

AT&T Response to Tahoe Truckee Unified School District's RFP 25-100 for Data Transport Service E-rate

January 08, 2025

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January 08, 2025

Todd Rivera
Chief Business Officer
Tahoe Truckee Unified School District
Donner Pass Rd.
Truckee, CA 96161

Dear Todd Rivera:

In response to the Tahoe Truckee Unified School District E-Rate Form 470 #250001399 and RFP for RFP 25-100 - Data Transport Service E-rate, we're submitting the attached proposal for an AT&T solution that addresses your requirements.

AT&T is an experienced provider of E-Rate-qualified services. Our Service Provider Identification Number (SPIN) information is as follows:

- Service SPIN 143002665

In the following proposal, we describe the solution and summarize its benefits. We also describe the advantages of working with AT&T.

We're confident in the strength of this offer and in our capabilities to deliver and support it. We look forward to working with you.

Sincerely,

Robin Walker
Lead Client Solutions Exec 3 Hybrid



Next Level Network - A new standard for networking

An AT&T Response to the Tahoe Truckee Unified School District RFP 25-100 for Data Transport Service E-rate

January 08, 2025

Robin Walker

Lead Client Solutions Exec 3 Hybrid

AT&T

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Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of **90** days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-Rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the USAC after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the USAC's decision on these matters.

End User Equipment—E-Rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-Rate Applicants. For additional information, reference USAC website at www.usac.org/e-rate and Cost Allocation Guidelines for Services at www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

Special Construction Charges—Site visit may be required, and any potential special construction and on-site facilities charges are not known by AT&T at this time. Customer should note that Special Construction charges may apply when the order is placed for services.

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Copyright Notice and Statement of Confidentiality—© 2024 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Product Disclaimers

AT&T Switched Ethernet Service on Demand is provided by AT&T's Incumbent Local Exchange Carrier in each respective state.

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Executive Summary

Today's schools are under pressure to deliver more content via formats such as online interactive lessons and live videoconferencing. Using E-Rate services, Tahoe Truckee Unified School District can take advantage of technology to expand the ways you provide education and support your staff.

Today's schools are under pressure to implement the latest technology to enhance teaching, improve learning, and streamline management. To meet these demands, educational institutions like Tahoe Truckee Unified School District are looking at new ways to take advantage of evolving technologies.

Moreover, you need a supplier that can effectively support your goals while helping you maximize your E-Rate benefits. E-Rate funds can help pay for some of the following expenses:

- **Infrastructure**—Wi-Fi connectivity is becoming more common in the classroom, and new funding sources are available to support improved Wi-Fi. As a result, you have a unique opportunity to revisit your requirements and potentially add or enhance infrastructure.
- **Telecommunications**— Ethernet services offer the high speeds and reliable connectivity to support demanding learning and collaboration applications for large groups of students, faculty, and staff.
- **Internet Access**— The internet is critical to today's schools. Therefore, you need enough bandwidth to adequately support growing use.

Solution

We understand your challenges and the technologies that drive your educational institution. As a result, we've designed a solution that can help enable you to upgrade your technology, enhance your infrastructure, and gain additional efficiencies, which can help improve student achievement and expand the content available to your students.

Your solution includes the following:

- **AT&T Switched Ethernet on Demand (ASEoD)** is a transport service that transmits Ethernet traffic among multiple locations and uses AT&T Network on Demand to provision and scale bandwidth and other network services.

The solution has these key features:

- **Five Classes of Service (CoS) with Service Level Agreements (SLAs)** allow you to tune an Ethernet connection to each application's specific needs such as the real-time and interactive requirements of delay-sensitive voice, video, and financial transactions. This capability enables your high-bandwidth network to efficiently and reliably transport interactive voice and video, which helps ensure that your employees can successfully communicate and collaborate.
- **Per Packet Class of Service** lets you prioritize different types of traffic on a single converged network and enable real time application data to be routed with top priority. This helps negate the need for a physically or logically divided network.
- **Dynamic Bandwidth Speeds of 2 Mbps to 100 Gbps** are available and include four physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.
- **Any-to-Any Connections** enables you, via Ethernet Virtual Connections (EVCs), to configure any port so that it connects to any other port in your network. As a result, a single Ethernet connection can provide your locations with access to various remote resources, such as virtual connections to primary and backup data hosts.
- **A Self-Service Portal** provides an intuitive, user-friendly interface that enables easy, near-real-time provisioning, network scaling and management. The portal lets you add sites, deploy or change services, and scale bandwidth to meet changing demands. As a result, you can quickly and easily optimize your infrastructure and focus on your core business instead of handling time-consuming IT tasks.
- **Flexible Configurations** let you link your locations via a virtual LAN or establish virtual private lines from remote locations to a main data center. We offer three configurations: Point-to-Point (between two ports), Point-to-Multipoint (hub-and-spoke design: virtual connections to remote sites), or Multipoint-to-Multipoint (three or more ports: any-to-any connectivity). These options enable you to adjust and scale your virtual connectivity arrangement to accommodate additional sites and networking requirements. As a result, your network and operations can more quickly and easily keep up with changes in your business.
- **Internet EVC (IEVC) with AT&T Switched Ethernet with Network on Demand (ASEoD)** allows you to connect your ASEoD network location to the internet by activating an IEVC on your port. You can configure an IEVC as you would a traditional EVC through the self-serve portal on a virtual local area network (VLAN) port with IEVC speeds up to 1 Gbps. As a result, you can have your secure virtual private network and Internet access on a single connection—providing improved management of your bandwidth.

AT&T Advantages

Working with AT&T gives you the following advantages:

