

9. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Layer 2 VPN Service issues, including troubles, outages, or Layer 2 VPN Service Interruptions. The customer shall call Trouble Reports at the telephone number provided by the Customer's local market sales representative. A "Trouble Report" means any report made by the Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

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

10. **Layer 2 VPN Service Installation Intervals.**

**Layer 2 VPN Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision, and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.

**Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.

Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

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

Exceptions. Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third-party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation, or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.

Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, the Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

## Appendix B: Cox Service Agreement(s)

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



Commercial Services Agreement

\_\_ / \_\_ / 2024

<b>Cox Account Rep:</b>		<b>Cox System Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>			

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

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

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

## Cox Response to Jefferson Parish Government

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

EXHIBIT A

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

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

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable

or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

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

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

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

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

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

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

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

## Appendix D: Cox Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	<b>CONTACT</b> NAME: Linda Smith PHONE (A/C No. Ext): 678-393-5228 FAX (A/C No.): 678-393-5240 E-MAIL: linda_smith@aig.com ADDRESS:														
<b>INSURED</b> Cox Communications, Inc. Cox Communications Louisiana, LLC PO Box 105357 Atlanta GA 30348	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Company of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: AIU Insurance Company</td> <td>19399</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of Pittsburgh	19445	INSURER B: AIU Insurance Company	19399	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Union Fire Insurance Company of Pittsburgh	19445														
INSURER B: AIU Insurance Company	19399														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER: 937223682		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURED RET GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO/JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL3580281	1/1/2024	1/1/2025	EACH OCCURRENCE \$4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$4,500,000 GENERAL AGGREGATE \$30,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4888803 CA4888804 CA7281099	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	COMBINED SINGLE LIMIT \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC080772120 WC080772121 WC080772122	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council are Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  Jefferson Parish 200 Derbigny Street Gretna LA 70053	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Christopher R. Ward</i>
---	--

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of  
policy No. GL 398-02-81 issued to COX ENTERPRISES, INC.,  
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

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

**EXTENSION SCHEDULE OF NAMED INSURED**

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

COX COMMUNICATIONS, INC.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of

policy No. CA 488-88-03 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

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

**EXTENSION SCHEDULE OF NAMED INSURED**

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

COX COMMUNICATIONS, INC.

## Appendix E: Cox Licenses

*Louisiana Public Service Commission*

*Certificate of Authority to Operate*

Certificate Number TSP00137-B

*A Certificate of Authority to Operate is hereby granted to*

COX LOUISIANA TELCOM, L.L.C.  
D/B/A COX COMMUNICATIONS

(Reissued pursuant to name change from  
Cox Louisiana Telecom II, L.L.C.)

*A telecommunications service provider under the laws of Louisiana, whose principle office location or place of business is 1400 Lake Hearn Drive, Atlanta, Georgia 30319.*

*Cox Louisiana Telcom, L.L.C. d/b/a Cox Communications shall operate in full accordance with the rules and regulations of the Louisiana Public Service Commission relevant to the provision of telecommunications services. A letter of non-opposition was issued on December 18, 1998 approving the name change and corporate structure. The application as filed provides for Competitive Local Exchange Carrier Telecommunications Services and Resold Interexchange Telecommunications Services to include operator services within Louisiana.*

*Witness the signature and seal of the Commission at Baton Rouge, Louisiana this 25th day of February, 2000.*

*Louisiana Public Service Commission*  
Attest:

  
Lawrence C. St. Blanc  
Secretary



## Occupational License Tax Renewal Form

Retail MDSE/Service/Rental

Jefferson Parish  
PO Box 248  
GRETN, LA 70054-0248  
(504) 363-5637

Jurisdiction: UnincorporatedAccount #: 18211405Year: 2024Confirm #: W4ITIUO54B

## Taxpayer Information

Name: <u>Cox Communications Louisiana - VET MEM BLVD</u>	Phone: <u>8009279800</u>
Address: <u>4852 Veterans Memorial Blvd</u>	E-Mail: <u>cox@cscglobal.com</u>
<u>Metairie, LA 70006</u>	Business Start: _____

1 Total Gross Annual Sales/Receipts	\$7,736.34
3 Cash discounts & credits on returned merchandise	
11 Total Deductions	
12 Adjusted Gross	\$7,736.34
13 Tax Basis ( Multiplied by 365/days in business this year)	\$7,736.34
16 Tax (Based on attached table) :	\$50.00
21 Penalty 5% per month (If not paid by March 1st) * Max 25% :	
22 Interest 12% per annum (If not paid by March 1st) :	
26 Total Due (Tax + Penalty + Interest) :	\$50.00
31 How many employees does this business employ?	
32 What is the approximate square footage occupied by this business?	

Payment Method:	Checking
Tax Due:	\$50.00
Convenience Fee:	\$0.00
Total Due:	\$50.00