



Board Agenda Item #	IV C: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools - Board of Directors
From:	Alfredo Rubalcava CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	<p>Retroactive approval of Magnolia Public Schools(MPS) E-Rate eligible equipment and services:</p> <ul style="list-style-type: none"> • Charter Spectrum: <ul style="list-style-type: none"> ○ 10 GBps Internet services(\$3,555.30/monthly) for Magnolia Science S Academy (MSA)-1, MSA- Santa Ana ○ 5 GBps Internet services(\$2,300.00/monthly) for MSA-2, MSA-6, MSA-7, and Home Office ○ Note: MSA-5 is collocated with MSA-1 and MSA-3, MSA-4, MSA-8, and MSA-San Diego are continuing multiyear contracts. • Digital Synergy <ul style="list-style-type: none"> ○ Cabling <ul style="list-style-type: none"> ▪ MSA-1 \$4,290.00 One time ▪ MSA-2 \$500.00 One time ▪ MSA-Santa \$ 14,327.11 One time ○ Equipments <ul style="list-style-type: none"> ▪ MSA-1 \$ 28,136.87 One time ▪ MSA-2 \$ 37,470.23 One time ▪ MSA-Santa \$ 38,014.17 One time

Proposed Board Recommendation

I move that the board to retroactively approve the winning bids which were approved by MPS CEO, Mr. Rubalcava with the powers granted to him by the board February 10th for the E-Rate RFP posting.

Background

E-Rate is a federal program that provides discounts on eligible technology products and services. Discounts are based on the percentage of enrolled students eligible for Free/Reduced Lunch per National School Lunch Program guidelines. MPS Charter District’s discount for FY2022 is



expected to be 80% for Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling). MPS' discount for voice services is expected to be 80% for FY2022.

For planning phase, we've reached out to all IT managers if their site needs any maintenance during the 2022 summer break as a preparation for the upcoming school year. After, we planned the requirements with MSA-1, 2, and Santa Ana's IT Managers who responded with the equipment and cabling needs. We let our consultants know those needs and published RFP on the E-Rate portal which is publicly available for E-Rate eligible vendors. We also opened or schools' doors to vendors for the site walkthrough to give us accurate estimates.

Consistent with E-Rate rules, MPS filed an FCC Form 470S (#220007873 for cabling and equipment and #220020021 for internet) and associated RFP to initiate an open and fair competitive bidding process. The milestones and important due date is listed below:

- 02/14/22 – Form 470 and RFP for E-Rate eligible equipment and services for all schools was released with proposal due date of 03/14/22. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- On 02/16/22, 02/18/22 – We released RFP Amendments to answer detailed vendor questions about our requirements and also opening for site walkthroughs.
- 03/14/22– Proposals were due.
- 03/16/22– Rasul Monoshev (MPS) and E-Rate consultant, Tom Wilkerson (Learningtech) met to go over the bid evaluation matrices and finalize the recommendation on the winning bids.
- 03/22/22 – The Form 471 submittal deadline. We will need to submit awarded winning bidder authorization on our end and request for funding for eligible items.

The bids evaluated with:

Factor	Weight
Cost of Eligible products and services during initial contract term	25%



Factor	Weight
Functionality/completeness/specifications of proposed solution ¹	24%
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	6%
Contract terms and conditions ²	5%
Projected implementation timeline based on prior performance	15%
Low cost of ineligible products and services ³ during initial contract term	15%
Extent to which a single-provider, turnkey solution is provided ⁴	5%
Quality of proposal documentation	5%
Total	100.00%

We received bids for

¹ In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]. For Category 1 services, whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections, is also a consideration. For Category 2, consideration is given to: completeness of solution; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided.

² Among other considerations as to terms and conditions, contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. In California, Vendors participating in California Teleconnect Fund may be scored higher. SPI invoicing is expected. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred.

³ Such as cost of handsets or Early Termination Fees.

⁴ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor completely addresses all the requirements (or even addresses multiple categories, such as Telecom and Internet). In the case of Category 2 services, Applicant has the preference, but not a requirement, for a solution wherein a single contract with a single vendor completely addresses all requirements; however, use of subcontractors is acceptable.



Category 1: From ATT and Charter Spectrum for internet service. The Charter Spectrum won the bidding process as a winning bid and was recommended for approval.

Category 2: From Digital Synergy, Gigacom, and X-Act Tech for the MSA-1, 2, and Santa Ana cabling and equipment needs. Digital Synergy won the bidding process as a winning bid and was recommended for approval.

Budget Implications

- The internet service and the RFPed technology needs are being budgeted for 2022-23 fiscal year -- internet service for all sites and cabling, networking equipment for MSA-1, MSA-2, and MSA - Santa Ana.

CFO Approval:

Attachments:

- Bid evaluation matrix
- MPS Released RFP and the amendments
- Bids from vendors for Category 1 and 2

For easier read and faster reach to specific sections of this combined document is organized with folder structure and are available here:

<https://www.dropbox.com/sh/afj9o7uo5r1rdv3/AAAgM-3MM0KKzHVSLBavIXj6a?dl=0>

Name of Staff Originator: Rasul Monoshev



SCORED BID EVALUATION MATRIX

Discount Percent for INTERNET Services		80%	Bidders:			
		SEE INSTRUCTIONS - START HERE tab; er		(This section is automatically Calculated)		
		Vendors' Scores		Vendors' Ratings		
		AT&T	Charter	AT&T	Charter	
1-time Non-recurring Costs	ELIGIBLE 1-time					
1-time Non-recurring Costs	NOT eligible 1-time					
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -			
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 7,821.66	\$ 7,700.00			
Monthly Costs	NOT eligible Monthly Recurring					
Monthly Costs	Total Monthly Recurring	\$ 7,821.66	\$ 7,700.00			
1st Year Costs	TOTAL 1st year Costs	\$ 93,859.92	\$ 92,400.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 93,859.92	\$ 92,400.00			
Least 1st year Cost of Eligible Services		\$ 92,400.00		1st year cost must be most cost effecti		
		Contract Term in MONTHS	36	36		
Least CONTRACT Cost of Eligible Services		\$ 277,200.00		Total contract cost must be most cost €		

Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	4.92	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	4.92	5.00		
Cost of Eligible products and services during initial contract term	25%	4	5	1.00	1.25
Comments		\$ 0.13	\$ 0.13		
Functionality/completeness/specifications of proposed solution	24%	5	5	1.20	1.20
Comments					
Low cost of in eligible products and services during initial contract term	15%	5	5	0.75	0.75
Comments					
Projected implementation timeline based on prior performance	15%	4	5	0.60	0.75
Comments					
Vendor qualifications	6%	4	5	0.24	0.30
Prior Yr Funding Requested	select from vendor list tab	\$ 77,605,511.89	\$ 90,634,357.08		
Comments					
Contract terms and conditions	5%	5	5	0.25	0.25
Comments					
Extent to which a single-provider, turnkey solution is provided	5%	5	5	0.25	0.25
Comments					
Quality of proposal documentation	5%	4	5	0.20	0.25
Comments		No pricing form			
Total	100%			4.49	5.00
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	2	1	2	1

File name and location of where cost values came from	Page#				
AT&T					
mps_y25_c1_att_pricing_proposal.pdf	Page 5	MRC			
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave	\$ 3,555.30			
Magnolia Science Academy Valley	17125 Victory Blvd.	\$ 3,555.30			
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.	\$ 3,555.30			
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500	\$ 3,555.30			
Magnolia Science Academy	18238 Sherman Way	\$ 3,555.30			
Magnolia Science Academy Santa Ana	2840 W. 1st Street	\$ 3,555.30			
...					
	all sites	\$ 7,110.60			
10%	tax	\$ 711.06			
		\$ 7,821.66			
Charter					
		MRC			
mps_y25_c1_charter_pricing_form.xlsx					
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave	\$ 3,500.00			
Magnolia Science Academy Valley	17125 Victory Blvd.	\$ 3,500.00			
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.	\$ 3,500.00			
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500	\$ 3,500.00			
Magnolia Science Academy	18238 Sherman Way	\$ 3,500.00			
Magnolia Science Academy Santa Ana	2840 W. 1st Street	\$ 3,500.00			
...					
	all sites	\$ 7,000.00			
10%	tax	\$ 700.00			
		\$ 7,700.00			

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1 Gbps for Palms, 5 Gbps for Valley, Northridge, MPS Central Office

Bidders:		(This section is automatically Calculated)			
Discount Percent for INTERNET Services		SEE INSTRUCTIONS - START HERE tab; er		Vendors' Ratings	
		Vendors' Scores			
		AT&T	Chater	AT&T	Chater
1-time Non-recurring Costs	80%				
1-time Non-recurring Costs	ELIGIBLE 1-time NOT eligible 1-time				
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -		
Monthly Costs	ELIGIBLE Monthly Recurring NOT eligible Monthly Recurring	\$ 12,402.02	\$ 10,120.00		
Monthly Costs	Total Monthly Recurring	\$ 12,402.02	\$ 10,120.00		
Monthly Costs	TOTAL 1st year Costs	\$ 148,824.19	\$ 121,440.00		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 148,824.19	\$ 121,440.00		
1st Year Costs	Least 1st year Cost of Eligible Services	\$ 121,440.00		1st year cost must be most cost effective	
	Contract Term in MONTHS	36	36		
	Least CONTRACT Cost of Eligible Services	\$ 446,472.58	\$ 364,320.00	Total contract cost must be most cost effective	
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	4.08	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	4.08	5.00		
Cost of Eligible products and services during initial contract term	25%	4	5	1.00	1.25
Comments		\$ 0.62	\$ 0.51		
Functionality/completeness/specifications of proposed solution	24%	5	5	1.20	1.20
Comments					
Low cost of in eligible products and services during initial contract term	15%	5	5	0.75	0.75
Comments					
Projected implementation timeline based on prior performance	15%	4	5	0.60	0.75
Comments					
Vendor qualifications	6%	4	5	0.24	0.30
Prior Yr Funding Requested	select from vendor list tab	\$ 77,605,511.89	\$ 90,634,357.08		
Comments					
Contract terms and conditions	5%	5	5	0.25	0.25
Comments					
Extent to which a single-provider, turnkey solution is provided	5%	5	5	0.25	0.25
Comments					
Quality of proposal documentation	5%	4	5	0.20	0.25
Comments		No pricing form			
Total	100%			4.49	5.00
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	2	1	2	1
File name and location of where cost values came from	Page#				
AT&T					
mps_y25_c1_att_pricing_proposal.pdf	Page 5	MRC			
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave	\$ 2,818.64			
Magnolia Science Academy Valley	17125 Victory Blvd.	\$ 2,818.64			
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.	\$ 2,818.64			
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500	\$ 2,818.64			
	...				
	all sites	\$ 11,274.56			
10%	tax	\$ 1,127.46			
		\$ 12,402.02			
Charter					
mps_y25_c1_charter_pricing_form.xlsx		MRC			
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave	\$ 2,300.00			
Magnolia Science Academy Valley	17125 Victory Blvd.	\$ 2,300.00			
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.	\$ 2,300.00			
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500	\$ 2,300.00			
	...				
	all sites	\$ 9,200.00			
10%	tax	\$ 920.00			
		\$ 10,120.00			

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MSA-5A – Four Aruba switches w/licenses, four SFP+ transceivers per switch.
MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses.
MSA-2 – Two outdoor AP

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Discount Percent for Category 2		80%		Bidders:				SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Form (This section is automatically Calculated)		
		Vendors' Scores				Vendors' Ratings				
		DSC	X-act Tech	GigaKOM		DSC	X-act Tech	GigaKOM		
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 103,621.27	\$ 116,352.00	\$ 106,308.58	\$ -					
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -	\$ -	\$ -					
1-time Non-recurring Costs	Total 1-time Cost	\$ 103,621.27	\$ 116,352.00	\$ 106,308.58	\$ -					
Monthly Costs	ELIGIBLE Monthly Recurring									
Monthly Costs	NOT eligible Monthly Recurring									
Monthly Costs	Total Monthly Recurring	\$ -	\$ -	\$ -	\$ -					
1st Year Costs	TOTAL 1st year Costs	\$ 103,621.27	\$ 116,352.00	\$ 106,308.58	\$ -					
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -					
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 103,621.27	\$ 116,352.00	\$ 106,308.58	\$ -					
Least 1st year Cost of Eligible Services		\$ 103,621.27				1st year cost must be most cost effective				
Contract Term in MONTHS		0	0	0	0					
Least CONTRACT Cost of Eligible Services		\$ 103,621.27				Total contract cost must be most cost effective				
Evaluation Criterion	Weight									
For INTERNAL Reference ONLY	vs 1st year	5.00	4.45	4.87	0.00					
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	4.45	4.87	0.00					
Cost of Eligible products and services during initial contract term	25%	5.00	4.45	4.87		1.25	1.11	1.22		
Comments										
Functionality/completeness/specifications of proposed solution	24%					0.00	0.00	0.00		
Comments		Ruckus	Aruba	Aruba						
Low cost of in eligible products and services during initial contract term	19%					0.00	0.00	0.00		
Comments										
Contract terms and conditions	9%					0.00	0.00	0.00		
Comments										
Extent to which a single-provider, turnkey solution is provided	9%					0.00	0.00	0.00		
Comments										
Vendor qualifications	7%					0.00	0.00	0.00		
Prior Yr Funding Requested	select from vendor list tab	\$ 380,249.81	\$ 50,397.25	\$ 4,987,597.53						
Comments										
Quality of proposal documentation	7%					0.00	0.00	0.00		
Comments										
Total	100%					1.25	1.11	1.22		
Comments										
		Final Rankings (1,2,3)				Final Rankings (1,2,3)				
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	1	3	2	4	1	3	2		

Bid Evaluation Matrix	BEN	Magnolia Public Schools	CATEGORY 2 SERVICES
220007873	17003590	© 2009-2022 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so	

		Bidders:					
Discount Percent for Category 2		80%					
		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor			(This section is automatically Calculated)		
		Vendors' Scores			Vendors' Ratings		
		DSC	X-act Tech	GigaKOM	DSC	X-act Tech	GigaKOM
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 117,948.38	\$ 158,048.55	\$ 137,841.94			
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -	\$ -			
1-time Non-recurring Costs	Total 1-time Cost	\$ 117,948.38	\$ 158,048.55	\$ 137,841.94			
Monthly Costs	ELIGIBLE Monthly Recurring						
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ -	\$ -	\$ -			
1st Year Costs	TOTAL 1st year Costs	\$ 117,948.38	\$ 158,048.55	\$ 137,841.94			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 117,948.38	\$ 158,048.55	\$ 137,841.94			
Least 1st year Cost of Eligible Services		\$ 117,948.38			1st year cost must be most cost effective		
Contract Term in MONTHS		0	0	0			
Least CONTRACT Cost of Eligible Services		\$ 117,948.38			Total contract cost must be most cost effective		
Least CONTRACT Cost of Eligible Services		\$ 117,948.38			Total contract cost must be most cost effective		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	5.00	3.73	4.28			
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	3.73	4.28			
Cost of Eligible products and services during initial contract term	25%	5.00	3.00	4.25	1.25	0.75	1.06
Comments							
Functionality/completeness/specifications of proposed solution	24%	5	5	5	1.20	1.20	1.20
Comments		Ruckus	Aruba	Aruba			
Low cost of in eligible products and services during initial contract term	19%	5	5	4	0.95	0.95	0.76
Comments				Contingency added			
Contract terms and conditions	9%	5	5	4	0.45	0.45	0.36
Comments		No Contingency	No Contingency	Contingency added			
Extent to which a single-provider, turnkey solution is provided	9%	5	5	5	0.45	0.45	0.45
Comments							
Vendor qualifications	7%	5	4	4	0.35	0.28	0.28
Prior Yr Funding Requested	select from vendor list tab	\$ 380,249.81	\$ 50,397.25	\$ 4,987,597.53			
Comments		Showed up to the walkthrough					
Quality of proposal documentation	7%	5	5	5	0.35	0.35	0.35
Comments							
Total	100%				5.00	4.43	4.46
Comments							
		Final Rankings (1,2,3)			Final Rankings (1,2,3)		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	10.8%	1	3	2	1	3	2
File name and location of where cost values came from	Page#						
mps_y25_c2_gigakom_hardware_pricing.pdf				\$ 98,814.96			

POSTED

RFP



REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date
shown on the associated Form 470.

*Submit **PROPOSALS**, including Signature Page and Pricing Form by email¹ to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **PROPOSALS** is **12pm PST,**
28 calendar days from the Certified Date
shown on the associated Form 470.

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

PART 2 – SPECIFIC INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava, CEO and Superintendent
Applicant Implementation Contact	Rasul Monoshev, IT Director
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a “charter district.”

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter:

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
 - MSA-5 Los Lobos (co-located with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
2	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
3	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
4	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
5	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	Magnolia Science Academy Los Lobos (MSA-5) 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda)	16056860
7	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
10	Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	Magnolia Science Academy Palms (MSA-6) 1512 Arlington Ave Los Angeles, CA 90019	16056861

B. Products And Services Sought

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/>.