- **Best Practices for Education Networks**—As educators prepare for the digital future, connectivity has the power to deliver engaging, high-value personalized learning to advance student success and equity in education. That’s why AT&T Public Sector provides agile, affordable and innovative solutions for K-12 schools, colleges and universities to connect students and reimagine the campus experience. Schools, colleges and universities connect more than 700,000 students and teachers across 50 states with mobile broadband connectivity.
- **Education Experience**—We bring considerable technology, expertise, and education experience to your institution. AT&T has participated in federal school and library funding programs such as E-Rate for decades, and we're one of the E-Rate program's largest service providers. That's just one of the ways we're helping to expand affordable access to advanced connectivity services. We remain committed to making broadband available for all students, paving the way to participate equally in education. For more information on how AT&T is helping close the homework gap, visit www.att.com/closethegap.
- **Education Investments**—With millions in the United States still lacking internet, isolating them from digital literacy skills and a pathway to economic opportunity, AT&T recently announced it is committing an additional \$3 billion by 2030 to help close the digital divide, bringing the company’s total commitment to \$5 billion since 2021. This cumulative commitment includes an ambitious goal to help 25 million people get and stay connected to affordable, high-speed internet access throughout this decade. In 2021, as part of our \$2 billion commitment to bridge the digital divide, we established AT&T Connected Learning, a multi-year initiative focused on digital inclusion, digital literacy, and digital learning. Our goal is to provide one million people in need—kids and families—with digital resources by 2025.
- **Fostering Diversity in Leadership**—AT&T is committed to connecting people to greater possibilities by fostering a diverse and inclusive environment. With nearly 37,000 active members in our Employee Groups and impactful initiatives like the HBCU Future Leaders Program, we are dedicated to nurturing diverse talent. Our efforts are recognized with top industry accolades, including Fortune's #1 telecom in the World's Most Admired Companies and a 100% score on the Disability Equality Index.
- **Community Engagement**—In 2023, AT&T and the AT&T Foundation contributed \$77.5 million to philanthropic organizations, focusing on education, community support, health services, and the arts. We prioritize underserved communities and provide

innovative connectivity solutions to bridge the digital divide in K-12 schools, colleges, and universities across 50 states.

- **Investing in Our Network**—Over the past five years (2019-2023), AT&T invested more than \$145 billion primarily in our wireless and wireline networks, including capital investments and acquisitions of wireless spectrum.
- **Single Point-of-Contact**—Your dedicated sales executive is available by phone or email to discuss your AT&T services. This expert can answer your questions, resolve service issues, and provide tailored solutions. Supported by AT&T’s extensive technical resources, your sales executive is your primary point of contact.
- **Innovation**—AT&T Labs, with over 140 years of innovation heritage, boasts eight Nobel Prizes and more than 12,500 patents. Focused on AI, cybersecurity, networking, and data science, AT&T Labs leads advancements in 5G, software-defined networking, and IoT solutions. The AT&T Foundry innovation centers rapidly develop and test emerging technology prototypes, driving new business opportunities and growth for AT&T and its customers.
- **Global Business Communications Leader**—AT&T serves nearly 2.5 million of the largest global companies, government agencies, and small businesses, including approximately 2,000 of the largest multinational customers (MNCs), reinforcing our leadership in global business communications.
- **Environmental Responsibility**—AT&T is committed to achieving carbon neutrality by 2035 with net zero Scope 1 and 2 emissions. We've already reduced these emissions by nearly 52% since 2015 and aim for a 63% reduction by 2030. Our Connected Climate Initiative also aims to help business customers cut 1 billion metric tons of emissions by 2035.
- **Fiber Internet Coverage**—AT&T is the nation's largest fiber internet provider bringing fiber connectivity where businesses need it the most. As of 4Q23, more than 850,000 U.S. business buildings are lit with fiber from AT&T, enabling high-speed fiber connections to over 4 million U.S. business customer locations. Nationwide, more than 10 million business customer locations are on or within 1,000 feet of our fiber.

Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You’ll receive ongoing, coordinated support from your account team for all of your AT&T services.

Your AT&T Account Team

Name	Title	Phone Number	Email
Robin Walker	Lead Client Solutions Exec 3 Hybrid	+1 916.425.1460	robin.r.hand@att.com

AT&T has rich experience and proven success in integrating and managing networks and network infrastructure for institutions like yours. Following on our long history of supporting education, we remain committed through active sponsorships and partnerships—and we can help you reach your goals. We welcome the opportunity to work with you.

**AT&T's General Response to
TAHOO TRUCKEE UNIFIED SCHOOL DISTRICT'S REQUEST FOR PROPOSAL FOR
DATA TRANSMISSION SERVICE (DTS)
("AT&T's General Response")**

AT&T Enterprises, LLC as successor in interest to AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the attached proposed AT&T Master Agreement (sometimes referred to as the AT&T Unified Agreement); (b) corresponding Pricing Schedule(s); (c) the attached AT&T E-Rate Rider (d) any related transactional documents (collectively, the "Proposed Contract Documents"); and (e) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response, including the E-Rate Response Supplement to RFP. ***Tahoe Truckee Unified School District*** may be referred to as the "Customer" within this Response.

The pricing submitted in this Response assumes use of the Proposed Contract Documents as the basis of any final, negotiated contract between the parties.

AT&T takes a general exception to all the terms and conditions contained in the RFP. This applies whether or not such exception is identified in the Response in the section of the RFP to which the exception corresponds. AT&T takes such a general exception primarily because the RFP does not contain the product-related contractual terms and conditions necessary for AT&T to properly deliver the products and services described in the Response. AT&T may have also taken specific exceptions to certain RFP provisions but has not made a final, complete comment on every such provision. Please note that AT&T's General Response, and the general exception above, applies in all instances, including those where specific comments/exceptions have been made and those where such comments/exceptions have not been made. The absence of any individual response to a specific section of the RFP cannot be considered a waiver of any objection or an agreement to that section's provisions. Similarly, the inclusion of any specific comment/exception does not remove the applicability of this general exception.

Note that included within this "AT&T's General Response" section of the Response, in the interest of efficiency, are statements that apply to provisions throughout the RFP and should be read as applicable to any and all such related provisions. In that regard, note that:

- AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.
- The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-Rate filing window

closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.
- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.
- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.
- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2025 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.

- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Enterprises, LLC. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

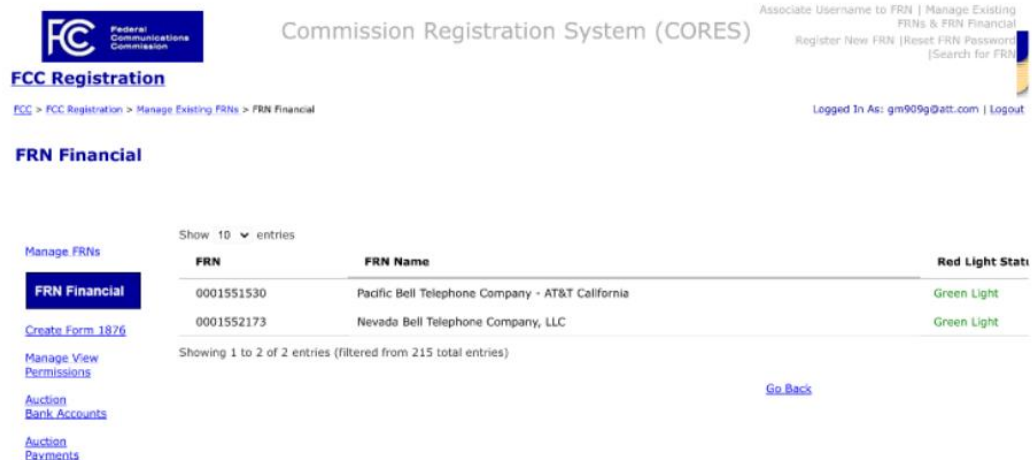
Notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor Customer is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident, if AT&T is selected, this will be a successful contracting process, leading to a successful project performance.

**E-RATE RESPONSE SUPPLEMENT TO RFP
("E-RATE RESPONSE SUPPLEMENT")**

As noted in AT&T’s response to **Tahoe Truckee Unified School District’s Request for Proposal for Data Transmission Services**, this *E-Rate Response Supplement to RFP* supplements the response as it relates to certain E-Rate related topics. In some places, the below refers to the AT&T E-Rate Rider, which is part of the Proposed Contract Documents in AT&T’s response.

- EXPERIENCE.** The AT&T family of companies (“AT&T”) has been participating in the E-Rate program for schools and libraries since the program's inception and can provide a wide range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.
- ATT COMPLIANCE WITH FCC RULES.** AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.
- SPIN and FCC REGISTRATION.** AT&T Switched Ethernet on Demand (ASEoD) will provide the services hereunder. Evidence of Pacific Bell Telephone Company, AT&T California’s most recent Service Provider Annual Certification Form can be found at the following link: Spin Contact Search (usac.org) Proof of AT&T’s “green-light” status is attached hereto. Pacific Bell Telephone Company, AT&T California’s 143002665 and its Federal Communications Commission Registration Number is 0001551530.



The screenshot shows the FCC Registration System (CORES) interface. At the top, there is a navigation bar with links: "Associate Username to FRN | Manage Existing FRNs & FRN Financial", "Register New FRN | Reset FRN Password", and "Search for FRN". The user is logged in as "gm909g@att.com".

The main content area is titled "FRN Financial" and includes a table of FRN entries. The table has columns for "FRN", "FRN Name", and "Red Light Status".

FRN	FRN Name	Red Light Status
0001551530	Pacific Bell Telephone Company - AT&T California	Green Light
0001552173	Nevada Bell Telephone Company, LLC	Green Light

Below the table, it says "Showing 1 to 2 of 2 entries (filtered from 215 total entries)". There is a "Go Back" link at the bottom right of the table area.

- **E-RATE COMPLIANCE TRAINING.** AT&T has a policy that all individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. AT&T E-rate Training material is based on FCC/USAC E-rate program rules and information primarily from the SLD website @ <http://www.universalservice.org/sl/>.
- **INVOICING (SPI and BEAR billing).** AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method (See Section 10 of the AT&T E-Rate Rider).
- **COMMENCEMENT OF WORK.** See Section 6 of the AT&T E-Rate Rider for options for timing of commencement of work (Customer will select an option in Section 6).
- **SERVICE IMPLEMENTATION AND CUSTOMER INITIATED CHANGE REQUESTS.** AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the Customer's network. The Customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution.

Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for Customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](https://www.usac.org)

- **TIMELY INFORMATION AND DOCUMENTATION.** AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.
- **INVOICE PRE-APPROVAL.** AT&T will comply with all applicable E-rate rules, but E-rate rules do not require AT&T to pre-submit invoice copies for Applicant approval prior to filing.
- **LOWEST CORRESPONDING PRICE.** AT&T complies with all USAC guidelines and FCC Rules, including those around the Lowest Corresponding Price.
- **NATIONAL SECURITY THREATS.** AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the

E-rate program as first outlined in November 2020 in DA 20-1418, the 2021 Eligible Services List. [Eligible Services List - Universal Service Administrative Company \(usac.org\)](#).

- **RECORD RETENTION.** AT&T will follow all FCC rules (47 CFR 54.516 Audits and Inspections) around document retention, audits and inspections. Any additional record retention and audit requirements will be as set forth in the Proposed Contract Documents.
- **AMORTIZATION OR INSTALLATION PAYMENTS OF SPECIAL CONSTRUCTION CHARGES.** AT&T does not offer the option to amortize or provide for installment payments of special construction charges. If you would like information about possible financing options through an AT&T affiliate, please inquire with your AT&T Account Team.
- **PROGRAM INTEGRITY ASSURANCE (“PIA”) REVIEW.** AT&T will comply with applicable E-Rate rules and respond to E-Rate PIA reviews with details requested by the reviewer to the extent we are able to do so.
- **CALIFORNIA TELECONNECT FUND PARTICIPATION.** For Customers that may receive services in California, the AT&T family of companies has been participating in the California Telecommunications Fund (CTF) Program since the program's inception. Evidence of AT&T’s eligibility can be found at the following website: [California Teleconnect Fund](#)
- **OKLAHOMA UNIVERSAL SERVICE FUND.** For Customers that may receive services in Oklahoma, AT&T participates as a Service Provider in the Oklahoma Universal Service Fund (OUSF) program and follows all rules and regulations per Oklahoma Corporation Commission Website @ [Oklahoma Universal Service Fund](#).

The RFP contains several provisions and references related to the Federal Schools and Libraries Program, commonly known as “E-Rate” or the “E-Rate Program”. Please review the E-Rate Rider in full and refer to the E-Rate Rider for additional information about the contract terms that will apply with regard to the E-Rate Program.

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Termination Fees—If AT&T is the current provider of service at a location and customer continues the identical service at that location, termination charges would not apply to such service at such location. If AT&T is not the current provider, AT&T does not agree to pay off termination charges to another service provider.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Copyright Notice and Statement of Confidentiality—© 2025 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Implementation—AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the customer's network. The customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution. Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](https://www.usac.org).

AT&T Response:

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and assumes use of AT&T contract documents and an E-Rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

RFP Response



RFP 25-100
Data Transport Service - E-rate YR 2025 (YR28)

PROPOSAL DUE DATE

RFPs must be submitted by
January 8, 2025
Before 3:00 PM

SUBMIT RESPONSE TO
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
ATTN: Todd Rivera
11603 Donner Pass Rd.
Truckee, CA 96161-4953

Notice to Responders

NOTICE IS HEREBY GIVEN that Tahoe Truckee Unified School District, acting by and through its Board of Education, hereinafter referred to as “the District” will receive up to, but no later than January 8, 2025 at 3:00 p.m. sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 25-100
Data Transport Service E-rate

Questions

All questions regarding this RFP are due on or before November 27, 2024 at 4:00 p.m. via email to: erateyr28@ttusd.org with the subject line of “RFP 25-100 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website December 4, 2024 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <http://www.ttusd.org/erateyr28> for updates or addenda.