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B.1 Category 1, Direct Internet Access

Direct Internet Access			
<p>Project Overview: DIA for several sites:</p> <ul style="list-style-type: none"> ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana 			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
<p>Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019</p> <p>1 Gbps</p> <p>Month-to-Month Service (transition period if needed)</p>	<p><u>Preferred:</u> Multimode fiber (optical) 50 micron</p>	<p><u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2</p>	<p><u>Preferred:</u> 5 usable</p>
<p>Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406</p> <p>Magnolia Science Academy Elementary 7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325</p> <p>5 Gbps for each school</p> <p>Month-to-Month Service (transition period if needed)</p>	<p><u>Preferred:</u> Multimode fiber (optical) 50 micron</p>	<p><u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2</p>	<p><u>Preferred:</u> 5 usable</p>
<p>Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703</p> <p>10 Gbps</p> <p>Month-to-Month Service (transition period if needed)</p>	<p><u>Preferred:</u> Multimode fiber (optical) 50 micron</p>	<p><u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2</p>	<p><u>Preferred:</u> 5 usable</p>

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Direct Internet Access			
<p>Project Overview: DIA for several sites:</p> <ul style="list-style-type: none"> ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana 			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
<p>Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019</p> <p>Minimum 1 Gbps Preferred 1 Gbps Scalable Up to 5 Gbps</p> <p>Preferred Contract Term (36 months)</p>	<p><u>Preferred:</u> Multimode fiber (optical) 50 micron</p>	<p><u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2</p>	<p><u>Preferred:</u> 5 usable</p>
<p>Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406</p> <p>Magnolia Science Academy Elementary7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325</p> <p>Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012 <i>Starting 1/1/2023</i></p> <p>Minimum 5 Gbps for each school Preferred 5 Gbps for each school Scalable Up to 10 Gbps for each school</p> <p>Preferred Contract Term (36 months)</p>	<p><u>Preferred:</u> Multimode fiber (optical) 50 micron</p>	<p><u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2</p>	<p><u>Preferred:</u> 5 usable</p>

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Direct Internet Access			
Project Overview: DIA for several sites: <ul style="list-style-type: none"> ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana 			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building) <i>Starting 3/11/2023</i> Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 Minimum 10 Gbps for each school Preferred 10 Gbps Preferred Contract Term (36 months)	<u>Preferred:</u> Multimode fiber (optical) 50 micron	<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable

Other Specifications:

- Bid should include handoff to be provided
- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment
- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)
- Symmetrical bandwidth preferred
- Network availability >= 99.99% preferred
- No early termination fees preferred
- Burstable Bandwidth = No
- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate so in spreadsheet in separate rows or by adding additional tabs or by submitting separate Pricing Forms per site

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- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of following, with preference of up to 30 days prior to allow for testing.²
 - 07/01/22** start date for Palms, Valley, Northridge, Santa Ana
 - 01/01/23** start date for Central Office
 - 03/11/23** start date for MSA-1 in ResedaPlease include commitment date for activation in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service
- Contract preference: To coincide with E-Rate funding year closure, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated otherwise, the preferred contract term is:
 - Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
 - Two (2) 1-year optional renewals after initial term
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

² Applicant understands that overlapping service is “redundant” and not eligible for E-Rate discounts.

C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk-Through information follows.

ONLY checked items (☑) apply.

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last-minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.³

- A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**
Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last-minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.⁴

Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

³ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

⁴ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

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Criterion	Weight
Cost of eligible products and services ⁵ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁶	24%
Low cost of <i>ineligible</i> products and services ⁷ during <i>initial</i> contract term	15%
Projected implementation timeline based on prior performance ⁸	15%
Vendor qualifications ⁹	6%
Contract terms and conditions ¹⁰	5%
Extent to which a single-provider, turnkey solution is provided ¹¹	5%
Quality of proposal document(s) ¹²	5%
Total	100.00%

E. OTHER SPECIFICS

No additional specifications are available.

⁵ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁶ In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handoff) and services. Solutions that emphasize student data security are strongly preferred.

⁷ Such as Early Termination Fees.

⁸ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

⁹ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

¹⁰ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing will generally be scored higher. Option for renewal terms is a plus. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

¹¹ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.

¹² The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

REQUEST FOR PROPOSALS
Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

<u>For the Vendor:</u>		
Signature		
Printed Name and Title		Vendor Name
Date	SPIN	Pricing Form
Reference # (if using online form)		
This proposal is submitted in response to SPECIFIC INFORMATION , section B. ___		
_____.		
(for clarity, please provide name of section as well)		

<u>For the Applicant:</u> If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.	
Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **QUESTIONS** is **12pm PST, 20 calendar days from the Certified Date** shown on the associated Form 470.

*Submit **PROPOSALS**, including **Signature Page and Pricing Form** by email¹ to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **PROPOSALS** is **12pm PST, 28 calendar days from the Certified Date** shown on the associated Form 470.

OPTIONAL Vendor Walk Through

Date and time to be announced via RFP amendment

MSA-SA 2840 W. 1st Street, Santa Ana, CA 92703
MSA-1 18238 Sherman Way, Reseda, CA 91335
MSA-2 17125 Victory Blvd., Van Nuys, CA 91406

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

PART 2 – SPECIFIC INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a “charter district.”

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter;

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
 - MSA-5 Los Lobos (colocated with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

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Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
2	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
3	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
4	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
5	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	Magnolia Science Academy Los Lobos (MSA-5) 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda w/ CED of 12/5/22)	16056860
7	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
10	Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	Magnolia Science Academy Palms (MSA-6) 1512 Arlington Ave Los Angeles, CA 90019	16056861

B. Products And Services Sought

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 2 (Internal Connections, MIBS, BMIC)

For reference, a typical school network will have the following:

- a. One MDF per entity, ideally located at the Minimum Point of Entry [MPOE], plus multiple IDFs
- b. MDF to contain: router (if needed), firewall, switches, patch panels , appropriately sized UPS
- c. IDFs to contain: patch panel, switches, appropriately sized UPS
- d. All IDF and MDF equipment will be mounted on standard 19-inch racks

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B.1 Category 2, Internal Connections – Cabling

Internal Connections – Cabling Projects						
Project Overview:						
<ul style="list-style-type: none"> ○ MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors. ○ MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs. ○ MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs. 						
Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1 MSA-2	Antennas, connectors, and related components Connectors	This Type of Internal Connection is relevant for cabling projects (e.g., faceplates, conduit, j-hooks, mounting hardware) Parts and installation as needed to ensure a complete and working solution based on the specifications provided.	Any	Any	2100	Yes / Yes
MSA-SA	Cabling Cabling	Fiber Cabling 5 runs, 800 feet, 12 strands/run 50/125 µm 10 Gbps-rated multimode w/LC connectors On all strands	Any	Any	800	Yes / Yes
MSA-1	Cabling Cabling	Copper Cabling 22 drops, 9600 feet At least CAT6 or better	Any	Any	9600	Yes / Yes
MSA-2	Cabling Cabling	Copper Cabling 2 drops, 400 feet At least CAT6 or better	Any	Any	400	Yes / Yes

Other Technical Specifications:

- General Specs
 - Bid should include all components needed to make system operational
 - Parts, installation, and activation required
 - All wiring, including patch panels and face plates, must be labeled on both ends and tested, with wiring maps supplied. Copper and fiber test results and wire maps are to be supplied to the Applicant in electronic format (in source form, preferably Visio)
 - All necessary racks, cabinets, patch panels, patch cables, raceways, surface mount boxes, junction boxes, and similar items needed for a complete and working system should be included in cabling bids
 - All runs should be properly terminated at both patch panels and wall plates, unless otherwise indicated
 - Bids to include removal and disposal of old wiring (separate subtotal)

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- Copper Specs
 - All copper cable should be CAT6 or better, except when supplementing existing, properly installed CAT5e with additional runs, in which case CAT5e may be used
 - Where required by applicable codes, plenum cable shall be used
 - Each classroom should have 1 (or 2) Power over Ethernet [PoE] port(s) at ceiling level to run wireless access point(s). Larger rooms (e.g., gym, multipurpose room, school library) *may* need more than one access point for adequate coverage; coverage is defined by both the ability of the AP to give radio signal strength to a given area and the AP's ability to handle the number of simultaneous connections anticipated for a given area. (WAP specifications are detailed below.)
 - Other drops should be located near A/C power outlets available for end-user equipment
 - All new runs over 100 meters or between buildings or from MDF to IDFs should normally use fiber optic cable, minimum spec 12-strand 50/125 μm multimode fiber, rated at 10 Gbps, with LC-type terminations on all strands
 - All copper wiring must be in compliance with TIA/EIA 568/569-D standards. (This is not to be confused with T568A and T568B termination punch order standards.)

Other Specifications:

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

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B.2 Category 2, Internal Connections – Network Components (excluding firewalls)

Internal Connections – Excluding Firewalls						
Project Overview:						
<ul style="list-style-type: none"> ○ MSA-SA – Four Aruba Switches w/licenses, four SFP+ transceivers per switch. ○ MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses. ○ MSA-2 – Two outdoor AP 						
Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1	Antennas, connectors, and related components Transceiver	SFP+ Module (10 Gbps) with LC connectors Multi-mode	Any	Any	32	Yes / Yes
MSA-SA (4) MSA-1 (4) MSA-2 (1)	Switches Switch	Ports: 48 Ethernet (RJ-45 10/100/1000 ports) 4 Fiber (SFP+ port 10 Gbps) 48 ports PoE+-capable Layer 2 QoS Managed	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP Access Point	Supports at least 40 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	30	Yes / Yes
MSA-2	WAP Access Point	Outdoor AP Supports at least 250 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	2	Yes / Yes
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Technical Specifications:

- Bid should include all power adapters or other components needed to make system operational

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Other Specifications:

- Include line-item costs in proposal for: product, shipping, installation, configuration
 - Installation to be performed by vendor
 - Configuration to be performed by vendor
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation §54.514 **Payment for discounted service**
- **NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470**

B.3 Category 2, Basic Maintenance of Internal Connections

Basic Maintenance of Internal Connections						
Project Overview:						
<ul style="list-style-type: none"> ○ MSA-SA – Four Aruba Switch licenses ○ MSA-1 – Eight indoor and four outdoor WAP licenses. Four Aruba Switch licenses, eighteen WAP licenses. ○ MSA-2 – Two outdoor AP licenses 						
Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Specifications:

- Include line item costs in proposal for: product, shipping, installation, configuration
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 6/30, with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**
- NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470.

C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (☑) apply.

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.²

- A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**
Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.³

Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

² In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

³ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

Magnolia Public Schools
 FY2022 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services ⁴ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁵	24%
Low cost of <i>ineligible</i> products and services ⁶ during <i>initial</i> contract term	19%
Contract terms and conditions ⁷	9%
Extent to which a single-provider, turnkey solution is provided ⁸	9%
Vendor qualifications ⁹	7%
Quality of proposal documentation ¹⁰	7%
Total	100.00%

E. OTHER SPECIFICS

No additional specifications are available.

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁵ For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

⁶ Such as firewall services or bid bonds.

⁷ Among other considerations: Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections. Flexibility to not proceed at all, or reduce project scope, contingent on E-Rate funding, etc.

⁸ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.

⁹ Factors to be considered include: technical credentials, staff certifications, industry experience, references, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

¹⁰ Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP). The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

REQUEST FOR PROPOSALS
Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

For the Vendor:

Signature

Printed Name and Title Vendor Name

Date SPIN Pricing Form
 Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.____

 (for clarity, please provide name of section as well)

For the Applicant:
 If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

Additional Category 2 Provisions
(Vendor Signature Required)

As described in the Request For Proposals [RFP] for “Applicant” (noted below) for E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 - 6/30/2023, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant’s local procurement rules, Applicant’s State’s procurement regulations, and the E-Rate program rules.

Vendor will provide the completed USAC standard upload template for contracted products/services (available here: <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>), ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated.

Applicant reserves the right to:

- 1) Not proceed with contracted products/services unless approved by Applicant Board
- 2) Not proceed with contracted products/services unless E-Rate funding is approved
- 3) Not proceed with contracted products/services if E-Rate funding is lower than requested
- 4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
- 5) Optionally proceed with contracted products/services with ‘same functionality’ products as needed (service substitution)

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will show the following: Vendor’s SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year*, even if Applicant authorizes early implementation.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where

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necessary (such as due to “product end of life” situations caused by the delay). Labor rates, where applicable, will not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay. Additionally, Applicant has the right to conduct acceptance procedures such as equipment testing or a walk through before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

Contract expiration date is explicitly 9/30/2023 for Internal Connections and 6/30/2023 for Basic Maintenance of Internal Connections. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL or as needed for Applicant convenience.

Vendors providing installation services will provide detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, test results.

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	Vendor
Name of Organization	Magnolia Public Schools	
E-Rate ID	BEN: 17003590	SPIN:
Establishing Form 470	# 220007873	
Address	250 East 1 st Street, Suite 1500	
Address	Los Angeles, CA 90012	
Phone	213-628-3634	
Authorized Signer Name		
Authorized Signer Title		
Authorized Signer Email		
Signature		
Date		

AMENDMENT DATED 02/16/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	220020021 (Nickname: mps_y25_470_c1)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Deadlines

This amendment clarifies that based on the certification date of **02/14/2022** for Form 470 #**220020021**, and unless updated further:

- The deadline for submission of **QUESTIONS** about this RFP is 12 pm (Pacific) on **03/06/2022**
- The deadline for submission of **PROPOSALS** in response to this RFP is 12 pm (Pacific) on **03/14/2022**

Required Pricing Form

Proposal disqualification factors include failure to submit the required Pricing Form for new services.

Answers to Questions

A separate RFP Amendment will be issued with answers to questions submitted by the deadline. The “Answers to Questions” RFP Amendment will be posted within 5 days of the deadline for submission of questions.

**AMENDMENT DATED 02/17/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	220007873 (Nickname: mps_y25_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Deadlines

This amendment clarifies that based on the certification date of **02/14/2022** for Form 470 #**220007873**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 12 pm (Pacific) on **03/06/2022**
- The deadline for submission of PROPOSALS in response to this RFP is 12 pm (Pacific) on **03/14/2022**

Required Pricing Form

Proposal disqualification factors include failure to submit the required Pricing Form for new services.

Vendor Walk Through

The mandatory/optional Vendor Walk Through will be held:

- Wednesday, February, 23rd 2022 9 AM – 12 PM (PST)
- MSA-SA 2840 W. 1st Street, Santa Ana, CA 92703
- MSA-1 18238 Sherman Way, Reseda, CA 91335
- MSA-2 17125 Victory Blvd., Van Nuys, CA 91406

Please RSVP with full contact info so we can reach you if there is a change of plan.

Answers to Questions

A separate RFP Amendment will be issued with answers to questions submitted by the deadline. The “Answers to Questions” RFP Amendment will be posted within 5 days of the deadline for submission of questions.

**AMENDMENT DATED 02/18/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023**



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	220007873 (Nickname: mps_y25_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Answers to Vendor Questions

Q1: Is the request for cabling and equipment only or if are you looking for a fully managed WIFI that includes the cabling/equipment/maintenance/minoring.

A1: The request is for cabling and equipment only.

REQUEST FOR PROPOSALS
E-Rate Eligible Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023

PART 1 – GENERAL INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):
Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details
- Description of Products and Services Sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

GENERAL INFORMATION, TERMS AND CONDITIONS

1. Overview

1.1 E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [E-Rate] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled (Non-Fiber)
 - Transport Only - No ISP Service Included (Non-Fiber)
 - Internet Access: ISP Service Only (No Transport Circuit Included)
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Other
- Category 2:
 - Internal Connections
 - Managed Internal Broadband Services
 - Basic Maintenance of Internal Connections

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, <https://www.usac.org/e-rate/>, or call the SLD Help Line at 888-203-8100.

1.2 Communications

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment

All questions and contacts about this RFP should be submitted via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile, or U.S. mail inquiries are strongly discouraged. Proposal submissions by telephone or facsimile are not acceptable. Proposal submissions by U.S. mail are strongly

discouraged, except when sealed bids are required.

1.3 Scope

Applicant seeks proposals for E-Rate eligible products and services in the categories listed in **Service Requests** section of the Form 470 and further detailed in **PART 2 – SPECIFIC INFORMATION**, section **B. Products And Services Sought**.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve and maintain telecommunications, Internet access services, and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Applicant seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program.

Per E-Rate rules, confidential bids are not acceptable.¹ By submitting a proposal, Vendor acknowledges that any reference to “Proprietary” or “Confidential” on any document or communication is waived.

Vendors may bid on the entire RFP or on any numbered group of **Products and Services Sought** in section B of PART 2 - SPECIFIC INFORMATION. Within each group, a complete solution is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for group B.1.

Vendors should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals.

1.4 Proposal Elements

A responsive proposal will include the following elements:

a) Applicant reference info:

- Reference to the establishing Form 470 Number
- Applicant name
- Applicant Billed Entity Number [BEN]
- Applicant address
- Which requirements your proposal addresses (e.g., B.1, B.2 in PART 2 – SPECIFIC INFORMATION section)

¹ Per FCC Order 14-99, in general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

² Please reference E-Rate Eligible Services List <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>.

FY2022 E-Rate Request for Proposals

- b) Vendor background
 - Name
 - Vendor Contact Information (email and phone)
 - Form of Organization
 - Names of Principals
 - Years in Business
 - Confirmation of the Vendor Qualifications as further described below
- c) E-Rate track record:
 - Vendor Service Provider Identification Number [SPIN]
 - References: three K-12 or library references for similar projects in the last 5 years
 - Evidence of routinely successful SLD funding approvals
 - Low frequency of high scrutiny applications
 - As appropriate for the products/services sought by Applicant:
 - Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
 - Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership
- d) Product/Service solution:
 - Succinct list of exceptions to any requirements, terms, or conditions of this RFP
 - Brief summary, in non-technical terms, of what the solution provides
 - The pre-discount price with subtotals for:
 - E-Rate eligible items including taxes, shipping, and installation (if applicable)
 - Items not eligible for E-Rate support including taxes, shipping, and installation (if applicable)
 - Other expenses as appropriate
 - Term of the contract
 - Estimated implementation schedule
 - Confirmation that the proposal is valid through the close of the application window and will be honored through completion of any associated documentation
 - Confirmation that no products or components from any “covered company,” as designated by the FCC, are included in the proposal
- e) The required Pricing Form
- f) Vendor’s proposed Terms and Conditions, including any early termination provisions
- g) For Category 2 proposals, signed “Additional Category 2 Provisions” pages
- h) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template³, upon applicant decision to award *and before the Form 471 deadline*
- i) In case of SEALED BIDS, a USB drive containing all documents
- j) Signature of Vendor’s authorized representative on cover letter and/or Proposal Signature Page of this RFP.