Due Date

RFPs are due at the District Office for time and date stamping at or before 3:00 p.m., January 8, 2025. One original proposal, two copies, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 25100 to Tahoe Truckee Unified School District, District Office, 11603 Donner Pass Road, Truckee, CA 96161**. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the **District Office** by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All Responders must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

The RFP will be posted to the District website <http://www.ttusd.org/erateyr28>. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs.

AT&T Response:

AT&T takes exception to the waiver of *“any irregularities or informalities”* portion of this provision as used here and throughout this RFP to the extent that it implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the government procurement process.

The District reserves the right to negotiate any aspect of any proposal deemed responsive to this RFP. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

AT&T Response:

AT&T’s proposal represents a packaged offer to the Customer and cannot at the discretion of the Customer be broken apart by the selection or rejection of distinct portions or provisions.

AT&T’s proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, and implementation schedule.

See AT&T’s General Response. Notwithstanding anything contained in the RFP and associated attachments and exhibits to the contrary, all terms and conditions relating to pricing, payment and invoicing shall be as set forth in the Proposed Contract Documents.

AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the Customer to deal with a potential partial award by the Customer.

If no proposals are received by RFP deadline, the District reserves the right to extend the deadline by seven (7) days and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.

Tahoe Truckee Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

AT&T Response:

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

The Tahoe Truckee Unified School District (hereafter “District”) is soliciting proposals from Responders for Telecommunications Service for a multi-year contract for Lit Fiber Optic Ethernet Transport Services – E-Rateable Service: The District is soliciting qualified contractors to submit an installation and ongoing service bid for a point-to-multi point Lit fiber optic Ethernet Transport Service. All equipment included in the Lit Fiber Optic will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

The circuits included in this RFP are being re-bid because their contract terms are ending in the upcoming E-Rate funding year. The District does not currently contemplate changes to existing bandwidth needs or the A and Z location addresses for these connections. Should, as a result of this open and fair competitive bidding process, the District select the incumbent provider’s proposal as the most cost-effective, it is the District’s expectation that there be no interruption or change in service when migrating from the existing contract to the renewal contract. This requirement should not by any measure be construed as a preference to the incumbent provider(s); rather, it is to outline the District’s expectations for contract renewals should the incumbent provider(s) be selected as a result of the fair and open competitive bidding process.

AT&T Response:

AT&T will use due care, but AT&T does not assume responsibility for interactions with non-AT&T pre-existing systems.

For clarification, no one can guarantee that **Tahoe-Truckee Unified School District** will never have an outage -- “uninterrupted service for all users.” Too many factors such as fire, storms, accidents, third-party actions, etc. are outside AT&T’s control. AT&T will provide the level of redundancy and reliability as specified in our proposal.

Further, AT&T cannot agree to meet vague, unidentified “*expectation that there be no interruption or change in service when migrating*” as that term is somewhat undefined in this context and potentially open to multiple interpretations. AT&T will provide the services as outlined in its proposal Response and resulting contract documents in a manner mutually agreed by the parties.

The District reserves the right to retain all of the RFPs and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

AT&T Response:

AT&T is proposing a contract, which when mutually agreed by the parties, will form the complete and final agreement of the parties. AT&T is open to incorporating the RFP terms and AT&T’s associated Response documents, into the final contract to the applicable services. However, the final negotiated contract documents will take precedence over such incorporated documents.

See AT&T’s General Response. Notwithstanding anything contained in this RFP and associated attachments, exhibits and addenda to the contrary, all terms and conditions relating to contract documents, order of priority as well as entire agreement or integration clause shall be as set forth in the Proposed Contract Documents, in particular Section 1.1 (“*Overview of Documents*”), 1.2 (“*Priority of Documents*”) and Section 10.16 (“*Entire Agreement*”), respectively, of the Unified Master Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of

proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District’s consent or proposer’s recourse to Public Contract Code Sections 5100, et seq.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception. AT&T has a policy that all individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. Further, individuals who are newly assigned to E-Rate activities are required to complete online E-Rate Compliance training prior to engaging in such activities. AT&T E-Rate Training material is based on FCC/USAC E-Rate program rules and information primarily from the SLD website @ <http://www.universalservice.org/s/>. In addition, AT&T maintains a team of Regional E-Rate Subject Matter Specialists who provide E-rate Sales and Compliance direction to E-Rate Sellers and our Operational Support teams. Further, there are other AT&T staff members in Compliance, Legal and Regulatory organizations who provide supplemental E-rate guidance as required.

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 10.12 (“*Compliance with Laws*”) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

RFP Schedule

November 20, 2024	RFP Released - Posted
November 27, 2024	Question Deadline
December 4, 2024	Questions Responses Posted
January 8, 2025	RFP Closing - RFP Due
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately March 2025)
Purchase Orders	Contingent on E-RATE Award and District approval

About the District

The Tahoe Truckee Unified School District is located in Placer County on the City of Truckee. The District covers 723 square miles and operates five elementary schools, two middle schools, two high schools, one alternative school, one continuation High School and two other District facilities. The District serves approximately 4,000 K-12 students. The Lake Tahoe region is precious, and we value our physical environment and integrate this element into our educational goals. More information about the District and its facilities can be found on the District's website at <https://www.ttusd.org>.

Scope of Work

The Tahoe Truckee Unified School District (hereafter "District") is soliciting proposals from Responders for Telecommunication Service for a multi-year contract.

The District is soliciting qualified contractors to submit an installation and ongoing service bid for a point-to-multi point Lit Fiber Optic (or point to multi point) Lit Fiber Optic Ethernet Transport Service. All equipment included in the Lit Fiber Optic option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee. The district expects all of the circuits listed in this RFP to be eligible for Federal Erate and State CTF discounts.

AT&T Response:

AT&T is experienced with CTF and works through its Regulatory Department to ensure its contracts are timely filed with the CPUC and includes the eligible CTF products/services. Please note that the final determination of a customer's CTF eligibility is made by the CPUC and that it is the Customer's responsibility for the outcome of the CPUC's decision on these matters. AT&T abides by all CTF requirements. Evidence of AT&T's eligibility can be found at the following website: [California Teleconnect Fund](#).

AT&T Services eligible for CTF discounts can be found at:
<https://www.corp.att.com/erate/california-teleconnect-fund-program/>.

Special construction costs MUST be separately identified on a per service basis. Nonrecurring/special construction costs MUST NOT be billed until after circuit installation is complete and District has verified installation. If providers are unable to accept this term, providers MUST provide an alternate proposal for billing and payment of non-recurring costs.

The District will not be responsible for any easement/right of way costs incurred by the proposer while implementing the solution. The minimum point of entry (MPOE) and demarcations point at each site shall be determined by the District. All costs proposals MUST include pricing to install services to the MPOE and extension to the demarcation point.

AT&T Response:

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of a certain specified date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal Response. Equipment or services which are not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

If special construction costs are not specified or are specified as zero dollars, the proposer will be responsible for construction up to the MPOE and extension to the demarcation point at each site as determine by the District at no cost to the District.

Requirements for Data Transport Services

This section defines specifications for Telecommunications Services for the Tahoe Truckee Unified School District. A list of school and site locations is enclosed.

1. All plans proposed should include detailed billing.
2. Host site (11725 Donner Pass Road, Truckee, CA 96161) connections must be able to:
 - Support the consolidated of remote site services as requested by the District (e.g. 10 remote sites between 250 Mbps up to 1 Gbps delivered to collector circuit of 10Gbps).
 - Support IEEE 802.1Q VLAN Tagging which meets District VLAN tagging needs.
3. Cost Proposal will include:
 - Costs for Services by site – See Cost Proposal

- Notes:
 - i. Existing Service is AT&T Data Transport Services
 - ii. Existing Line 1– District Office– has consolidation VLAN’s from each of the other listed sites to each host site. The District operates a “hub and spoke” network topology.
- 4. All sites listed must have the option to upgrade bandwidth incrementally as needed during the term of the contract.
- 5. All sites listed must have the option to downgrade bandwidth as needed during the term of the contract.

AT&T Response:

AT&T’s proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes /modifications made after submission will require mutual agreement/adjustment to the new scope and performance requirements. For the prices quoted AT&T will provide services for the listed sites. Any additional services will be provided at additional cost.

Any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for Customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-Rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](https://www.usac.org/).

See AT&T’s General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to amendments/changes shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

For clarification, any supplement to or modification of any provision of the Unified Agreement or changes in scope during the term of the contract must be in writing, mutually agreed and signed by authorized representatives of both parties.

- 6. Five-year (60 Month) term and Three-year (36 Month) term with option for two (2) annual extensions. Contract extensions and associated pricing must be included in original contract.

AT&T Response:

Any renewal or extension option would be exercisable only via mutual written consent.

Unless otherwise agreed upon, the contract start date will be July 01, 2025.

AT&T Response:

Please see the attached E-Rate rider.

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 2025 AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

7. Prices to remain firm through SLD approval, execution, and duration of the proposed contract.

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to pricing, invoicing and payment shall be as provided in the Proposed Contract Documents.

In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Tahoe Truckee Unified School District and documented with new price sheet sent to the District Office.

AT&T Response:

AT&T takes exception. The prices provided in this Response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to pricing, invoicing and payment shall be as provided in the Proposed Contract Documents.

8. All equipment/services costs must be new and included and identified separately.

AT&T Response:

Equipment will be new, except that repair parts may be new or manufacturer refurbished used parts.

9. Manufacturer must warrant all parts and equipment.

AT&T Response:

See AT&T's General Response. All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular Section 6 ("Limitations of Liability and Disclaimers") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

While AT&T does not provide any direct warranty, AT&T will pass through to the Customer any equipment or software warranties available from its Purchased Equipment suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

10. Vendor must be a certified reseller of parts and equipment.

11. Vendor must participate in the California Teleconnect Program.

AT&T Response:

AT&T is experienced with CTF and works through its Regulatory Department to ensure its contracts are timely filed with the CPUC and includes the eligible CTF products/services. Please note that the final determination of a customer's CTF eligibility is made by the CPUC and that it is the Customer's responsibility for the outcome of the CPUC's decision on these matters. AT&T abides by all CTF requirements. Evidence of AT&T's eligibility can be found at the following website: [California Teleconnect Fund](#).

AT&T Services eligible for CTF discounts can be found at:
<https://www.corp.att.com/erate/california-teleconnect-fund-program/>.

12. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors on "The Secure Networks Act".

AT&T Response:

AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-rate program as first outlined in November 2020 in DA 20-1418, the 2021 Eligible Services List. [Eligible Services List - Universal Service Administrative Company \(usac.org\)](#).

13. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

14. During the contract term should the A or Z location for any circuit need to be changed the awarded proposer will work with the District to move services to the new A or Z locations at no additional cost to the District and without increasing the contract period or changing the contract end date.

AT&T Response:

All terms and conditions relating to amendments and changes shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 ("Amendments and Waivers") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

15. Special construction cost must be separately identified on a per service basis. Non recurring/special construction cost must not be billed until after circuit installation is

complete and the District has verified installation. The District will not be responsible for any easement/right of way costs incurred by the proposer while implementing the solution the MPO and demarcation point at each site shall be determined by the District. All cost proposals must include pricing to install services to the MPOE and extension to demarcation point. If special construction costs are not specified or are specified as zero dollars, the proposer will be responsible for construction up to the MPOE and extension to the demarcation point at each site as determined by the District at no cost to the District.

Responder Service Provider Information

1. Length of time business has provided this type of service.

The W-9 for AT&T Enterprises, LLC is attached immediately, below.



2024 W9 ATT DW
Holdings Inc._DRE ATT

2. Responder Service Level Agreement (SLA) for your proposal.

AT&T Response:

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/>

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

3. Indicate any and all options available or proposed.

AT&T Response:

Security Services Options include AT&T Dynamic Defense™, the only comprehensive security solution that has built-in threat protection. Dynamic Defense is embedded in the AT&T Global Network infrastructure, so it can detect threats, filter malicious traffic, and execute security controls—before the data reaches your network. Exclusively available for new AT&T Switched Ethernet on Demand customers in select areas.

4. Indicated if pricing reflects individual “port /demark charges, or for the entire point-to-point circuit.
5. Please show applicable discounts separately, if applicable.
6. An implementation timeline proposal starting July 1, 2025.