The preferred format for narrative portions of proposals is a single PDF file addressing these clearly identified topics.

³ Available at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>.

The completed written proposal form must be without erasures or alterations unless both parties initial each correction. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference. If Vendor's proposal is selected for award, Applicant will provide a written acceptance to establish the **legally binding agreement** required by E-Rate program rules. Nevertheless, either party may later require additional documents, such as detailed Customer Service Orders or Purchase Orders.

Vendors submitting questions and/or proposals can expect:

- RFP amendment clarifying due dates for questions and proposals
- RFP amendment(s) as needed
- Acknowledgement of receipt of proposals
- An “open and fair” competitive bidding process per E-Rate program rules
- No *private* calls, meetings, site walks, or demos
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted
- Winning Vendors will be expected to promptly provide any additional documentation needed
- E-Rate rules do not require Applicant to share other Vendors' proposals, unless required by state or local laws or regulations

1.5 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered. Detailed evaluation criteria and weights are described in PART 2 – SPECIFIC INFORMATION.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected, as required by the E-Rate program rules.

Applicant reserves the right but has no obligation to determine a short list for best and final offers, after the submission deadline, or to accept the winning proposal as submitted by the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

1.6 Phased Implementation

Some Applicants may request a phased implementation strategy such that:

- Phase I: A reduced level of service/work approximately equal to Applicant's share of cost, starts July 1 (or earlier to extent allowed by program rules)
- Phase II: Balance of service/work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended while awaiting funding commitment

For *example*:

- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL

Unless Vendor explicitly takes exception to a phased implementation option, Vendor proposal should take into consideration the possibility that a phased approach may be required to mitigate Applicant risk or cash flow.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation, and may be clarified via RFP amendment(s).

If no responsive bids are received by the deadline, (or in the case of sealed bids, the bid opening), the Applicant, at its sole discretion may:

- Accept late bids until 3pm Pacific time of the first business day on which at least one responsive (and cost-effective per E-Rate rules) bid has been received or until 48 hours prior to the close of the application window, whichever comes first
- Post an amendment extending the deadline
- Decline to make an award

In the event of conflict between this paragraph and a specific RFP amendment, the amendment shall prevail.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact Vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of Vendor, the Vendor will have an opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

2.2 Submission Procedure

The procedure for submission of proposals is stated on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy should be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details in PART 2 – SPECIFIC INFORMATION
- Otherwise, proposals should be submitted by electronic mail only, to the address shown on Page 1 of PART 2 – SPECIFIC INFORMATION

Pricing information may be submitted in one of the following formats:

- Learningtech.org’s supplied Pricing Form
- Vendor provided form that is substantially similar to Learningtech.org’s form. NOTE: generic price lists, not reflecting the specific requirements of this RFP, may result in disqualification
- Recent invoice for month-to-month service, with reasonable assurance from Vendor that substantially similar pricing will continue to be honored throughout the funding year
- Pricing specifics from an eligible Consortium master agreement, Piggyback contract, or State Master Contract

If additional information is needed to clarify pricing, please include as part of your proposal narrative. Learningtech.org’s Pricing Form (which is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference) is strongly preferred.

2.3 Costs Associated with Preparation of the Vendor’s Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.4 Subcontractors

All subcontractors working on Applicant’s projects must meet the same standards and qualifications applicable to Vendor’s regular employees, including all applicable drug-free, bonding and insurance requirements.

2.5 Interpretation, Additional Information, Corrections, and Amendments/Addenda

Questions or requests for clarification of this RFP must be sent to the email address by the question deadline shown. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered Amendments/Addenda integral to this RFP.

Any interpretation, correction, clarification or change of this RFP will be made by posting an Amendment/Addendum on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through* or *conference call*, will not be binding. Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Amendments/Addenda throughout the time from posting of the RFP through the deadline for submission of proposals.

USAC'S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant's Form 470, RFP and any amendments to RFPs. It is the responsibility of the Vendor to check EPC for all related documents.

2.6 Omissions

Omissions in the proposal of any provision herein described shall not be construed as relieving the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

2.7 Implementation, Acceptance, and Payment

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before advised in writing by the Applicant.

Applicant has the right to conduct acceptance procedures before payment. Applicant will strictly enforce contract quality provisions including applicable industry standards and/or manufacturer specifications.

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Invoices cannot be sent to E-Rate program before the allowable dates of the relevant funding year. For telecommunications services within California, SLD's Service Provider Invoicing [SPI] mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. For all other services, unless specifically negotiated with Vendor, SPI is also selected.

2.8 Applicant Right to Await Favorable FCDL

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated. In the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a substantially lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to:

- Start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts
- Wait until dates allowed by E-Rate program rules preceding the funding year, or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts
- Wait for FCDL, after July 1, for the strongest assurance of discounts

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor

promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to “product end of life” situations). Labor rates, where applicable, should not increase by more than is justifiable by the Consumer Price Index [CPI].

2.9 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer’s warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor’s Proposal. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer or its representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is a Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply SLA credits.

2.10 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be FOB Applicant destination. Estimated taxes and fees should also be quoted (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the Lowest Corresponding Prices [LCP] charged to other similarly situated customers throughout their geographic service area. In the event of a price decrease for a service or a product, the price decrease shall be passed on to the Applicant and suitably documented.

In the case of Category 1 services, increasing bandwidth at a given site or adding additional sites will not arbitrarily extend the term of the contract. In the case of Category 2 services, when allowed by E-Rate rules, contracts should allow for extension of implementation schedule, with reasonable provisions for service substitutions.

2.11 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

2.12 Right to Reject; Unit Pricing

The Applicant reserves the right to accept multiple proposals or reject all proposals when in the best interest of the Applicant. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein so long as the change is not “cardinal” per program rules. If your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

2.13 Acquisition Policies and Other Applicable Regulations

It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations. Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the PART 2 - SPECIFIC INFORMATION, or the following non-exhaustive examples:

- State specific regulations:
 - California's Public Contract and Education Codes (<https://leginfo.legislature.ca.gov/>)
 - State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
 - Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at: <https://www.k12.wa.us/policy-funding/child-nutrition/procurement>
 - <http://spo.hawaii.gov/references/hrs/>
 - <http://dhhl.hawaii.gov/>
 - <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
 - <http://www.chartercommission.hawaii.gov>
- Applicant’s local Archdiocese, District, or County Office of Education
- City Purchasing Division
- The State Human Rights Act
- Equal Opportunity Act
- The Prevailing Wage Act
- The Fair Labor Standards Act
- The State Motor Vehicle Code
- The State Use Tax Act
- The Occupational Safety and Health Act
- The Public Construction Bond Act
- The Consumer Product Safety Act

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <https://www.usac.org/e-rate/> for additional information about E-Rate rules.

Without limitation, Vendors *may* be obligated to comply with additional regulations, such as:

- Local construction codes, in the case of cabling projects⁴
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland “Anti-Kickback” Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.

2.14 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁵ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of PART 2 - SPECIFIC INFORMATION. Where appropriate, such as for multi-year Internet contracts, Applicant’s preference is for an “Authorization to Order” type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with high termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation will be considered incorporated by reference into the final contract, unless otherwise stated. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Unless otherwise stated, contract provisions include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant’s local procurement rules, Applicant’s State procurement regulations, and the E-Rate program rules

⁴ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://cadir.secure.force.com/ContractorSearch>.

⁵ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is substantially lower than requested
 - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
 - (e) Optionally proceed with equivalent functionality products as needed (service substitution)

Unless otherwise specified, Applicant prefers contract term:

- Start on July 1 and end on June 30 of each funding year for recurring services
- Start on July 1 (or earlier to extent allowed by program rules) and end on September 30 following the funding year for Internal Connections
- Allow for voluntary extensions, renewable at discretion of Applicant
- Allow extension of contract expiration date and/or service delivery date as needed for Applicant convenience and allowable by program rules
- Allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services as needed for Applicant convenience and allowable by program rules

2.15 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

2.16 Required Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications as appropriate to the products and services offered. Failure to meet the following required Vendor qualifications could justify disqualifying a proposal without further scoring:

- Per E-Rate program rules, Vendor hereby agrees to retain all documents relative to any Agreement resulting from this RFP for ten (10) years after the last date of service
- Vendor must document that it has, or is in the process of obtaining, a valid SLD Service Provider Identification Number [SPIN]
- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program
- Vendor must be able to provide evidence of Green Light Status

- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor must have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD
- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work
- Additional qualifications may be specified in PART 2 – SPECIFIC INFORMATION

It is also highly recommended that Vendor retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the Vendor’s processes and forms and assist the Applicant with Beneficiary Audits and ensuring the Vendor remains fully compliant with SLD/USAC/FCC requirements.

2.17 Preferred Vendor Qualifications

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of preferred Vendor qualifications. Qualifications listed below are illustrative of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal provides evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available
- Proposal provides evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years
- Project staffing includes RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing includes manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings provide an RCDD to field supervise any installation work on this project.)

2.18 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required Vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred Vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

2.19 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

2.20 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents, including whether mandatory or optional.

2.21 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents, including whether mandatory or optional.

2.22 Insurance

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of not less than \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Worker's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than \$500,000 per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Evidence of such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

2.23 Representations

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws

- Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission
- Pricing meets Lowest Corresponding Price requirement of the E-Rate Program
- No official, employee or agent of Applicant has been employed or retained to solicit or aid in the procuring of this Agreement, nor will they be employed or otherwise benefit from this Agreement without notification to Applicant
- All of Vendor's employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years
- Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor

2.24 Sales Tax Exemption

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions. Vendor will note "tax-exempt" on proposal to clearly indicate that taxes are not required.

Appendix: Example Detail of Taxes⁶

The Applicant seeks the **total** cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California service taxes and fees include (see <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

⁶ This is an example; vendors should provide similar details for Applicant local and state areas.

RECEIVED

BIDS

CATEGORY 1



Spectrum Enterprise

Proposal for Magnolia Public Schools

Form 470 Number: 220020021

Submission Date: 3/14/2022

Presented To:
Tom Wilkerson
Consultant
751 Laurel St. #411
San Carlos, CA 94070
twilkers@learningtech.org

Presented By:
Bonny Thompson
Strategic Account Manager
17777 Center Court Dr., Ste. 800
Cerritos, CA 90703
(562)677-0472
bonny.thompson@charter.com



Monday, March 14, 2022

Tom Wilkerson
Consultant
Magnolia Public Schools
751 Laurel St. #411
San Carlos, CA 94070
twilkers@learningtech.org

Dear Tom Wilkerson:

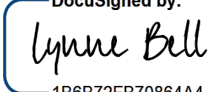
Spectrum Enterprise* is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Fiber Internet Access that will enable Magnolia Public Schools to meet its technology needs.

Continuing our partnership ensures Magnolia Public Schools will continue to benefit from a strong telecommunications foundation, and maximizes Magnolia Public School's ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. As you are aware, Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country making us one of the top service providers within the E-rate program.

Thank you for the opportunity to submit this response to your Request for Proposal. Bonny Thompson is spearheading Spectrum's effort. Please do not hesitate to contact Bonny at (562)677-0472 and bonny.thompson@charter.com.

Sincerely,

DocuSigned by:



1B6B72FB70864A4...

Lynne Bell
VP, Spectrum Enterprise Sales

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools or otherwise be sufficient to create a binding contract between Magnolia Public Schools and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Magnolia Public Schools based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

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TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

MANAGED NETWORKS SERVICES TERMS	ABBREVIATION
UNIFIED THREAT MANAGEMENT	UTM

EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Magnolia Public Schools with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today’s challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today’s technology more affordable.

Spectrum’s Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the

solutions we are quoting Magnolia Public Schools will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- ▶ Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience, and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Magnolia Public Schools, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 36 Month Initial Order Term

Address	Products	Speed	Term	QTY.	MRC	OTC
250 E 1st Street	FIA	5Gbps	36	1	\$2,300.00	\$0.00
250 E 1st Street	FIA	10Gbps	36	1	\$3,500.00	\$0.00
250 E 1st Street	Static IP		36	5	\$0.00	\$0.00
18220 Sherman Ray	FIA	10Gbps	36	1	\$3,500.00	\$0.00
18220 Sherman Ray	Static IP		36	5	\$0.00	\$0.00
17125 Victory Blvd	FIA	5Gbps	36	1	\$2,300.00	\$0.00
17125 Victory Blvd	FIA	10Gbps	36	1	\$3,500.00	\$0.00
17125 Victory Blvd	Static IP		36	5	\$0.00	\$0.00
18355 Roscoe Blvd	FIA	5Gbps	36	1	\$2,300.00	\$0.00
18355 Roscoe Blvd	FIA	10Gbps	36	1	\$3,500.00	\$0.00
18355 Roscoe Blvd	Static IP		36	5	\$0.00	\$0.00
1512 Arlington Ave	FIA	5Gbps	36	1	\$2,300.00	\$0.00
1512 Arlington Ave	FIA	10Gbps	36	1	\$3,500.00	\$0.00
1512 Arlington Ave	Static IP		36	5		
2840 W 1st Street	FIA	10Gbps	36	1	\$3,500.00	\$0.00
2840 W 1st Street	Static IP		36	5	\$0.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

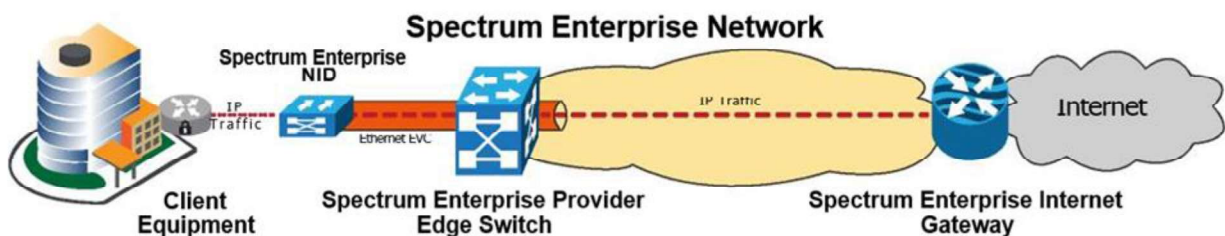
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we provide 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics offer availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network



PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6

MAGNOLIA PUBLIC SCHOOLS RFP – PART ONE – GENERAL INFORMATION

REQUEST FOR PROPOSALS E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 – 6/30/2023

PART 1 – GENERAL INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-biddine>):

Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details
- Description of Products and Services Sought
- Evaluation criteria
- Other specifics (if applicable)

Spectrum understands.

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.

GENERAL INFORMATION, TERMS AND CONDITIONS

1. Overview

1.1 E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [E-Rate] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled (Non-Fiber)
 - Transport Only - No ISP Service Included (Non-Fiber)
 - Internet Access: ISP Service Only (No Transport Circuit Included)
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Other
- Category 2:
 - Internal Connections
 - Managed Internal Broadband Services
 - Basic Maintenance of Internal Connections

Spectrum understands however Spectrum is not bidding on Category 2 services.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, <https://www.usac.org/e-rate/>, or call the SLD Help Line at 888-203-8100.

1.2 Communications

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a *Consulting firm, is not* the E-Rate [Applicant](#). Learningtech.org is the Applicant's *Consultant*, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment

Spectrum understands. From time to time within this response, Spectrum may refer to the Applicant as "Customer."

All questions and contacts about this RFP should be submitted via electronic mail, addressed as indicated on the cover page of the SPECIFIC [section](#). Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Spectrum understands.

Telephone, facsimile, or U.S. mail inquiries are strongly discouraged. Proposal submissions by telephone or facsimile are not acceptable. Proposal submissions by U.S. mail are strongly discouraged, except when sealed bids are required.

Spectrum understands.

1.3 Scope

Applicant seeks proposals for E-Rate eligible products and services in the categories listed in [Service Requests](#) section of the Form 470 and further detailed in PART 2 — SPECIFIC INFORMATION, section **B. Products And Services Sought**.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve and maintain telecommunications, Internet access services, and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Applicant seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program.

Spectrum will comply with all applicable laws, ordinances and E-rate rules and regulations relating to its performance obligations specified in the Service Agreement.

Per E-Rate rules, confidential bids are not acceptable.¹ By submitting a proposal, Vendor acknowledges that any reference to "Proprietary" or "Confidential" on any document or communication is waived.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

Vendors may bid on the entire RFP or on any numbered group of **Products and Services Sought** in section B of PART 2 - SPECIFIC INFORMATION. Within each group, a complete solution is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for group B.1.

Spectrum is bidding lit services only.

Vendors should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum Services and Equipment will be provided and maintained as set forth in the Spectrum Enterprise Service Agreement and applicable Service Level Agreement(s).

Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

1.4 Proposal Elements

A responsive proposal will include the following elements:

a) Applicant reference info:

- Reference to the establishing Form 470 Number
- Applicant name
- Applicant Billed Entity Number [BEN]
- Applicant address

- Which requirements your proposal addresses (e.g., B.1, B.2 in PART 2 — SPECIFIC INFORMATION section)

Spectrum understands.

¹ Per FCC Order 14-99, in general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

² Please reference E-Rate Eligible Services List <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>.

b) Vendor background

- Name
- Vendor Contact Information (email and phone)
- Form of Organization
- Names of Principals
- Years in Business
- Confirmation of the Vendor Qualifications as further described below

Please review the above section titled Executive Summary for Spectrum's company background. Additional corporate information can also be found at www.ir.charter.com.

c) E-Rate track record:

- Vendor Service Provider Identification Number [SPIN]
- References: three K-12 or library references for similar projects in the last 5 years
- Evidence of routinely successful SLD funding approvals
- Low frequency of high scrutiny applications
- As appropriate for the products/services sought by Applicant:
 - Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
 - Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

Charter Communications Operating, LLC's SPIN is 143050436.
Charter Communications Operating, LLC's FRN is 0002526580.

SPIN ▲	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143050436	Charter Communications Operating, LLC		David Ventimiglia	12405 Powerscourt Dr St Louis MO 63131	314394-9850	Y	2017, 2018, 2019, 2020, 2021

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Hollister School District
 2690 Cienega Road
 Hollister, CA 95023
 Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District
 12219 2nd Avenue, Victorville, Ca 92395
 Contact: Bill Klopping
 (760) 245-3533 direct
 (760) 559-5480

Glendale Unified SD
 223 North Jackson Street, Glendale, CA 91206
 Contact: Frank Schlueter
 (818) 241-3111, Ext. 1444

d) Product/Service solution:

- Succinct list of exceptions to any requirements, terms, or conditions of this RFP
- Brief summary, in non-technical terms, of what the solution provides
- The pre-discount price with subtotals for:
 - E-Rate eligible items including taxes, shipping, and installation (if applicable)
 - Items not eligible for E-Rate support including taxes, shipping, and installation (if applicable)
 - Other expenses as appropriate
- Term of the contract
- Estimated implementation schedule
- Confirmation that the proposal is valid through the close of the application window and will be honored through completion of any associated documentation
- Confirmation that no products or components from any "covered company," as designated by the FCC, are included in the proposal

Please refer to Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. MRCs and OTCs

are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum has included copies of its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

The proposal is valid for 180 days from the bid proposal due date.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Spectrum complies with all mandatory laws, ordinances, rules and regulations as applicable to the services contemplated in Spectrum's proposal. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by any Covered Equipment or Services as identified by the FCC on Spectrum's network.

e) The required Pricing Form

Due to limitations within the Magnolia Public Schools provided spreadsheet, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

f) Vendor's proposed Terms and Conditions, including any early termination provisions

The Spectrum Enterprise Service Agreement incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s), which are the terms that will govern Spectrum's provision of the Services.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

g) For Category 2 proposals, signed "Additional Category 2 Provisions" pages

Spectrum in not bidding Category 2 services.

h) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template³, upon applicant decision to award *and before the Form 471 deadline*

Spectrum in not bidding Category 2 services.

i) In case of SEALED BIDS, a USB drive containing all documents

Spectrum understands that submission is electronic.

j) Signature of Vendor's authorized representative on cover letter and/or Proposal Signature Page of this RFP. The preferred format for narrative portions of proposals is a single PDF file addressing these clearly identified topics.

Spectrum understands and has complied.

³ Available at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>.

The completed written proposal form must be without erasures or alterations unless both parties initial each correction. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference. If Vendor's proposal is selected for award, Applicant will provide a written acceptance to establish the **legally binding agreement** required by E-Rate program rules.

Nevertheless, either party may later require additional documents, such as detailed Customer Service Orders or Purchase Orders.

Spectrum takes exception. This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools or otherwise be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event of a bid award to Spectrum by Magnolia Public Schools based on this proposal, if the Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

Vendors submitting questions and/or proposals can expect:

- RFP amendment clarifying due dates for questions and proposals
- RFP amendment(s) as needed
- Acknowledgement of receipt of proposals
- An "open and fair" competitive bidding process per E-Rate program rules
- No *private* calls, meetings, site walks, or demos
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted
- Winning Vendors will be expected to promptly provide any additional documentation needed
- E-Rate rules do not require Applicant to share other Vendors' proposals, unless required by state or local laws or regulations

Spectrum understands.

1.5 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered. Detailed evaluation criteria and weights are described in PART 2 — SPECIFIC INFORMATION.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected, as required by the E-Rate program rules.

Applicant reserves the right but has no obligation to determine a short list for best and final offers, after the submission deadline, or to accept the winning proposal as submitted by the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Spectrum understands.

1.6 Phased Implementation

Some Applicants may request a phased implementation strategy such that:

- Phase I: A reduced level of service/work approximately equal to Applicant's share of cost, starts July 1 (or earlier to extent allowed by program rules)
- Phase II: Balance of service/work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended while awaiting funding commitment

For *example*:

- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL

Unless Vendor explicitly takes exception to a phased implementation option, Vendor proposal should take into consideration the possibility that a phased approach may be required to mitigate Applicant risk or cash flow.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY:

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on Page 1 of PART 2 - SPECIFIC

INFORMATION section of this solicitation, and may be clarified via RFP amendment(s).

If no responsive bids are received by the deadline, (or in the case of sealed bids, the bid opening), the Applicant, at its sole discretion may:

- Accept late bids until 3pm Pacific time of the first business day on which at least one responsive (and cost-effective per E-Rate rules) bid has been received or until 48 hours prior to the close of the application window, whichever comes first
- Post an amendment extending the deadline
- Decline to make an award

In the event of conflict between this paragraph and a specific RFP amendment, the amendment shall prevail.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact Vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of Vendor, the Vendor will have an opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Spectrum understands.

2.2 Submission Procedure

The procedure for submission of proposals is stated on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy should be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details in PART 2 — SPECIFIC INFORMATION
- Otherwise, proposals should be submitted by electronic mail only, to the address shown on Page 1 of PART 2 — SPECIFIC INFORMATION

Spectrum understands.

Pricing information may be submitted in one of the following formats:

- Learningtech.org's supplied Pricing Form
- Vendor provided form that is substantially similar to Learningtech.org's form. NOTE: generic price lists, not reflecting the specific requirements of this RFP, may result in disqualification
- Recent invoice for month-to-month service, with reasonable assurance from Vendor that substantially similar pricing will continue to be honored throughout the funding year
- Pricing specifics from an eligible Consortium master agreement, Piggyback contract, or State Master Contract

If additional information is needed to clarify pricing, please include as part of your proposal narrative. Learningtech.org's Pricing Form (which is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference) is strongly preferred.

In addition to Learningtech.org's Pricing Form, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

2.3 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

Spectrum understands.

2.4 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to Vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

Spectrum may use subcontractors for fulfill certain of Spectrum's obligations in the provision of the Service pursuant to the terms and conditions agreed upon by Spectrum and such contractors; however, Spectrum remains liable to Magnolia Public Schools for the fulfillment of Spectrum's obligations by Spectrum's subcontractors.

2.5 Interpretation, Additional Information, Corrections, and Amendments/Addenda

Questions or requests for clarification of this RFP must be sent to the email address by the question deadline shown. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered Amendments/Addenda integral to this RFP.

Any interpretation, correction, clarification or change of this RFP will be made by posting an Amendment/Addendum on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through* or *conference call*, will not be binding. Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Amendments/Addenda throughout the time from posting of the RFP through the deadline for submission of proposals.

Spectrum understands.

USAC'S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant's Form 470, RFP and any amendments to RFPs. It is the responsibility of the Vendor to check EPC for all related documents.

Spectrum understands.

2.6 Omissions

Omissions in the proposal of any provision herein described shall not be construed as relieving the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

Any errors or omissions in Spectrum's proposal response due to errors or omissions in this RFP shall not be the responsibility of Spectrum. Spectrum reserves the right to revise its proposal in the event of any gross errors or omissions in Spectrum's quote or proposal that Customer knows of or should have known.

2.7 Implementation, Acceptance, and Payment

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before advised in writing by the Applicant.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Applicant has the right to conduct acceptance procedures before payment. Applicant will strictly enforce contract quality provisions including applicable industry standards and/or manufacturer specifications.

Spectrum does not agree to customer acceptance policies or procedures, but rather proposed Services will be provided and maintained as set forth in the Spectrum Enterprise Service Agreement and Service Level Agreement.

Upon completion of the construction, the project will be handed off to a local Spectrum Network Technician who will install the Spectrum-provided and Spectrum-owned equipment, as applicable, at Customer's site. The Spectrum Network Technician will work with Spectrum's Network Operations Center to verify connectivity and to provision the correct bandwidth. Spectrum's standard, approved testing method is known as RFC 2544. Once installation and testing are complete, Customer will be notified that the Service is available for use. Commencement of billing shall be governed by Section 3 of the Spectrum Enterprise Service Agreement, which defines the Billing Start Date as the date the Services are functional in all material respects and available for use by the Customer.

Unless otherwise set forth in a Service Attachment or Service Level Agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under the Agreement.

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Invoices cannot be sent to E-Rate program before the allowable dates of the relevant funding year. For telecommunications services within California, SLD's Service Provider Invoicing [SPI] mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. For all other services, unless specifically negotiated with Vendor, SPI is also selected.

Charter Communications Operating, LLC's ("Spectrum") SPIN is 143050436 and FRN is 002564373.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the Schools and Library Division of USAC. According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving. Please, review the USAC website at: <http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx> for further details.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon Customer's request Spectrum may assist with the applicable paperwork.

California Teleconnect Fund Contingency.

If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will

be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.

2.8 Applicant Right to Await Favorable FCDL

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated. In the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a substantially lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to:

- Start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts
- Wait until dates allowed by E-Rate program rules preceding the funding year, or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts
- Wait for FCDL, after July 1, for the strongest assurance of discounts

In the event only a portion of Spectrum's proposal is accepted, our offer will be affected requiring Spectrum to review any such partial acceptance before final bid approval, and therefore, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Spectrum will endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service.

Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-rate program participant for a Service, Spectrum will invoice Customer for the Service in

accordance with E-rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-rate program, receives E-rate program funding that is less than Customer's requested funding amount, or is denied E-rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event only a portion of Spectrum's proposal is accepted, our offer will be affected requiring Spectrum to review any such partial acceptance before final bid approval, and therefore, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Please review Spectrum's E-Rate Contingency Funding clause above.

Termination of Services prior to the expiration of the Initial Order Term is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

Upon Customer request, Spectrum can include the following within individual Service Orders:

NON-APPROPRIATION. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs

and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

In the event of significant delays, such as due to late FCDL, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations). Labor rates, where applicable, should not increase by more than is justifiable by the Consumer Price Index [CPI].

Spectrum's proposed pricing is valid for 180 days from this dated proposal. Spectrum does not guarantee that pricing provided in the proposal will remain valid beyond such 180 day period if a formal service agreement has not been entered into between the parties by the expiration of such time period.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Please review Spectrum's E-Rate Contingency Funding clause above.

2.9 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer or its representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is a Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply SLA credits.

Please refer to our SLA included in the Spectrum Enterprise Attachments section of our response to view SLA Targets and information related to outages, maintenance and applicable remedies.

Spectrum is not a manufacturer of the Equipment used to deliver the Services, so Spectrum cannot warrant that the Equipment is free from defects. If the Services are not functioning properly, then Spectrum is obligated to fix such problem (which may include replacement of Equipment). Any warranties provided by Spectrum with respect

to the Services are as set forth in the Terms of Service and are limited by (a) the disclaimer of warranties set forth in Section 14(a) of the Terms of Service and (b) the limitation of liability set forth in Section 14(b) of the Terms of Service.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Spectrum does not proactively monitor SLAs for customers or provide service level reports. It is up to the Customer to monitor Service and notify Spectrum of issues in accordance with the terms of Spectrum's applicable Service Level Agreements.

2.10 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be FOB Applicant destination. Estimated taxes and fees should also be quoted (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the Lowest Corresponding Prices [LCP] charged to other similarly situated customers throughout their geographic service area. In the event of a price decrease for a service or a product, the price decrease shall be passed on to the Applicant and suitably documented.

In the case of Category 1 services, increasing bandwidth at a given site or adding additional sites will not arbitrarily extend the term of the contract. In the case of Category 2 services, when allowed by E-Rate rules, contracts should allow for extension of implementation schedule, with reasonable provisions for service substitutions.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. The MRC and OTC does not include taxes, surcharges, and/or fees. Subject to any tax-exemption certification provided by Customer, additional taxes, fees and surcharges may apply. Information regarding possible taxes, fees and surcharges can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum adheres to the Lowest Corresponding Price (LCP) rule. MRCs are established on a case-by-case basis, taking into consideration various factors, including Spectrum's construction costs and capital expenses. Accordingly, Spectrum cannot agree to provide "most favored nation" pricing, automatic price decreases, or promotional or special offer pricing of any kind or agree to revaluation of pricing.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Installation of Services and Equipment will be provided and maintained as set forth in Spectrum's Commercial Terms of Service and Service Level Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

2.11 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

Spectrum understands.

2.12 Right to Reject; Unit Pricing

The Applicant reserves the right to accept multiple proposals or reject all proposals when in the best interest of the Applicant. The Applicant further reserves the right to accept an "authorization to order" [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein so long as the change is not "cardinal" per program rules. If your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Spectrum's proposal, including pricing, shall be valid for 180 days from the date of Spectrum's submittal of the proposal. In the event an order is not placed within 180 days, Spectrum reserves the right to update pricing based on , but not limited to, current installation costs, construction and equipment costs, remaining term and engineering and design specifications.

2.13 Acquisition Policies and Other Applicable Regulations

It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations. Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant's State(s) and Applicant's State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the PART 2 - SPECIFIC INFORMATION, or the following non-exhaustive examples:

- State specific regulations:
 - California's Public Contract and Education Codes
(<https://leginfo.legislature.ca.gov/>)
 - State of Washington K-12 Laws and Regs
(<http://www.k12.wa.us/RulesRegs.aspx>)
 - Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at: <https://www.k12.wa.us/policy-finding/child-nutrition/procurement>
 - <http://spo.hawaii.gov/references/hrs/>
 - <http://dhhl.hawaii.gov/>
 - <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hh1-001/>
 - <http://www.chartercommission.hawaii.gov>
- Applicant's local Archdiocese, District, or County Office of Education
- City Purchasing Division
- The State Human Rights Act
- Equal Opportunity Act
- The Prevailing Wage Act
- The Fair Labor Standards Act
- The State Motor Vehicle Code
- The State Use Tax Act
- The Occupational Safety and Health Act
- The Public Construction Bond Act
- The Consumer Product Safety Act

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <https://www.usac.org/e-rate/> for additional information about E-Rate rules.

Spectrum will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement and will comply with all applicable laws, ordinances, rules and regulations. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services.

Without limitation, Vendors *may* be obligated to comply with additional regulations, such as:

- Local construction codes, in the case of cabling projects⁴
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.

Spectrum will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement and will comply with all applicable laws, ordinances, rules and regulations. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services.

2.14 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁵ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of PART 2 - SPECIFIC INFORMATION. Where appropriate, such as for multi-year Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with high termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation will be considered incorporated by reference into the final contract, unless otherwise stated. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate

program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Unless otherwise stated, contract provisions include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State procurement regulations, and the E-Rate program rules

Spectrum expressly reserves the right to negotiate any provisions of this RFP with the understanding that the parties will enter into a mutually agreed, binding Service Agreement prior to the provision of Services. As a basis for the Service Agreement, Spectrum seeks the use of Spectrum's Standard Commercial Terms of Service, located at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> because the Spectrum Commercial Terms of Service most accurately reflect the Services and terms that Spectrum is able to provide to its customers.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of Spectrum's Commercial Terms of Service.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Spectrum will comply with all applicable laws, ordinances and E-rate rules and regulations relating to its performance obligations specified in the Service Agreement

Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://cadir.secure.force.com/ContractorSearch>. E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Termination of Services prior to the expiration of the Initial Order Term is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

(b) Not proceed with contracted products/services unless E-Rate funding is approved

Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate" funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

(c) Not proceed with contracted products/services if E-Rate funding is substantially lower than requested

Please review Spectrum's E-rate Funding Contingency clause above.

(d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.
Please review Spectrum's E-rate Funding Contingency above

(e) Optionally proceed with equivalent functionality products as needed (service substitution)

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Unless otherwise specified, Applicant prefers contract term:

- Start on July 1 and end on June 30 of each funding year for recurring services
- Start on July 1 (or earlier to extent allowed by program rules) and end on September 30 following the funding year for Internal Connections
- Allow for voluntary extensions, renewable at discretion of Applicant
- Allow extension of contract expiration date and/or service delivery date as needed for Applicant convenience and allowable by program rules
- Allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services as needed for Applicant convenience and allowable by program rules

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order

Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

2.15 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

This is not applicable based on the nature of the work and Service(s) Spectrum would provide.