AT&T Response:

AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

7. Indicate how charges will be incurred as services are implemented.

AT&T Response:

See AT&T’s General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to pricing, payment and invoicing shall be as set forth in the Proposed Contract Documents, in particular Section 4 (“Pricing and Billing”) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

8. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

AT&T Response:

Many AT&T customers are willing to discuss their services and their working relationship with us. However, because most businesses carefully protect their proprietary business and network information, they ask us to limit the types of requests that they receive about these services. Since these customers provide reference information as a courtesy to AT&T, we strictly honor their requests for how these contacts are made. If AT&T is selected, we will work with you to obtain reference contacts required to meet your needs.

During negotiations or presentations, your AT&T account team will secure customer references.

Most AT&T customers do not wish to be contacted directly and must specifically agree to be references. If you request specific customer references, your AT&T account team may arrange meetings between approved references and prospective customers and will provide that information during negotiations. So, your account team will work to arrange the customer meeting or to supply you with direct contact information.

Because we protect our client information, you can rest assured that your information will also be protected.

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

AT&T Response:

AT&T will provide services and, as appropriate, install, implement and cutover the system components called for in the agreed specifications for final acceptance of the services by the Customer. The services and components provided will operate in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties.

For clarification, AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in its proposal. Work which is not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.

AT&T Response:

Pacific Bell, AT&T California, SLD SPIN specific to AT&T Switched Ethernet on Demand in this RFP is 143002665.

3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:

<https://apps.fcc.gov/coresWeb/publicHome.do>

AT&T Response:

The Federal Communications Commission Registration Number (“FCCRN”) for Pacific Bell Telephone Company, AT&T California is 0001551530.

4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered nonresponsive. More information about FCC Red and Green Light Status may be found at this website:
<https://www.usac.org/service-providers/making-payments/latepayments-dcia-red-light/#red>.

AT&T Response:

Proof of AT&T’s green-light status is attached hereto.



Commission Registration System (CORES)

Associate Username to FRN | Manage Existing FRNs & FRN Financial
 Register New FRN | Reset FRN Password
 | Search for FRN

FCC Registration

FCC > FCC Registration > Manage Existing FRNs > FRN Financial

Logged In As: gm909g@att.com | Logout

FRN Financial

[Manage FRNs](#)

FRN Financial

[Create Form 1876](#)

[Manage View Permissions](#)

[Auction Bank Accounts](#)

[Auction Payments](#)

Show 10 entries

FRN	FRN Name	Red Light Status
0001551530	Pacific Bell Telephone Company - AT&T California	Green Light
0001552173	Nevada Bell Telephone Company, LLC	Green Light

Showing 1 to 2 of 2 entries (filtered from 215 total entries)

[Go Back](#)

- Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Tahoe Truckee Unified School District notification to proceed with the order without funding approval or verification in writing from the Tahoe Truckee Unified School District to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with Tahoe Truckee Unified School District, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Tahoe Truckee Unified School District, and/or any contractor or subcontractor employed by Tahoe Truckee Unified School District, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

6. Goods and services provided shall be clearly designated as “E-rate Eligible”. Noneligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

AT&T Response:

AT&T understands, however, AT&T’s identification of certain services as “eligible” or “non-eligible” for Universal Service (“E-Rate”) funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T’s reasonable control. AT&T will take guidance from the “Eligible Services List” and the specific sections on product and service eligibility on the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) website:

<https://www.usac.org/e-rate/>. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the completed USAC “Bulk Upload Template” (Item 21). Subsequent schedules of values and invoices for each site must match or list subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

AT&T Response:

AT&T will assist in the preparation of the “Bulk Upload Template” in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template.

8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

9. Services providers must comply with the FCC rules for Lowest Corresponding Price

("LCP"). Further details on LCP may be obtained at USAC's

website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

3. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-servicesadvisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

AT&T Response:

Pursuant to E-Rate and FCC Free Services Advisory rules, Tahoe Truckee Unified School District will be responsible for paying for any amounts for which the SLD does not provide funding, unless E-Rate funding is lost or withdrawn solely as a result of AT&T's violation of E-Rate rules.

4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Tahoe Truckee Unified School District notification to proceed with the order without funding approval or verification in writing from the Tahoe Truckee Unified School District to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with Tahoe Truckee Unified School District, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Tahoe Truckee Unified School District, and/or any contractor or subcontractor employed by Tahoe Truckee Unified School District, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.


5. Early Funding Conditions:

- Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.

- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services ([DA 02-3365](#) , released December 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/>.


AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Tahoe Truckee Unified School District notification to proceed with the order without funding approval or verification in writing from the Tahoe Truckee Unified School District to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with Tahoe Truckee Unified School District, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Tahoe Truckee Unified School District, and/or any contractor or subcontractor employed by Tahoe Truckee Unified School District, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

- **Category 2**

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6. Invoicing

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method (See Section 10 of the AT&T E-Rate Rider).

Tahoe Truckee Unified School District must first obtain approval from the California Public Utilities Commission before CTF discounts can be provided. Additional information regarding the California Teleconnect Fund Program discount process can be found at [California Teleconnect Fund Program - E-Rate \(att.com\)](#).

7. FCC/SLD Auditability

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from

this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules (47 CFR 54.516 Audits and Inspections) around document retention, audits and inspections. Any additional record retention and audit requirements will be as set forth in the Proposed Contract Documents.

8. Procurement of Additional Goods and/or Services/Coterminous Expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

AT&T Response:

Please see the attached E-Rate Rider.

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 2025. AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

AT&T can agree to an extension of the contract period to the end of the E-Rate funding year; however, it would not be able to agree on an abbreviation of the contract period if the full contract term has not yet been met.

Proposal Format

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

“AT&T Proprietary/Confidential Information - Trade Secrets not for public disclosure, except to extent required by law.”

AT&T Response:

AT&T respectfully requests that information in this document be held confidential by the **State of California**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all

recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of services requested.

Evaluation Criteria

The Tahoe Truckee Unified School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices, labor rates, etc. 35%
- Extent of experience with the district 20%
- Implementation timeline 20%
- Service level agreement 15%
- Quote preparation, thoroughness, and responsiveness to the RFP 10%

The successful responder will be chosen based upon best value. The district reserves the right to reject any or all bids. A response that is received after the RFP due date or does not meet all requirements set within this RFP will be deemed disqualified for the remainder of the selection process.

AT&T Response:

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to pricing, invoicing and payment shall be as provided in the Proposed Contract Documents.

Contract Type

Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

AT&T Response:

AT&T is proposing a contract, which when mutually agreed by the parties, will form the complete and final agreement of the parties. AT&T is open to incorporating the RFP terms and AT&T's associated Response documents, into the final contract to the applicable services. However, the final negotiated contract documents will take precedence over such incorporated documents.