2.16 Required Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications as appropriate to the products and services offered. Failure to meet the following required Vendor qualifications could justify disqualifying a proposal without further scoring:

- Per E-Rate program rules, Vendor hereby agrees to retain all documents relative to any Agreement resulting from this RFP for ten (10) years after the last date of service

To the extent required by applicable law, Spectrum shall keep complete and accurate documents, information and records concerning the Services provided to Customer in accordance with Spectrum's policy. As allowed by applicable law, Customer may audit such documents, information and records for the previous 12-month period not more than one time per year and Customer's audit rights shall be limited to documents, information and records pertaining to Services provided to Customer and not with respect to other customers. Audits undertaken by Customer shall be limited to Spectrum's operations only, and Spectrums confidential financial information, network systems, books, records and accounts shall not be made available for audit. Spectrum may require Customer's auditors to sign a reasonable non-disclosure agreement. All audits shall be at Customer's expense.

- Vendor must document that it has, or is in the process of obtaining, a valid SLD Service Provider Identification Number [SPIN]

Charter Communications Operating, LLC's SPIN is 143050436.

- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number

Charter Communications Operating, LLC's FRN is 002526580.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

Spectrum understands.

- Vendor must be able to provide evidence of Green Light Status Vendors proposing telecommunications services must be eligible telecommunications providers ("common carriers" filing Form 499) as defined by SLD or must show that an *exception* applies to their offering

Spectrum has filed a Form 499. Filer ID 832346
Registration Number (CORESID):0002526580

- Vendor must have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

SPIN	Service Provider Name	Doing Business As	Status	Contact Name	Email	Phone	Spac Filed (FCC Form 473)
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Active	David Ventimiglia	DL-CHTR498@charter.com	314-394-9850	2017,2018,2019,2020,2021

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment

Spectrum understands.

- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers,

and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- a) Customer's use or misuse of the Service,
- b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Spectrum shall indemnify and defend the Customer and its boards, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the site(s) as a direct result from Spectrum's installation, removal or maintenance at Customer's Service locations of the Spectrum Equipment.

Spectrum has provided a sample Certificate of Insurance for Customer's review.

- Additional qualifications may be specified in PART 2 — SPECIFIC INFORMATION

It is also highly recommended that Vendor retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the Vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the Vendor remains fully compliant with SLD/USAC/FCC requirements.

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- ▶ Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

2.17 Preferred Vendor Qualifications

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of preferred Vendor qualifications. Qualifications listed below are illustrative of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal provides evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available
- Proposal provides evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years
- Project staffing includes RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing includes manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings provide an RCDD to field supervise any installation work on this project.)

Spectrum serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than the Applicant's. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2-6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
- ▶ understand billing and standard discounts

Spectrum references are provided below:

Hollister School District
2690 Cienega Road
Hollister, CA 95023
Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District
Contact: Bill Klopping
(760) 245-3533
(760) 559-5480

Glendale Unified SD
223 North Jackson Street, Glendale, CA 91206
Contact: Frank Schlueter
(818) 241-3111, Ext. 1444

2.18 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required Vendor*

qualifications listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred Vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

Spectrum has taken exception throughout this proposal, as necessary. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Magnolia Public Schools may enter into a binding contract are understood to be subject to negotiation between the parties hereafter.

2.19 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

Spectrum is not a manufacturer of the equipment used to deliver the Services. No manufacturer, trade name, brand name, or model or catalog numbers apply. Equipment will be provided as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

2.20 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents, including whether mandatory or optional.

Spectrum understands.

2.21 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents, including whether mandatory or optional.

Spectrum understands.

2.22 Insurance

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily

injury and property damage) of not less than \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Worker's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than \$500,000 per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Evidence of such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

Spectrum understands Customer's insurance requirements, with the following modifications and clarifications:

All references to "public liability insurance" are replaced by "commercial general liability insurance."

Spectrum has provided a sample Certificate of Insurance for Customer's review.

2.23 Representations

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws

Spectrum will use its standard Equipment in the types and amounts as it deems necessary, along with the necessary resources in its sole discretion in order to provide the Services contemplated in this RFP.

Audited financial information and other material information concerning Spectrum is available through its filings with the Securities and Exchange Commission and the investor relations portion of Spectrum's website.

- Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission

Spectrum represents to the best of its knowledge that it is not barred from bidding or been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

- Pricing meets Lowest Corresponding Price requirement of the E-Rate Program

Spectrum complies with the Lowest Corresponding Price requirement of the E-rate Program.

- No official, employee or agent of Applicant has been employed or retained to solicit or aid in the procuring of this Agreement, nor will they be employed or otherwise benefit from this Agreement without notification to Applicant

Spectrum understands and represents that no agent of the Applicant has been employed or retained to solicit the agreement or will be employed or benefit from the agreement.

- All of Vendor's employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years

Spectrum confirms that all employees who would be entering the Applicant's premises will have undergone Spectrum's pre-hire criminal background screening process.

Charter's background check package components are as follows:

1. Drug Test
2. Background Check Core Items: Name and Address Search; Social Security Validation; Kwikscreen Search – Office of Foreign Assets Control (OFAC), Sex Offender Registry (SOR); County Criminal; Federal Criminal; Statewide Criminal.

- Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor

Spectrum understands.

2.24 Sales Tax Exemption

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions. Vendor will note "tax-exempt" on proposal to clearly indicate that taxes are not required.

MRC's and OTC's do not include taxes, surcharges, or fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of the Service Agreement. If Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of its tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. Please review Section 7(b) "Taxes, Surcharges and Fees" of the Spectrum Enterprise Service Agreement for additional tax information.

APPENDIX: EXAMPLE DETAIL OF TAXES

Appendix: Example Detail of Taxes⁶

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California service taxes and fees include (see <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees>):

- CA Public Utility Commission Fee
- CA High Cost Fund **B**
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

Pricing is not inclusive of all applicable taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of the Service Agreement. If Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of its tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. Please review Section 7(b) "Taxes, Surcharges and Fees" of the Spectrum Enterprise Service Agreement for additional tax information.

⁶ This is an example; vendors should provide similar details for Applicant local and state areas.

PART TWO: SPECIFIC INFORMATION

REQUEST FOR PROPOSALS



E-Rate Eligible Category 1 Products and Services

Funding Year 2022: 7/1/2022 — 6/30/2023

MAGNOLIA
PUBLIC SCHOOLS

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learnin2tech.org**](mailto:erate.mps@learnin2tech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date
shown on the associated Form 470.

*Submit **PROPOSALS**, including Signature Page and Pricing Form by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **PROPOSALS** is **12pm PST,**
28 calendar days from the Certified Date
shown on the associated Form 470.

In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.

PART 2 - SPECIFIC INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):
Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

Spectrum understands.

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

Spectrum’s bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the “Agreement”).

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava, CEO and Superintendent
Applicant Implementation Contact	Rasul Monoshev, IT Director
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a "charter district."

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter:

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
 - o MSA-5 Los Lobos (co-located with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)

- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity or Recipients of Service or Number of Eligible Entities** sections may differ from those listed below).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
2	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
3	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
4	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
5	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	Magnolia Science Academy Los Lobos (MSA-5) 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda)	16056860
7	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804

10	Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	Magnolia Science Academy Palms (MSA-6) 1512 Arlington Ave Los Angeles, CA 90019	16056861

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

B. Products And Services Sought

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**

8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/>.

Spectrum will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to Magnolia Public Schools.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Spectrum's Service Agreement includes the following Equipment provision:

Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes

aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

Upon termination or expiration of this Service Agreement or Service Order(s) (“Termination”), Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum (“Software”). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer’s Location.

If, upon Spectrum’s request, Customer fails to return Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum’s then-applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum’s unsuccessful attempts to retrieve the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

B.1 Category 1, Direct Internet Access

Direct Internet Access I			
Project Overview: DIA for several sites: <ul style="list-style-type: none"> ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana 			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Adresse
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 1 Gbps	Preferred: eligible for C2 Multimode fiber (optical) 50 micron	Preferred:	Preferred: 5 usable
		Applicant-owned (purchased) router or equivalent, may be	
Month-to-Month Service (transition period if needed)			

Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 Magnolia Science Academy Elementary 7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325 5 Gbps for each school Month-to-Month Service (transition period if needed)	Preferred:	Preferred:	Preferred: 5 usable
	Multimode fiber (optical) 50 micron	Applicant-owned (purchased) router or equivalent, may be eligible for C2	
Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 10 Gbps Month-to-Month Service (transition period if needed)	Preferred:	Preferred:	Preferred: 5 usable
	eligible for C2 Multimode fiber (optical) 50 micron	Applicant-owned (purchased) router or equivalent, may be	

Direct Internet Access			
Project Overview: DIA for several sites: <ul style="list-style-type: none"> o 1 Gbps for Palms o 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana 			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Adresse
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 Minimum 1 Gbps Preferred 1 Gbps Scalable Up to 5 Gbps Preferred Contract Term (36 months)	Preferred:	Preferred:	Preferred: 5 usable
	Multimode fiber (optical) 50 micron	Applicant-owned (purchased) router or equivalent, may be eligible for C2	
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 Magnolia Science Academy Elementary? (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325	Preferred:	Preferred:	Preferred:

Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012 <i>Starting 1/1/2023</i> Minimum 5 Gbps for each school Preferred 5 Gbps for each school Scalable Up to 10 Gbps for each school	eligible for C2 Multimode fiber (optical) 50 micron	Applicant-owned (purchased) router or equivalent, may be	5 usable
Direct Internet Access			
Project Overview: DIA for several sites: <ul style="list-style-type: none"> ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana 			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building) <i>Starting 3/11/2023</i> Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 Minimum 10 Gbps for each school Preferred 10 Gbps Preferred Contract Term (36 months)	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

Please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Other Specifications:

- Bid should include handoff to be provided

Spectrum will deliver all services over our wholly-owned local network cores, consisting of multiple 10 Gbps to 100 Gbps transport rings. These fiber transport paths terminate into Spectrum Fiber HUBs. Each fiber HUB is a hardened, secure facility with multiple transport paths interconnecting it with other local HUBs. This provides a level of redundancy on the local core network that few providers can replicate. Spectrum is constantly adding capacity to the regional and national networks, through a number of methods.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function

Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment

Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

- Prefer major provider (ideally "tier 1" or "tier 2" or substantial peering arrangements)

Spectrum currently connects to and peers with multiple Tier I and Tier II providers throughout the United States. A partial list of major peering points includes the following cities: Houston, Dallas, Chicago, Washington DC, Atlanta, Los Angeles, New York, Denver, Seattle, and San Jose. Spectrum leverages a network of geographically diverse, multi-gigabit private peering points with many service and content providers throughout the nation. To see some of Spectrum's peering arrangements please see:

http://bgp.he.net/AS11427#_asinfo and http://bgp.he.net/AS7843#_asinfo

- Symmetrical bandwidth preferred

Spectrum understands.

- Network availability \geq 99.99% preferred

Spectrum has included copies of its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

- No early termination fees preferred

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

- Burstable Bandwidth = No

Spectrum is not providing burstable bandwidth.

- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding

Please refer to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term. Vendor to provide detailed specifications for any additional equipment required for a complete and working solution

Upon award, negotiation and signing of a contract, Spectrum will provide a list of any Customer-supplied equipment and/or facilities needs to Customer. For more information, please refer to Section 5 (Service

Location, Access and Installation) and Section 6 (Equipment) of the Spectrum Enterprise Service Agreement

- Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate so in spreadsheet in separate rows or by adding additional tabs or by submitting separate Pricing Forms per site

Please review Spectrum's Service Proposal to review pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**

In addition to the Customer provided pricing form, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in

a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

- **Implementation:** To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of following, with preference of up to 30 days prior to allow for testing.²

07/01/22 start date for Palms, Valley, Northridge, Santa Ana

01/01/23 start date for Central Office

03/11/23 start date for MSA-1 in Reseda

Please include commitment date for activation in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages its new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the desired turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at the client's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

- **Contract preference:** To coincide with E-Rate funding year closure, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated otherwise, the preferred contract term is:

- Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
- Two (2) 1-year optional renewals after initial term

Please review Spectrum's Service Proposal to review pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

The Initial Order Term is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period specified in the Service Order(s).

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- **Service Provider Invoicing [SPI]:** unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Montague Charter Academy may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon Customer's request Spectrum may assist with the applicable paperwork.

² Applicant understands that overlapping service is "redundant" and not eligible for E-Rate discounts.

C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk-Through information follows.

ONLY checked items (E1) apply.

E1 A Vendor Conference Call will NOT be held. Please do not request a special appointment.

Spectrum understands a Vendor Conference Call will NOT be held.

E1 A Vendor Walk Through will NOT be held. Please do not request a special appointment.

Spectrum understands a Vendor Walk Through will NOT be held.

- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last-minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.³

- A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last-minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.⁴

Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, nonattendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members.

Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

Spectrum understands.

³ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- "Budgetary" pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Magnolia Public Schools may enter into a binding contract are understood to be subject to negotiation between the parties hereafter.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

All qualified proposals will be evaluated using the following factors and weights.

Criterion	Weight
Cost of eligible products and services ⁵ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁶	24%
Low cost of ineligible products and services ⁷ during <i>initial</i> contract term	15%
Projected implementation timeline based on prior performance ⁸	15%
Vendor qualifications ⁹	6%
Contract terms and conditions ¹⁰	5%
Extent to which a single-provider, turnkey solution is provided ¹¹	5%
Quality of proposal document(s) ¹²	5%
Total	100.00%

Spectrum understands.

E. OTHER SPECIFICS

No additional specifications are available.

⁵ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁶ In the case of Internet services, *functionality* could include: whether provider is considered "Tier 1," "Tier 2," or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handoff) and services. Solutions that emphasize student data security are strongly preferred.

- ⁷ Such as Early Termination Fees.
- ⁸ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).
- ⁹ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.
- ¹⁰ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing will generally be scored higher. Option for renewal terms is a plus. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.
- ¹¹ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.
- ¹² The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

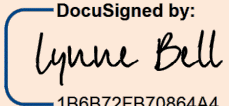
PROPOSAL SIGNATURE PAGE



Proposal Signature Page

MAGNOLIA
PUBLIC SCHOOLS

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_cl)

For the Vendor:		
DocuSigned by:  1B6B72EB70864A4...		
Signature		
Lynne Bell, VP, Spectrum Enterprise Sales	Charter Communications Operating, LLC	
Printed Name and Title	Vendor Name	
3/14/2022	143050436	Completed
Date	SPIN	Pricing Form
Reference # (if using online form)		
This proposal is submitted in response to SPECIFIC INFORMATION , section B. 1 Category 1, Direct Internet Access		
(for clarity, please provide name of section as well)		

For the Applicant:	
If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.	
Signature	Date
Printed Name	Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2021

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 CN102616700-ALL-GAWU-22-23	CONTACT NAME: Marsh U.S. Operations PHONE (A/C. No. Ext): 866-966-4664 E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com	FAX (A/C. No.):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford, CT 06901	INSURER A: Commerce & Industry Insurance Company		19410
	INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA		19445
	INSURER C: AIU Insurance Co		19399
	INSURER D: ACE Property and Casualty Insurance Company		20699
	INSURER E: New Hampshire Insurance Company		23841
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

CHI-009992914-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3629906	01/01/2022	03/01/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA1921838 (AOS) CA1921839 (MA) CA1921840 (VA)	01/01/2022 01/01/2022 01/01/2022	03/01/2023 03/01/2023 03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEU G28119616 007	01/01/2022	03/01/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	014122399 (AOS) 4595566 (OH) 014122396 (WI) 014122398 (CA)	01/01/2022 01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (See reverse and/or attached for additional information)

CERTIFICATE HOLDER**CANCELLATION**

Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford, CT 06901	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Charter Communications, Inc. Branded Spectrum, Spectrum Business, Spectrum Enterprise and their:
 - subsidiaries, associated, affiliated and inter-related companies;
 - controlled or majority (more than 50%) owned partnerships, limited liability companies;
 - interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
 - interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
 - any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

- | | |
|---|--|
| Bresnan Broadband Holdings, LLC; | Spectrum Captive Holdings, LLC; |
| Bresnan Broadband of Colorado, LLC; | Spectrum Communications Indemnity Inc. CT Captive |
| Bresnan Broadband of Montana, LLC; | Spectrum Fiberlink Florida, LLC; |
| Bresnan Broadband of Utah, LLC; | Spectrum Gulf Coast, LLC; |
| Bresnan Broadband of Wyoming, LLC; | Spectrum Management Holding Company, LLC; |
| Bresnan Digital Services, LLC; | Spectrum Mid-America, LLC; |
| Bright House Networks Information Services (Alabama), LLC; | Spectrum Mobile Equipment, LLC; |
| Bright House Networks Information Services (California), LLC; | Spectrum Mobile LLC; |
| Bright House Networks Information Services (Florida), LLC; | Spectrum New Jersey, LLC; |
| Bright House Networks Information Services (Indiana), LLC; | Spectrum New York Metro, LLC; |
| Bright House Networks Information Services (Michigan), LLC; | Spectrum NLP, LLC; |
| CC Fiberlink, LLC; | Spectrum Northeast, LLC; |
| CC VII Fiberlink, LLC; | Spectrum Oceanic, LLC; |
| CCH I Holdings, LLC; | Spectrum Originals Development, LLC |
| CCH Holding Company, LLC; | Spectrum Originals, LLC |
| CCH II, LLC (CCHII); | Spectrum Pacific West, LLC; |
| CCHC, LLC; | Spectrum Reach, LLC; |
| CCO Holdings Capital Corp.; | Spectrum RSN, LLC; |
| CCO Holdings, LLC; | Spectrum Security, LLC; |
| CCO NR Holdings, LLC; | Spectrum Southeast, LLC; |
| Charter Advanced Services (MO), LLC; | Spectrum Stamford, LLC; |
| Charter Communications Holding Company, LLC; | Spectrum Sunshine State, LLC; |
| Charter Communications Holdings, LLC; | Spectrum TV Essentials, LLC; |
| Charter Communications Operating Capital Corp.; | TC Technology LLC |
| Charter Communications Operating, LLC; | Time Warner Cable Business, LLC; |
| Charter Communications, Inc.; | Time Warner Cable Enterprises LLC; |
| Charter Distribution, LLC; | Time Warner Cable Information Services (Alabama), LLC; |
| Charter Fiberlink - Alabama, LLC; | Time Warner Cable Information Services (Arizona), LLC; |
| Charter Fiberlink - Georgia, LLC; | Time Warner Cable Information Services (California), LLC; |
| Charter Fiberlink - Illinois, LLC; | Time Warner Cable Information Services (Colorado), LLC; |
| Charter Fiberlink - Maryland II, LLC; | Time Warner Cable Information Services (Hawaii), LLC; |
| Charter Fiberlink - Michigan, LLC; | Time Warner Cable Information Services (Idaho), LLC; |
| Charter Fiberlink - Missouri, LLC; | Time Warner Cable Information Services (Illinois), LLC; |
| Charter Fiberlink - Nebraska, LLC; | Time Warner Cable Information Services (Indiana), LLC; |
| Charter Fiberlink - Tennessee, LLC; | Time Warner Cable Information Services (Kansas), LLC; |
| Charter Fiberlink CA-CCO, LLC; | Time Warner Cable Information Services (Kentucky), LLC; |
| Charter Fiberlink CC VIII, LLC; | Time Warner Cable Information Services (Maine), LLC; |
| Charter Fiberlink CCO, LLC; | Time Warner Cable Information Services (Massachusetts), LLC; |
| Charter Fiberlink CT-CCO, LLC; | Time Warner Cable Information Services (Michigan), LLC; |
| Charter Fiberlink LA-CCO, LLC; | Time Warner Cable Information Services (Missouri), LLC; |