See AT&T's General Response. All terms and conditions relating to order of priority shall be as set forth in the Proposed Contract Documents, in particular Section 1.2 ("Priority of Documents") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

AT&T Response:

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 10.12 ("*Compliance with Laws*") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement.

AT&T Response:

See AT&T's General Response. All terms and conditions relating to independent contractors and/or the independent status of AT&T shall be as set forth in the Proposed Contract Documents, in particular Section 10.3 ("*Independent Contractor*") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

AT&T Response:

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to indemnification and third-party claims shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 7 ("*Third Party Claims*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

AT&T Response:

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to indemnification and holding the Customer harmless as well as limitations of liability shall be as set forth in the Proposed Contract Documents, in particular Section 7 ("*Third Party Claims*") and Section 6 ("*Limitations of Liability and Disclaimers*"), respectively, of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

AT&T Response:

AT&T will comply with all legally required background check requirements and will work with Tahoe Truckee Unified School District to address any additional background check policies consistent with applicable collective bargaining agreements, privacy concerns and AT&T policies.

Any additional background checks, beyond those which are legally required, will be as mutually agreed and at Tahoe Truckee Unified School District's expense.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

AT&T Response:

All terms and conditions relating to governing law and venue shall be as set forth in the Proposed Contract Documents, in particular Section 10.11 ("*Governing Law*") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP.

AT&T Response:

AT&T's proposal represents a packaged offer to the Customer and cannot at the discretion of the Customer be broken apart by the selection or rejection of distinct portions or provisions.

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, and implementation schedule.

All submitted RFPs and information included therein shall become public records upon delivery to the District.

"AT&T Proprietary/Confidential Information - Trade Secrets not for public disclosure, except to extent required by law."

AT&T Response:

AT&T respectfully requests that information in this document be held confidential by the *State of California*, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

AT&T Response:

With respect to purchases made via this proposal being contingent on E-Rate funding, AT&T responds as follows: The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff.

<https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/>

Accordingly, AT&T proposes the following language be included in the definitive agreement for non-appropriations and E-Rate funding termination right. While AT&T does not agree to make this contract “contingent”, AT&T would agree to the inclusion of a right to terminate the agreement if E-Rate funding is denied. Such non-appropriation and termination right would be subject to the following:

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW AGREEMENT (REPLACING THIS AGREEMENT) IS EXECUTED.

- A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer’s notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of

such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

AT&T Response:

Any renewal or extension option would be exercisable only via mutual written consent.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

AT&T Response:

AT&T Inc. and its affiliates have thousands of employees, and as AT&T Inc. is a publicly held company, it has millions of shareholders, many of whom may not be known by AT&T. It is not possible in any practical fashion to determine if any employee or other person connected with Tahoe Truckee Unified School District has a relationship with an AT&T employee or shareholder. AT&T is not aware of any significant conflict of interest related to this procurement.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

AT&T Response:

See AT&T's General Response. All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

AT&T Response:

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to patent and/or copyright infringement indemnity shall be as set forth in the Proposed Contract Documents, in particular Section 7 ("*Third Party Claims*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability

against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

AT&T Response:

AT&T would request notification of any work not completed per contracted specifications. AT&T must have an opportunity to remedy any instance that **Customer** identifies as not being performed per contracted specifications. Further, if AT&T is unable to complete the work, AT&T does not agree to pay excess costs (also known as “cover damages”) since it has no control over the price a secondary vendor might charge **Customer**. AT&T’s proposal is submitted subject to the default, termination and remedies of the Proposed Contract Documents.

AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of **Customer** and/or any contractor or subcontractor employed by **Customer**, or for problems resulting from causes beyond the reasonable control of AT&T. Also, AT&T would require 30-days’ notice and opportunity to “cure” any material breach before cancellation of the contract.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

“AT&T Proprietary/Confidential Information - Trade Secrets not for public disclosure, except to extent required by law.”

AT&T Response:

AT&T respectfully requests that information in this document be held confidential by the **State of California**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

AT&T Response:

AT&T Inc. and its affiliates have thousands of employees, and as AT&T Inc. is a publicly held company, it has millions of shareholders, many of whom may not be known by AT&T. It is not possible in any practical fashion to determine if any employee or other person connected with Tahoe Truckee Unified School District has a relationship with an AT&T employee or shareholder. AT&T is not aware of any significant conflict of interest related to this procurement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

AT&T Response:

The undersigned is unaware of a disqualification or debarment that would negatively affect our ability to provide the products and services.

BID PROTEST

A Responder may file a protest against the award of the Contract to any other Responder by following District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

AT&T Response:

AT&T reserves all protest rights afforded bidders/respondents participating in the government procurement process.

E-Rate Participation

AT&T Response:

The AT&T family of companies (“AT&T”) has been participating in the E-Rate program for schools and libraries since the program's inception and can provide a complete range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-Rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the

right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

AT&T Response:

In the event AT&T is awarded the bid, AT&T proposes the following language be included in the definitive agreement to be entered between the parties:

By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, and an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' prior written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service

Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>.

AT&T Response:

Pacific Bell, AT&T California, SLD SPIN specific to AT&T Switched Ethernet on Demand in this RFP is 143002665.

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

AT&T Response:

AT&T will not agree to an FOB Destination provision, as the terms of the Proposed Contract Documents and associated pricing quoted herein assumes FOB Shipping. However, if FOB Destination is required, AT&T is willing to negotiate such terms with the understanding that the final prices (not reflected in this bid Response) may increase as a result.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a

bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

List of Sites

Tahoe Truckee Unified School District					
School Name	Address	City	ST	ZIP	Telephone
District Office	11603 Donner Pass Road	Truckee	CA	96161	(530) 582-2500
Alder Creek Middle School	10931 Alder Drive	Truckee	CA	96161	(530) 582-2750
Coldstream Alternative School	11661 Donner Pass Road	Tahoe City	CA	96145	(530) 581-0157
Truckee River Program	10010 Estates Drive	Truckee	CA	96161	(530) 582-7770
Donner Trail Elementary School	52755 Donner Pass Road	Kingvale	CA	95728	(530) 582-2720
Glenshire Elementary School	10990 Dorchester Drive	Truckee	CA	96161	(530) 582-3720
Kings Beach Elementary School	8125 Steelhead Avenue	Kings Beach	CA	96143	(530)-582-3730
North Tahoe High School	2945 Polaris Road	Tahoe City	CA	96145	(530) 581-7000
North Tahoe Middle School	2945 Polaris Road	Tahoe City	CA	96145	(530) 581-7050
Sierra Continuation High School	11661 Donner Pass Road	Truckee	CA	96161	(530) 582-2640
Tahoe Lake Elementary School	375 Grove Street	Tahoe City	CA	96145	(530) 582-2700
Truckee Elementary School	11911 Donner Pass Road	Truckee	CA	96161	(530) 582-2650
Truckee High School	11725 Donner Pass Road	Truckee	CA	96161	(530) 582-2600