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford, CT 06901	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- | | |
|--|---|
| Charter Fiberlink MA-CCO, LLC; | Time Warner Cable Information Services (Nebraska), LLC; |
| Charter Fiberlink MS-CCVI, LLC; | Time Warner Cable Information Services (New Hampshire), LLC; |
| Charter Fiberlink NC-CCO, LLC; | Time Warner Cable Information Services (New Jersey), LLC; |
| Charter Fiberlink NH-CCO, LLC; | Time Warner Cable Information Services (New Mexico), LLC; |
| Charter Fiberlink NV-CCVII, LLC; | Time Warner Cable Information Services (New York), LLC; |
| Charter Fiberlink NY-CCO, LLC; | Time Warner Cable Information Services (North Carolina), LLC; |
| Charter Fiberlink OR-CCVII, LLC; | Time Warner Cable Information Services (Ohio), LLC; |
| Charter Fiberlink SC-CCO, LLC; | Time Warner Cable Information Services (Pennsylvania), LLC; |
| Charter Fiberlink TX-CCO, LLC; | Time Warner Cable Information Services (South Carolina), LLC; |
| Charter Fiberlink VA-CCO, LLC; | Time Warner Cable Information Services (Tennessee), LLC; |
| Charter Fiberlink VT-CCO, LLC; | Time Warner Cable Information Services (Texas), LLC; |
| Charter Fiberlink WA-CCVII, LLC; | Time Warner Cable Information Services (Virginia), LLC; |
| Charter Gateway, LLC; | Time Warner Cable Information Services (Washington), LLC; |
| Charter/Altice Master Cable Advertising, LLC; | Time Warner Cable Information Services (West Virginia), LLC; |
| Charter Leasing Holding Company, LLC; | Time Warner Cable Information Services (Wisconsin), LLC; |
| Cujo Parent, LLC; | Time Warner Cable Northeast LLC |
| DukeNet Communications, LLC; | Time Warner Cable, LLC; |
| Insight Blocker LLC; | TWC Administration LLC; |
| Insight Communications Company LLC; | TWC Communications, LLC |
| Marcus Cable Associates, LLC; | TWC Employee Disaster Relief Fund |
| SCI Aviation, Inc.; | TWC SEE Holdco LLC |
| Spectrum Advanced Services, LLC (f/k/a TWC Digital Phone LLC); | TWCIS Holdco LLC |

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

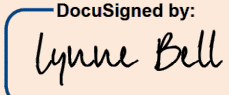
PROPOSAL SIGNATURE PAGE



Proposal Signature Page

MAGNOLIA
PUBLIC SCHOOLS

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_cl)

For the Vendor:		
DocuSigned by:  1B6B72EB70864A4...		
Signature		
Lynne Bell, VP, Spectrum Enterprise Sales	Charter Communications Operating, LLC	
Printed Name and Title	Vendor Name	
3/14/2022	143050436	Completed
Date	SPIN	Pricing Form
Reference # (if using online form)		
This proposal is submitted in response to SPECIFIC INFORMATION , section B. 1 Category 1, Direct Internet Access		
(for clarity, please provide name of section as well)		

For the Applicant:	
If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.	
Signature	Date
Printed Name	Title



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 [Insert name of Customer] (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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E-Rate Rider

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

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E-Rate Rider

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

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E-Rate Rider

- 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.

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.

10. 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.

11. 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 which charges may be invoiced.

12. Contract Requirements.

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E-Rate Rider

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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Red Light Display System (RLDS)



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

[< FCC Site Map](#)

Logged in as Username: vl4468@att.com FRN: AT (0005937974) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

10/4/2021 3:03 PM

Current Status of FRN 0005937974

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 10/04/2021 at 6:31 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

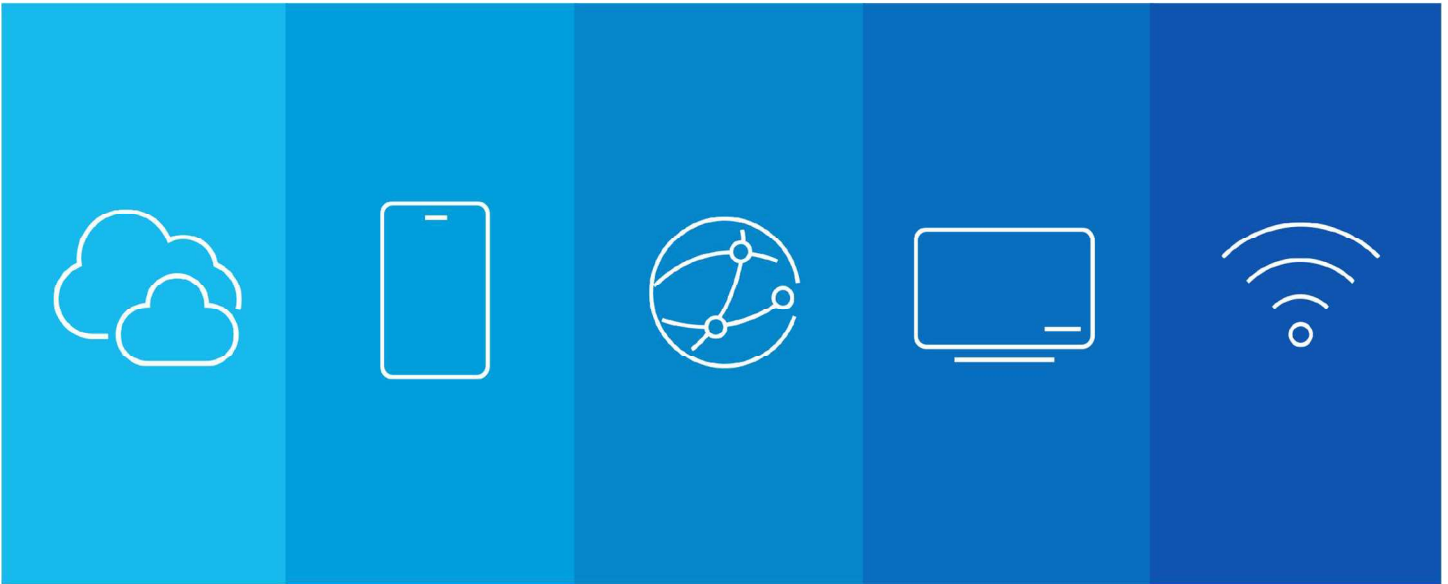
[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



AT&T Response to Magnolia Public Schools' RFP for Dedicated Internet Services





Herminia Simpson
1452 Edinger Ave, Shared
Tustin, CA 92780, United States

Phone: +1 714.599.4681
herminia.simpson@att.com
www.att.com

March 14, 2022

Tom Wilkerson
Consultant
Magnolia Public Schools
250 E 1st Street
Los Angeles, CA 90012

Dear Tom Wilkerson:

In response to the Magnolia Public Schools E-rate Form 470 #220020021 and RFP for AT&T Dedicated Internet, 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:

- AT&T Dedicated Internet SPIN 143001192

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,

Herminia Simpson
Client Solutions Executive 3



Connecting Your World

AT&T Response to Magnolia Public Schools' RFP for Data Transmission and/or Internet Access Services

March 14, 2022

Herminia Simpson
AT&T
Client Solutions Executive 3
1452 Edinger Ave, Shared
Tustin, CA 92780, United States
Phone: +1 714.599.4681
herminia.simpson@att.com



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.

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 Schools and Libraries Division ("SLD") of 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 SLD 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 SLD'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/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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Product Disclaimers - For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router. 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.

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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, Magnolia Public Schools can take advantage of technology to expand the ways you provide education and support your staff.

Schools across the nation have risen to the challenge of COVID-19, using various new tools and applications to provide remote instruction, distance learning, and small group support. As a result, a reliable network is more important than ever. Magnolia Public Schools needs a network that can keep up.

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 Magnolia Public Schools are looking at new ways to take advantage of evolving technologies.

Magnolia Public Schools must have an infrastructure that facilitates new technology and improved learning in the classroom. Therefore, you want a provider that can help you build a network platform to support these objectives:

- Facilitate student engagement and participation
- Increase the efficiency of your teachers and staff
- Support new electronic learning applications and delivery

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 Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity.

The solution has these key features:

- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.
- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.

Advantages of AT&T

AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education



experience to your school or library, helping expand affordable access to advanced telecommunication services. And we offer the following additional advantages:

- At AT&T, we can bundle wireline, wireless, voice, data, and internet services, which sets us apart from many other providers. We can integrate the services you need by drawing on our extensive portfolio of advanced IP and traditional networking solutions for voice and data. We're one of the few companies that maintains its commitment to operating a major U.S. network, including in rural and underserved areas.
- We put it all together for Magnolia Public Schools—we can build it, test it, manage it, and help make it more secure. The result is a complete solution, and you'll benefit from its convenience, simplicity, and cost savings.
- AT&T has a long history of supporting education. In 2008, we launched AT&T Aspire, the largest educational initiative in our history. Through this program—one of the most substantial corporate commitments of its kind—we've helped more than a million students across all 50 states.

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
Herminia Simpson	Client Solutions Executive	714.599.4681	hm3571@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.



Notwithstanding anything contained in this Request For Proposal (“RFP”) to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates (“AT&T”) hereby submits this RFP response (the “Response”) subject to the provisions hereof and the terms and conditions contained in the attached Unified Agreement (the “Unified Agreement”), between AT&T and Magnolia Public Schools (“Customer”), along with E-rate Rider, applicable Pricing Schedule(s), and any transaction-specific documents to be entered into between the parties (collectively, the “Proposed Contract Documents”) and not pursuant to the terms and conditions contained within or referenced to in this RFP document. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the “Contract”).

The terms and conditions contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

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. Magnolia Public Schools as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

In the event that AT&T is chosen as Magnolia Public Schools’ vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with Magnolia Public Schools that includes certain of Customer’s terms and conditions incorporated into the Proposed Contract Documents.

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 this will be a successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and Customer will need to reach mutual agreement on AT&T’s participation.



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.

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application is with the customer. AT&T is not responsible for the outcome of the SLD'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/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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RFP Response

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023

PART 1 – GENERAL INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>): Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470. **Thus, a formal response to each paragraph of this RFP is neither required nor desired.**

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:



- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details
- Description of Products and Services Sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to order of priority shall be as set out in the Proposed Contract Documents.

All terms and conditions relating to order of priority shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and 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.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

GENERAL INFORMATION, TERMS AND CONDITIONS

1. Overview

1.1 E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries

Division [SLD] Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [E-Rate] discounts. E-Rate provides discounts for certain school or library technology products and services, including:



AT&T Response:

The AT&T family of companies 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 and non-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled (Non-Fiber)
 - Transport Only - No ISP Service Included (Non-Fiber)
 - Internet Access: ISP Service Only (No Transport Circuit Included)
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Other
- Category 2:
 - Internal Connections
 - Managed Internal Broadband Services
 - Basic Maintenance of Internal Connections

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, <https://www.usac.org/e-rate/>, or call the SLD Help Line at 888-2038100.

1.2 Communications

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration

Number 16043681], **a Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)



- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment

All questions and contacts about this RFP should be submitted via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile, or U.S. mail inquiries are strongly discouraged. Proposal submissions by telephone or facsimile are not acceptable. Proposal submissions by U.S. mail are strongly discouraged, except when sealed bids are required.

AT&T Response:

AT&T has read and understands.

1.3 Scope

Applicant seeks proposals for E-Rate eligible products and services in the categories listed in **Service Requests** section of the Form 470 and further detailed in **PART 2 – SPECIFIC INFORMATION**, section **B. Products And Services Sought**.

AT&T Response:

The AT&T family of companies 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 and non-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve and maintain telecommunications, Internet access services, and/or



technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Applicant seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program.

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.

AT&T agrees with respect to information submitted in Form 471 filings. With respect to other information, subject to applicable law, all terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the confidentiality provision and the subsections thereto.

Per E-Rate rules, confidential bids are not acceptable.¹ By submitting a proposal, Vendor acknowledges that any reference to “Proprietary” or “Confidential” on any document or communication is waived.

Vendors may bid on the entire RFP or on any numbered group of **Products and Services Sought** in section B of PART 2 - SPECIFIC INFORMATION. Within each group, a complete solution is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for group B.1.

Vendors should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals.

¹ Per FCC Order 14-99, in general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

² Please reference E-Rate Eligible Services List <https://www.usac.org/e-rate/applicant-process/before-youbegin/eligible-services-list/>



AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and 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 documents, and use of terms and phrases, such as “all-inclusive” or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote. AT&T’s prices do not include taxes, surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer’s failure to timely pay such taxes or similar charges), and such taxes and similar charges are not stabilized.

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.

1.4 Proposal Elements

A responsive proposal will include the following elements:

- a) Applicant reference info:
- Reference to the establishing Form 470 Number
 - Applicant name

AT&T Response:

AT&T Corp.

- Applicant Billed Entity Number [BEN]
- Applicant address



AT&T Response:

1452 Edinger Ave, Tustin, CA 92780, United States

- Which requirements your proposal addresses (e.g., B.1, B.2 in PART 2 – SPECIFIC INFORMATION section)

b) Vendor background

- Name
- Vendor Contact Information (email and phone)

AT&T Response:

Name: Herminia Simpson

Title: Client Solutions Executive 3

Address: 1452 Edinger Ave, Tustin, CA 92780, United States

Phone: +1 714.599.4681

Email: herminia.simpson@att.com

- Form of Organization

AT&T Response:

AT&T is an independent, publicly traded corporation, and no individual owns more than 10% of the company.

Headquartered in Dallas, Texas, we're investing to be a global leader in telecommunications, media, and technology. We offer innovative solutions for our customers and strong returns for our shareholders.

- Names of Principals

AT&T Response:

The names and titles of the AT&T Corp. officers are listed in the attached “AT&T Officers” Spreadsheet.



- Years in Business

AT&T Response:

AT&T has 144+ years in business.

AT&T Corp. has been in business since 1885. It is a wholly owned subsidiary of AT&T Inc. – a corporation traded on the New York Stock Exchange. AT&T's financial information is consolidated and reported at the AT&T Inc. level.

The most recent Annual Report for AT&T can be found in the Investor Relations section of our website at: <http://www.att.com/gen/investor-relations?pid=9186>.

The most recent 10-Q for AT&T Inc., filed with the Securities and Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec&control_selectgroup=Quarterly%20Filings

Other AT&T financial information can be found on the same Investor Relations Website.

- Confirmation of the Vendor Qualifications as further described below c) E-Rate track record:
- Vendor Service Provider Identification Number [SPIN]

AT&T Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

- References: three K-12 or library references for similar projects in the last 5 years

AT&T Response:

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.

- Evidence of routinely successful SLD funding approvals

AT&T Response:

AT&T family of companies is the largest single Service Provider under the School and Library Program. In 2021 PY, AT&T family of companies were the largest Service Provider of Category 1 services representing 11% of all Category 1 services, as measured by e-rate requested dollars.

- Low frequency of high scrutiny applications

AT&T Response:

The AT&T family of companies 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 and non-eligible services to assure your schools and libraries are connected; from Cybersecurity, VoIP service to network design and integration. In the 2021 PY, AT&T was the largest C1 Vendor operating under the e-rate program with an 11% market share and handling over 2500 FRNs from customers ranging in size from the small private school to the vast statewide state networks. Our customers' past history with the e-rate program, the size and complexity of their networks are all factors considered by USAC's PIA review team in review of their funding requests.

AT&T has established a strong E-rate Compliance Program to insure that we follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules. The size of our e-rate customer base has allowed us to modify our billing systems, applications and processes to better support our E-rate Customers. 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. AT&T has also established a dedicated e-rate post sale support organization called RECO (RHC, E-rate California USF and Oklahoma USF) Center of Excellence to assist in resolving billing issues, dealing with USAC Inquiries or Audits and ensuring the timely distribution of SPI funding, if chosen by the customer. Further e-rate resources are available to AT&T Sellers with dedicated individuals in our Compliance, Legal and Regulatory organizations.

One of the strengths provided by our E-rate SME team is their geographic diversity. As our E-rate SME's provide Coast-to-Coast coverage, this allows them to share learnings with each other and capture new trends as they develop. For example a couple of years



ago, PIA changed the manner in how Special Construction reviews were done. In their early stages of this change, our E-rate SMEs noticed an entirely new set of questions around Special Construction. This was first noticed on the West Coast with a customer in CA and has now filtered across the rest of the country. The responses to these questions are very detailed around fiber build design, end points and the costing factors associated with them. Our nationwide coverage allows us to anticipate these questions in other Regions and provides us the additional time to create processes to collect this “new” information. Early awareness of new issues allows our customers to respond to these questions sooner, resulting in an earlier funding decision than would be available without these resources.

- As appropriate for the products/services sought by Applicant:
 - Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)

AT&T Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer’s operations and use of telecommunications services, to provide and support Customer’s use of the Services in accordance with the terms of AT&T’s response to this RFP. The identities and titles of specific persons and their availability to provide and support Customer’s needs will be separately established by authorized representatives of AT&T upon award of the RFP to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

AT&T Response:

AT&T clarifies that while typically, a contractor license is required to “construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building” (*Howard v. State*, 85 Cal. App. 2d 361, 364, 193 P.2d 11, 13 (1948); Cal. Bus. & Prof. Code § 7026), the California Business and Professions Code establishes an exemption to the contractor license requirement for public utilities at Cal. Bus. & Prof. Code § 7042.5. AT&T Corp. is entitled to rely on that exemption under applicable law because it is a public utility. See also 78 Cal. Op. Att’y Gen. 261 (1995).



All terms and conditions relating to licenses, permits and consents as well as compliance with laws shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

d) Product/Service solution:

- Succinct list of exceptions to any requirements, terms, or conditions of this RFP

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

- Brief summary, in non-technical terms, of what the solution provides
- The pre-discount price with subtotals for:
 - E-Rate eligible items including taxes, shipping, and installation (if applicable)
 - Items not eligible for E-Rate support including taxes, shipping, and installation (if applicable)
 - Other expenses as appropriate

AT&T Response:

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.

- Term of the contract
- Estimated implementation schedule



- Confirmation that the proposal is valid through the close of the application window and will be honored through completion of any associated documentation

AT&T Response:

The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contracts, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding year, whichever first occurs. Once the contracts are signed, the provisions of the contracts will control. AT&T's rates will remain fixed for the duration of the final executed binding contracts.

- Confirmation that no products or components from any "covered company," as designated by the FCC, are included in the proposal

AT&T Response:

None of the product and services proposed in response utilize any equipment or services provide by a company that the FCC has designated as a national security threat to the integrity of the communication network or the communications supply chain. 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.

e) The required Pricing Form

f) Vendor's proposed Terms and Conditions, including any early termination provisions

AT&T 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. Also, please see the E-rate Rider, attached hereto.

g) For Category 2 proposals, signed "Additional Category 2 Provisions" pages



- h) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template³, upon applicant decision to award *and before the Form 471 deadline*

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.

- i) In case of SEALED BIDS, a USB drive containing all documents
- j) Signature of Vendor’s authorized representative on cover letter and/or Proposal Signature Page of this RFP.

The preferred format for narrative portions of proposals is a single PDF file addressing these clearly identified topics.

The completed written proposal form must be without erasures or alterations unless both parties initial each correction. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference. If Vendor’s proposal is selected for award, Applicant will provide a written acceptance to establish the **legally binding agreement** required by E-Rate program rules. Nevertheless, either party may later require additional documents, such as detailed Customer Service Orders or Purchase Orders.

AT&T Response:

Any Customer purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract documents and not subject to the preprinted terms of that purchase order form.

The contract terms contained with this RFP document do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please

³ Available at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>



note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

Vendors submitting questions and/or proposals can expect:

- RFP amendment clarifying due dates for questions and proposals
- RFP amendment(s) as needed
- Acknowledgement of receipt of proposals
- An “open and fair” competitive bidding process per E-Rate program rules
- No *private* calls, meetings, site walks, or demos
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted
- Winning Vendors will be expected to promptly provide any additional documentation needed

AT&T Response:

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.

- E-Rate rules do not require Applicant to share other Vendors’ proposals, unless required by state or local laws or regulations

1.5 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered. Detailed evaluation criteria and weights are described in PART 2 – SPECIFIC INFORMATION.

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.



For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected, as required by the E-Rate program rules.

Applicant reserves the right but has no obligation to determine a short list for best and final offers, after the submission deadline, or to accept the winning proposal as submitted by the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

AT&T Response:

AT&T's Response 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 final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

AT&T 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.

1.6 Phased Implementation

Some Applicants may request a phased implementation strategy such that:

- Phase I: A reduced level of service/work approximately equal to Applicant's share of cost, starts July 1 (or earlier to extent allowed by program rules)

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 District 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 District per E-Rate rules.



- Phase II: Balance of service/work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended while awaiting funding commitment

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 District notification to proceed with the order without funding approval or verification in writing from the 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 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 District, and/or any contractor or subcontractor employed by District, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

For example:

- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL Unless Vendor explicitly takes exception to a phased implementation option, Vendor proposal should take into consideration the possibility that a phased approach may be required to mitigate Applicant risk or cash flow.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation, and may be clarified via RFP amendment(s).



If no responsive bids are received by the deadline, (or in the case of sealed bids, the bid opening), the Applicant, at its sole discretion may:

- Accept late bids until 3pm Pacific time of the first business day on which at least one responsive (and cost-effective per E-Rate rules) bid has been received or until 48 hours prior to the close of the application window, whichever comes first
- Post an amendment extending the deadline
- Decline to make an award

In the event of conflict between this paragraph and a specific RFP amendment, the amendment shall prevail.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the

Applicant determines to be in its own best interest, or to contact Vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of Vendor, the Vendor will have an opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

AT&T Response:

AT&T has read and understands.

2.2 Submission Procedure

The procedure for submission of proposals is stated on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy should be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details in PART 2 – SPECIFIC INFORMATION
- Otherwise, proposals should be submitted by electronic mail only, to the address shown on Page 1 of PART 2 – SPECIFIC INFORMATION

Pricing information may be submitted in one of the following formats:



- Learningtech.org's supplied Pricing Form
- Vendor provided form that is substantially similar to Learningtech.org's form.
NOTE:
- generic price lists, not reflecting the specific requirements of this RFP, may result in disqualification
- Recent invoice for month-to-month service, with reasonable assurance from Vendor that substantially similar pricing will continue to be honored throughout the funding year
- Pricing specifics from an eligible Consortium master agreement, Piggyback contract, or State Master Contract

If additional information is needed to clarify pricing, please include as part of your proposal narrative. Learningtech.org's Pricing Form (which is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference) is strongly preferred.

2.3 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

AT&T Response:

AT&T has read and understands.

2.4 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to Vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

AT&T Response:

AT&T does not intend to use subcontractors for the services which are the subject of this RFP, however, AT&T submits this Response subject to the Assignment provisions contained in the Proposed Contract Documents. All terms and conditions relating to assignment shall be as set out in the Proposed Contract Documents, the Unified Agreement Terms and Conditions Section 10.6 (*"Assignment and Subcontracting"*).



2.5 Interpretation, Additional Information, Corrections, and Amendments/Addenda

Questions or requests for clarification of this RFP must be sent to the email address by the question deadline shown. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered Amendments/Addenda integral to this RFP.

Any interpretation, correction, clarification or change of this RFP will be made by posting an Amendment/Addendum on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through* or *conference call*, will not be binding. Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Amendments/Addenda throughout the time from posting of the RFP through the deadline for submission of proposals.

USAC'S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant's Form 470, RFP and any amendments to RFPs. It is the responsibility of the Vendor to check EPC for all related documents.

AT&T Response:

AT&T has read and understands.

2.6 Omissions

Omissions in the proposal of any provision herein described shall not be construed as relieving the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

AT&T Response:

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by the District prior to bidding.



For the price(s) quoted herein, AT&T will provide only the items of equipment and 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 documents, and use of terms and phrases, such as “total cost” or “all-inclusive” does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

2.7 Implementation, Acceptance, and Payment

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before advised in writing by the Applicant.

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 Customer notification to proceed with the order without funding approval or verification in writing from the Customer 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 Customer, 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 Customer, and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

Any Customer purchase orders, carrier service orders or similar written instructions issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract documents and not subject to the preprinted terms of that purchase order form.

Applicant has the right to conduct acceptance procedures before payment. Applicant will strictly enforce contract quality provisions including applicable industry standards and/or manufacturer specifications.



AT&T Response:

For clarification, AT&T will install, implement and cutover the system components called for in the agreed specifications. The components provided will operate in all material respects in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties. When the work and components specified in this response complete manufacturer-recommended test protocols, the project is complete and acceptance will take place.

AT&T will not commit to follow "industry standard," as that term is somewhat undefined in this context. AT&T will provide the services as outlined in its proposal and resulting contract documents in a manner mutually agreed by the parties.

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Invoices cannot be sent to E-Rate program before the allowable dates of the relevant funding year. For telecommunications services within California, SLD's Service Provider Invoicing [SPI] mode of invoicing is *required* for compliance with California Teleconnect Fund *stacking*. For all other services, unless specifically negotiated with Vendor, SPI is also selected.

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. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T



utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at :<https://www.usac.org/e-rate/service-providers/step-5-invoicing/>

CTF Applicants also approved by SLD to receive E-Rate discounts on AT&T services:

Yes, AT&T is a CTF participant. Pursuant to Senate Bill (SB) 1102, CTF Service Providers are required to apply the statewide average E-Rate percentage (as instructed in the Telecommunications Division's Administrative Letter No. 10) before applying the CTF discount on eligible services, where applicable. If you are a school or library and have not applied for E-Rate or have not returned your E-Rate Existing Services List, your CTF discounts may be impacted by SB1102. The California statewide average E-Rate percentage must be applied before calculating the CTF discount (this calculation only reduces the Customer's eligible dollar amount considered for CTF discounts; it does not provide the Customer an E-Rate discount) on eligible services for public and private K-12 schools and public libraries. The statewide average E-Rate percentage is updated in July of each year. The statewide average can vary, as a result of the annual update. Go to [CTF Program - Statewide Average E-rate \(ca.gov\)](https://www.ctfprogram.ca.gov) for yearly statewide average E-Rate percentages.

The process for receiving CTF discounts is as follows:

If Applicant is not currently receiving CTF discounts on AT&T services: Customer must first obtain approval from the California Public Utilities Commission before CTF discounts can be provided. Once approved, Customer must forward to AT&T a copy of their approval letter along with an [AT&T California Teleconnect Fund \(CTF\) Discount Request Form](#) (which can be found at [California Teleconnect Fund Program Application Process - Erate \(att.com\)](#))



Once AT&T receives the initial request to receive CTF discounts, it will apply CTF discounts within 2 to 3 bill cycles. Customer will continue to receive CTF discounts for eligible services, as requested on [AT&T California Teleconnect Fund \(CTF\) Discount Request Form](#), on an ongoing basis.

If Applicant is already receiving CTF discounts on AT&T services:

If Customer is already receiving CTF discounts on some AT&T services and wishes to have recently awarded eligible services that were not previously provided by AT&T to also receive CTF discounts then Customer may either:

Request CTF discounts on additional services by submitting supplemental [AT&T California Teleconnect Fund \(CTF\) Discount Request Form](#) with Billed Telephone # (BTN/WTN) for new services on the form. AT&T form can be found at [California Teleconnect Fund Program Application Process - E-rate \(att.com\)](#) Completed form can be emailed or faxed to AT&T.

Upon receipt of CTF form (or notification at time service is ordered), Customer will receive CTF discounts within 2-3 bill cycles from the order.

OR

Simply request CTF discounts when placing order for new services from AT&T Customer representative.

The process for obtaining E-Rate discounts is as follows:

The California Public Utility Commission requires that CTF recipients who also receive E-Rate discounts, must utilize the Service Provider Invoice (SPI) billing method to obtain their E-Rate discounts. SPI discounts will be provided by AT&T as follows:

When customers designate their choice of SPI billing for services provided by most AT&T local exchange affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.



When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

2.8 Applicant Right to Await Favorable FCDL

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated. In the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a substantially lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion.

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.

Applicant also reserves the right to:

- Start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts
- Wait until dates allowed by E-Rate program rules preceding the funding year, or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts
- Wait for FCDL, after July 1, for the strongest assurance of discounts

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 Customer notification to proceed with the order without funding approval or verification in writing from the Customer 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 Customer, 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 Customer,



and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

AT&T Response:

Please see AT&T's Response to Section 2.8 above.

In the event of significant delays, such as due to late FCDL, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations). Labor rates, where applicable, should not increase by more than is justifiable by the Consumer Price Index [CPI].

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.

2.9 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer or its representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is a Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply SLA credits.



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.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to SLAs must be mutually agreed to and are as set out in the Proposed Contract Documents and this 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.

2.10 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be FOB Applicant destination. Estimated taxes and fees should also be quoted (see Appendix: Example Detail of Taxes).

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.

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 today based on the



services requested, but those amounts will be for illustrative purposes only, and subject to change.

Service providers are required to offer E-Rate Applicants their products/services at the Lowest Corresponding Prices [LCP] charged to other similarly situated customers throughout their geographic service area. In the event of a price decrease for a service or a product, the price decrease shall be passed on to the Applicant and suitably documented.

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.

In the case of Category 1 services, increasing bandwidth at a given site or adding additional sites will not arbitrarily extend the term of the contract. In the case of Category 2 services, when allowed by E-Rate rules, contracts should allow for extension of implementation schedule, with reasonable provisions for service substitutions.

AT&T Response:

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.

2.11 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

2.12 Right to Reject; Unit Pricing

The Applicant reserves the right to accept multiple proposals or reject all proposals when in the best interest of the Applicant. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.



Applicant reserves the right to award for some, all, or none of the products and services sought herein so long as the change is not “cardinal” per program rules. If your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

AT&T Response:

AT&T’s Response 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 final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

2.13 Acquisition Policies and Other Applicable Regulations

It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations. Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

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.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the PART 2 - SPECIFIC INFORMATION, or the following non-exhaustive examples:

- State specific regulations:
 - California's Public Contract and Education Codes (<https://leginfo.legislature.ca.gov/>)
 - State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)



- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at:
<https://www.k12.wa.us/policyfunding/child-nutrition/procurement>
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>
- Applicant's local Archdiocese, District, or County Office of Education
- City Purchasing Division
- The State Human Rights Act
- Equal Opportunity Act
- The Prevailing Wage Act
- The Fair Labor Standards Act
- The State Motor Vehicle Code
- The State Use Tax Act
- The Occupational Safety and Health Act
- The Public Construction Bond Act
- The Consumer Product Safety Act

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <https://www.usac.org/e-rate/> for additional information about E-Rate rules.

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.

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.

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.



Without limitation, Vendors *may* be obligated to comply with additional regulations, such as:

- Local construction codes, in the case of cabling projects⁴
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland “Anti-Kickback” Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.

AT&T Response:

Please see AT&T’s Response directly above.

2.14 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁵ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of PART 2 - SPECIFIC INFORMATION. Where appropriate, such as for multi-year Internet contracts, Applicant’s preference is for an “Authorization to Order” type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with high

⁴ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://cadir.secure.force.com/ContractorSearch>

⁵ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.



termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

AT&T Response:

Any renewal option would be exercisable only via mutual written agreement.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation will be considered incorporated by reference into the final contract, unless otherwise stated. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

All terms and conditions relating to order of priority, termination and compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 1.2 (*"Priority of Documents"*), Section 8 (*"Suspension and Termination"*), and Section 10.12 (*"Compliance with Laws"*), respectively, of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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.

Unless otherwise stated, contract provisions include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State procurement regulations, and the E-Rate program rules



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.

Further, 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.

- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is substantially lower than requested

AT&T Response:

Please see AT&T's Response in Section 2.8 above regarding contingent upon E-rate funding.

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.

(d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest

AT&T Response:

Please see AT&T's Response in 2.8 above.

Pursuant to E-Rate and FCC Free Services Advisory rules, the 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.

(e) Optionally proceed with equivalent functionality products as needed (service substitution)

AT&T Response:

AT&T will provide equipment and related services which comply with manufacturer specifications and any mutually agreed standards. For clarification AT&T submits its proposal subject to the default, termination rights and remedies provided in the Proposed Contract Documents.

Unless otherwise specified, Applicant prefers contract term:

- Start on July 1 and end on June 30 of each funding year for recurring services
- Start on July 1 (or earlier to extent allowed by program rules) and end on September 30 following the funding year for Internal Connections
- Allow for voluntary extensions, renewable at discretion of Applicant
- Allow extension of contract expiration date and/or service delivery date as needed for Applicant convenience and allowable by program rules



- Allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services as needed for Applicant convenience and allowable by program rules

AT&T Response:

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 2022 and will not extend past the requested term. 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. 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 or verification of 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 provided but must be given a reasonable amount of time to install the requested services and will not be responsible for delays which result from matters outside its reasonable control. In the event that an E-Rate extension is required, 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. Please see the attached E-Rate Rider for more information.

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.

2.15 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

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.