NIF (Non-Instructional Facilities)					
Transportation Office	12485 Joerger Drive	Truckee	CA	96161	(530) 550-0745
Warehouse & Maintenance	11643 Donner Pass Rd.	Truckee	CA	96161	(530) 582-2512
Rideout	740 Timberland Road	Tahoe City	CA	96145	(530) 581-0157

Any other location within the Greater Tahoe/ Truckee Area designated by the District

Cost Proposal

RFP 25-100

Responder Company Name: Pacific Bell Telephone Company, AT&T California

Responder Name: Robin Walker

Responder Title: Lead Client Solutions Exec 3 Hybrid

Responder SPIN: 143002665

Responder Phone: +1 916.425.1460

Please see 'Exhibit D' for pricing sheet

Please provide pricing for a 36-month contract with options for two one-year extensions and for a 60month contract term. Contract end dates should fall on June 30.

AT&T Response:

Any renewal or extension option would be exercisable only via mutual written consent.

Please include all estimated taxes, fees, and surcharges in all proposals. The District reserves the right to select the most favorable and appropriate solution this site. Include any one-time installation costs, if any. Include costs to extend service from MPOE to the MDF/IDF at the site.

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and/or services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid Response.

Proposers are permitted to propose optional services not specifically requested by the District as part of the RFP, however the District shall be under no obligation to consider, nor adopt, any such services.

Responding to Request For Proposal No. 25-100 due January 8, 2025 before 3:00 PM

RFP Form

RFP 25-100

Tahoe Truckee Unified School District
11603 Donner Pass Road
Truckee, California 96161


To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package ***** SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T’S PROPOSAL RESPONSE *****. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: Pacific Bell Telephone Company, AT&T California

Legal Status (i.e., sole proprietorship, partnership, corporation): Corporation

Tax I.D. Number (Sole Proprietorship Only): _____

Address:	2700 Watt Avenue Sacramento, CA 95821
Authorized Representative:	
	Signature
	<u>Robin Walker</u> Name (Print or Type)
	<u>Lead Client Solutions Exec 3 Hybrid</u> Title
	<u>01/08/2024</u> Date
	<u>+1 916.425.1460</u> Phone
	<u>Na</u> Fax

Address:	2700 Watt Avenue Sacramento, CA 95821
	robin.r.hand@att.com E-mail address




Letter of Agreement - RFP 25-100

Pursuant to the terms of Tahoe Truckee Unified School District's RFP # 25-100 for Data Transport Service, (Name of Company) Pacific Bell, AT&T California 's response to RFP #25-100 dated (mm/dd/yyyy) 01/08/2025, (Name of Company) Pacific Bell, AT&T California will provide the equipment and services per RFP # 25-100 effective the date of issuance of Tahoe Truckee Unified School District Purchase Order(s).

(Name of Company) Pacific Bell, AT&T California and Tahoe Truckee Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Tahoe Truckee Unified School District for E-Rate Year 2025 (Year 28), and Tahoe Truckee Unified School District Board of Education approval.

The Tahoe Truckee Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Tahoe Truckee Unified School District	<u>Pacific Bell, AT&T California</u> (Name of Company)
Authorized Representative Signature	 Authorized Representative Signature
Date: _____	Date: <u>01/08/2025</u>
Name: Kerstin Kramer	Name: <u>Robin Walker</u>
Title: Superintendent Chief Learning Officer	Title: <u>Lead Client Solutions Exec 3 Hybrid</u>
Address: 11603 Donner Pass Road Tahoe, CA 96161	Address: <u>2700 Watt Ave</u> <u>Sacramento, CA 95821</u>
Email: kkramer@ttusd.org	Email: robin.r.hand@att.com
Phone: (530) 582- 2550	Phone: <u>+1 916.425.1460</u>

Fingerprint Certification

RFP 25-100

Responder Certification

I, Robin Walker, am an authorized representative of/doing business as (Name of Responder/consultant) Pacific Bell, AT&T California, and hereby certify that, pursuant to Education Code Section 45125.1, ***** TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF ***** this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Tahoe Truckee Unified School District on behalf of this business entity, and that ***** TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF ***** none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 8th day of January, 2025, in Sacramento County, California.

Robin Walker

Name of Responder/Consultant (please print)

Lead Client Solutions Exec 3 Hybrid

Name/Title of Authorized Representative (printed)



(Signature)

Statement of Non-Conflict of Interest

RFP 25-100

The Responder hereby warrants that ***TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF *** he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that ***TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF *** it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.



Signature

Robin Walker

Printed Name

Lead Client Solutions Exec 3 Hybrid

Title

Pacific Bell, AT&T California

Responder

January 8, 2025

Date

Insurance Acknowledgement

RFP 25-100

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Tahoe Truckee Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1— all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general

liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

AT&T Response:

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to indemnification and holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular Section 7 ("*Third Party Claims*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.



Signature

Robin Walker

Printed Name

Lead Client Solutions Exec 3 Hybrid

Title

Pacific Bell, AT&T California

Responder

January 8, 2025

Date



AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

Services: "Service" or "Services" means all products and services (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

Execution by Affiliates: An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,



AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



E-Rate Rider

ATTACHMENT TO [Insert Title of Document] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by [Insert name of AT&T affiliate] (AT&T) and [] (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

- 1. Eligibility of Products and Services.** The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
- 2. Service Substitutions.** USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
- 3. Requested Information.** If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
- 4. Indemnities.** Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
- 5. Non-Appropriations.** By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

10. Unforeseen Special Construction Charges

- AT&T affirms that it has conducted due diligence to verify all costs associated with our proposal. However, if during the provisioning or installation process, the need for special construction to enable service installation at a site arises, the applicant shall have the option to amend the contract to remove the affected site without incurring any termination liability.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXTGen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

11. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

12. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in

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which charges may be invoiced.

13. **Invoice Timing**

No time limitation in the Agreement respecting late invoicing of non-discounted charges shall apply to invoicing for eRate-eligible Services.

14. **Contract Requirements.**

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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