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 today based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

2.16 Required Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications as appropriate to the products and services offered. Failure to meet the following required Vendor qualifications could justify disqualifying a proposal without further scoring:

- Per E-Rate program rules, Vendor hereby agrees to retain all documents relative to any Agreement resulting from this RFP for ten (10) years after the last date of service

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, specifically, FCC 14-99A1 7th Report and Order Section G.1.262 that extends the document retention period from five to 10 years after the latter of the last day of the applicable funding year, or the service delivery deadline for the funding request.

AT&T 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.

- Vendor must document that it has, or is in the process of obtaining, a valid SLD Service Provider Identification Number [SPIN]



AT&T Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number

AT&T Response:

The Federal Communications Commission Registration Number (“FCCRN”) for AT&T Corp. is 0014066187.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

AT&T Response:

To our knowledge, no current litigation, arbitration, dispute, audit or any other E-rate related proceeding would prevent AT&T Corp. from providing the products and services in compliance with our response to this RFP. AT&T is willing to review any specific questions or concerns regarding AT&T Corp.

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.

Various AT&T entities have been put on “red light” status temporarily, usually over some minor paperwork issue, these instances are quickly resolved, and AT&T doesn’t keep specific records of these instances. AT&T does not expect its green light status to change, unless on account of a temporary administrative issue. If AT&T’s green light status changes on an ongoing basis, AT&T will make reasonable efforts to notify its affected Customers.

- Vendor must be able to provide evidence of Green Light Status

AT&T Response:

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

- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering



AT&T Response:

The District can review (insert AT&T Entity name and Filer ID number) 499 Filer Status via the below website.

<http://apps.fcc.gov/cgb/form499/499a.cfm>

- Vendor must have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

AT&T Response:

(AT&T Corp. and 143001192) is an eligible Telecommunications Services provider as defined by USAC Schools & Libraries Eligible Services mechanism. Evidence of (AT&T Corp.)'s history and most recent Service Provider Annual Certification Form can be found at the following link: <https://slweb.usac.org/Spin/Search>

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

AT&T Response:

All terms and conditions relating to damages and penalties, liquidated or otherwise, 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.

- Additional qualifications may be specified in PART 2 – SPECIFIC INFORMATION

It is also highly recommended that Vendor retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the Vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the Vendor remains fully compliant with SLD/USAC/FCC requirements.



AT&T Response:

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. These individuals are required to follow all Federal E-Rate program rules and requirements when conducting business related to the E-Rate program on behalf of AT&T. Individuals engaged in sales activities must also understand and comply with obligations under state and local procurement laws. 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/>. In addition, there are nine Regional E-rate Subject Matter Specialists who provide E-rate sales and compliance direction to sales representatives and customers. These E-rate specialists attend monthly USAC Service Provider calls and annual USAC training to stay on top of program updates and rules. They also provide ongoing E-rate training and support to sales and sales support staff. Further, there are other AT&T staff members in Compliance, Legal and Regulatory organizations who provide supplemental E-rate guidance as required.

2.17 Preferred Vendor Qualifications

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of preferred Vendor qualifications. Qualifications listed below are illustrative of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal provides evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available
- Proposal provides evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years
- Project staffing includes RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing includes manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent



functionality equipment provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings provide an RCDD to field supervise any installation work on this project.)

AT&T Response:

The AT&T family of companies 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 and non-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

AT&T is uniquely qualified to provide proficient technical service for the system proposed herein. Only manufacturer trained Technicians and Service Consultants perform installation, and maintenance on the system. Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

2.18 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required Vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred Vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and Statement of Work which may be developed by AT&T and the Customer



after contract award. If awarded the business, AT&T will work with the Customer toward negotiation of mutually agreed upon contract terms.

2.19 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

AT&T Response:

AT&T will provide equipment and related services which comply with manufacturer specifications and any mutually agreed standards. For clarification AT&T submits its proposal subject to the default, termination rights and remedies provided in the Proposed Contract Documents.

2.20 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents, including whether mandatory or optional.

2.21 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents, including whether mandatory or optional.



2.22 Insurance

AT&T Clarification:

AT&T can agree to the insurance requirements as indicated by the modifications noted by AT&T.”

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of not less than \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys’ fees incidental to the enforcement of this provision of this contract.

AT&T Response:

All terms and conditions relating to limitation of liability 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.

AT&T does not agree to pay attorneys’ fees, costs or expenses incurred by the Customer in connection with the enforcement of any provision of the contract.

Vendor shall maintain, at all times during the term of the Agreement, Worker's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than \$500,000 per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Evidence of such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

2.23 Representations

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:



- Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. 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 final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by Valor or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by Valor prior to bidding.

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

- Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission

AT&T Response:

The undersigned's is unaware of any conviction, admission, disqualification or debarment that would negatively affect our ability to provide the products and services.



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.

- Pricing meets Lowest Corresponding Price requirement of the E-Rate Program

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.

- No official, employee or agent of Applicant has been employed or retained to solicit or aid in the procuring of this Agreement, nor will they be employed or otherwise benefit from this Agreement without notification to Applicant

AT&T Response:

The undersigned can affirm to the best of the undersigned’s knowledge and belief that this RFP Response was not prepared in collusion with any other person or company engaged in the same line of business or commerce.

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and AT&T and its affiliates have nearly 300,000 employees, and it is impossible for AT&T to determine whether any Customer employee may be related by blood or marriage to an AT&T employee or reside with an AT&T employee. However, the Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

- All of Vendor’s employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years

AT&T Response:

AT&T will comply with all legally required background check requirements and will work with Valor 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 at the District's expense.

If awarded the business AT&T would be glad to review applicable Customer policies and comply to the extent consistent with the agreements signed by the parties, AT&T's obligations under its collective bargaining agreements and other third party requirements, and AT&T's policy requirements.

- Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor

AT&T Response:

Notwithstanding anything to the contrary, all terms and conditions relating to contract integration and reliance shall be as set forth in the Proposed Contract Documents.

2.24 Sales Tax Exemption

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions. Vendor will note "tax-exempt" on proposal to clearly indicate that taxes are not required.

AT&T Response:

All charges are exclusive of applicable federal, state or local taxes, and fees. Tax exemption certificates, valid in the place of delivery, must be presented to AT&T prior to or with an Order to receive exemption status. Unless the Customer provides a tax exemption, AT&T may invoice and the Customer agrees to pay to AT&T amounts equal to any taxes resulting from AT&T's services or any activities in connection therewith, including any and all sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency, exclusive of taxes on AT&T net income. The Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.

Appendix: Example Detail of Taxes⁶

⁶ This is an example; vendors should provide similar details for Applicant local and state areas.



The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

AT&T Response:

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 www.sl.universalservice.org. 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.

For the price(s) quoted herein, AT&T will provide only the items of equipment and 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 documents, and use of terms and phrases, such as "all-inclusive" or "total cost", or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

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.

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 today based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

The eligible California service taxes and fees include (see <https://www.cpuc.ca.gov/industriesand-topics/internet-and-phone/telecommunications-surcharges-and-user-fees>):



- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- Communications Services Tax

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee



E-rate Proposal for Magnolia Public Schools



To:
Tom Wilkerson, Consultant
Magnolia Public Schools
250 East First Street
Los Angeles, CA 90012

From:
Herminia Simpson, AT&T Client Solutions Executive
Hunter 3
1452 Edinger Ave, 2nd Floor
Tustin, CA 92780
Office: 714.599.4681, Wireless: 714.599.4681
Email: herminia.simpson@att.com

Introduction

In response to Magnolia Public Schools's Form 470 bid #220020021, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

Features and Benefits

The solution gives you the following:

- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.

- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.
- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **Service Level Agreements (SLAs)**—offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.corp.att.com/erate.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.



- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.

IT CAN WAIT 

*To learn more about
the problem of
distracted driving and
how to help, visit
www.itcanwait.com.*

Solution Pricing

AT&T Dedicated Internet with Managed Router

Field Market Rate Pricing on a 24- and 36- month agreement for
Locations listed below:

BEN	Site Name	Address	City	State	Zip Code
17003590	Magnolia Public Schools District	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056858	Magnolia Science Academy Carson (MSA-3)	1254 East Helmick Street	Carson	CA	90746
16056859	Magnolia Science Academy Venice (MSA-4)	11330 West Graham Place	Los Angeles	CA	90064
17016161	Magnolia Science Academy Bell (MSA-8)	6411 Orchard Avenue	Bell	CA	90201
16056862	Magnolia Science Academy San Diego (MSA-SD)	6525 Estrella Avenue	San Diego	CA	92120
234483	Magnolia Science Academy (MSA-1) <i>(MPOE is in building: 18220 Sherman Way)</i>	18238 Sherman Way	Reseda	CA	91335
16056860	Magnolia Science Academy Los Lobos (MSA-5) <i>(previously at 18230 Kittridge St., Reseda)</i>	18220 Sherman Way	Reseda	CA	91335
16056863	Magnolia Science Academy Santa Ana (MSA-SA)	2840 W. 1st Street	Santa Ana	CA	92703
16056857	Magnolia Science Academy Valley (MSA-2)	17125 Victory Blvd	Van Nuys	CA	91406
16028804	Magnolia Science Academy Elementary Northridge (MSA-7)	18355 Roscoe Blvd	Northridge	CA	91325
17003776	Magnolia Public Schools Central Office	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056861	Magnolia Science Academy Palms (MSA-6)	1512 Arlington Ave **	Los Angeles	CA	90019

AT&T Dedicated Internet with Managed Router Field Market Rate based on 24- or 36- month agreement with optional 2x 1yr extensions for					
Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	\$217.70	100 Mbps	\$440.00	\$657.70	\$0.00
150 Mbps	\$275.10	150 Mbps	\$440.00	\$715.10	\$0.00
250 Mbps	\$313.60	250 Mbps	\$560.00	\$873.60	\$0.00
500 Mbps	\$605.50	500 Mbps	\$600.00	\$1,205.50	\$0.00
500 Mbps	\$605.50	1 Gbps	\$600.00	\$1,205.50	\$0.00
1 Gbps	\$786.80	1 Gbps	\$600.00	\$1,386.80	\$0.00
2 GBPS	\$1,718.64	10 Gbps	\$1,100.00	\$2,818.64	\$0.00
5 GBPS	\$2,455.30	10 Gbps	\$1,100.00	\$3,555.30	\$0.00

Note: MRC = monthly recurring charge and NRC = non-recurring charge

**** Growth Options ****
based on Field Market Rates Pricing

Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	\$217.70	100 Mbps	\$440.00	\$657.70	\$0.00
150 Mbps	\$275.10	150 Mbps	\$440.00	\$715.10	\$0.00
250 Mbps	\$313.60	250 Mbps	\$560.00	\$873.60	\$0.00
500 Mbps	\$605.50	500 Mbps	\$600.00	\$1,205.50	\$0.00
500 Mbps	\$605.50	1 Gbps	\$600.00	\$1,205.50	\$0.00
1 Gbps	\$786.80	1 Gbps	\$600.00	\$1,386.80	\$0.00
2 GBPS	\$1,718.64	10 Gbps	\$1,100.00	\$2,818.64	\$0.00
5 GBPS	\$2,455.30	10 Gbps	\$1,100.00	\$3,555.30	\$0.00

AT&T Dedicated Internet with Managed Router

CALNET Pricing on a month-to-month agreement for Locations listed below:

BEN	Site Name	Address	City	State	Zip Code
17003590	Magnolia Public Schools District	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056858	Magnolia Science Academy Carson (MSA-3)	1254 East Helmick Street	Carson	CA	90746
16056859	Magnolia Science Academy Venice (MSA-4)	11330 West Graham Place	Los Angeles	CA	90064
17016161	Magnolia Science Academy Bell (MSA-8)	6411 Orchard Avenue	Bell	CA	90201
16056862	Magnolia Science Academy San Diego (MSA-SD)	6525 Estrella Avenue	San Diego	CA	92120
234483	Magnolia Science Academy (MSA-1) <i>(MPOE is in building: 18220 Sherman Way)</i>	18238 Sherman Way	Reseda	CA	91335
16056860	Magnolia Science Academy Los Lobos (MSA-5) <i>(previously at 18230 Kittridge St., Reseda)</i>	18220 Sherman Way	Reseda	CA	91335
16056863	Magnolia Science Academy Santa Ana (MSA-SA)	2840 W. 1st Street	Santa Ana	CA	92703
16056857	Magnolia Science Academy Valley (MSA-2)	17125 Victory Blvd	Van Nuys	CA	91406
16028804	Magnolia Science Academy Elementary Northridge (MSA-7)	18355 Roscoe Blvd	Northridge	CA	91325
17003776	Magnolia Public Schools Central Office	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056861	Magnolia Science Academy Palms (MSA-6)	1512 Arlington Ave **	Los Angeles	CA	90019

AT&T Dedicated Internet with Managed Router CALNET Pricing month to month					
Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	\$223.14	100 Mbps	\$611.41	\$834.55	\$0.00
150 Mbps	\$281.98	150 Mbps	\$643.19	\$925.17	\$0.00
250 Mbps	\$321.44	250 Mbps	\$720.06	\$1,041.50	\$0.00
500 Mbps	\$620.64	500 Mbps	\$910.20	\$1,530.84	\$0.00
500 Mbps	\$620.64	1 Gbps	\$1,102.39	\$1,723.03	\$0.00
1 Gbps	\$806.47	1 Gbps	\$1,102.39	\$1,908.86	\$0.00
2 GBPS	\$1,321.20	10 Gbps	\$1,332.50	\$2,653.70	\$0.00
5 GBPS	\$2,642.52	10 Gbps	\$1,332.50	\$3,975.02	\$0.00
<i>Note: MRC = monthly recurring charge and NRC = non-recurring charge</i>					

**** Growth Options ****
Based on CALNET Month-to-Month Pricing

Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	\$223.14	100 Mbps	\$611.41	\$834.55	\$0.00
150 Mbps	\$281.98	150 Mbps	\$643.19	\$925.17	\$0.00
250 Mbps	\$321.44	250 Mbps	\$720.06	\$1,041.50	\$0.00
500 Mbps	\$620.64	500 Mbps	\$910.20	\$1,530.84	\$0.00
500 Mbps	\$620.64	1 Gbps	\$1,102.39	\$1,723.03	\$0.00
1 Gbps	\$806.47	1 Gbps	\$1,102.39	\$1,908.86	\$0.00
2 GBPS	\$1,321.20	10 Gbps	\$1,332.50	\$2,653.70	\$0.00
5 GBPS	\$2,642.52	10 Gbps	\$1,332.50	\$3,975.02	\$0.00

- For fiber services 150+ Mbps, must indicate Interface type needed Single Mode Fiber (SMF) or Multi Mode Fiber (MMF)
- Service is proactively managed and monitored 24x7x365
- The customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.
- Pricing includes installation of service to MPOE only (customer responsible for Inside Wiring)
- Service Includes 15 Primary & 15 Secondary DNS at no additional cost
- Pricing does not include taxes/surcharges
- **** All addresses have been vetted as No Additional Construction costs if any is needed, apart from 1512 Arlington Ave, Los Angeles CA 90019. [Special Construction review has not competed as of 3/14/2022 for 1512 Arlington Ave, Los Angeles CA 90019.](#) Any charges associated with site....will be communicated as soon as possible.**

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	143001192

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.

Optional Services

AT&T is presenting this additional product information to alert you to other important services that can be very useful to Magnolia Public Schools's educational goals and overall security concerns. These services are optional and are not contingent on the purchase of any E-rate eligible services from AT&T.

PLEASE NOTE: AT&T is not making any determinations, representations, or warranties regarding the E-rate eligibility of these additional products and services. The eligibility of these products and services for E-rate funding is solely determined by USAC and/or the FCC based on the applicants E-rate discount request. Among the products and services are

- **Wireline/wireless voice services and mobile data¹ plans** that can help your district employees stay connected. AT&T ranked best 5G network and best network overall in Global Wireless Solutions' (GWS) OneScore survey for 2021. Check the coverage in your area at www.att.com/maps/wireless-coverage.
- **FirstNet** wireless services are designed to improve public safety communications, coordination, and response times, leading to safer and more secure communities. This can be crucial during times of crisis. For more information, visit www.firstnet.com.
- **AT&T Cybersecurity** can help protect your network from constantly evolving threats. Our cybersecurity professionals have helped schools and districts with limited IT resources get the security features they need at a price that meets their budget. To learn more about our security services portfolio, visit cybersecurity.att.com or call 650.713.3333.

For further information on our solutions and pricing, contact your AT&T sales representative Herminia Simpson at Email: herminia.simpson@att.com.

Important Information

For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.

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

¹ Mobile Data plans may be eligible for E-rate program support only in instances when the School or Library seeking support demonstrates to the USAC that they are the most cost-effective option for providing internet access based on an Applicant's request for E-rate discounts. AT&T makes no determinations, representations, or warranties regarding such eligibility.

E-rate Proposal for Magnolia Public Schools



providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

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 Schools and Libraries Division (“SLD”) of 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 SLD 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 SLD'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/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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REQUEST FOR PROPOSALS

Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

For the Vendor:*Herminia M Simpson*

Signature

*****ALL INFORMATION IS PROVIDED TO THE EXTENT OF THE UNDERSIGNED'S
KNOWLEDGE AND BELIEF*****Herminia Simpson, Client Solutions Executive 3AT&T Corp.

Printed Name and Title

Vendor Name

03/14/2022143001192

Date

SPIN

Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. 1
Internet Services/Category 1.

(for clarity, please provide name of section as well)



For the Applicant:

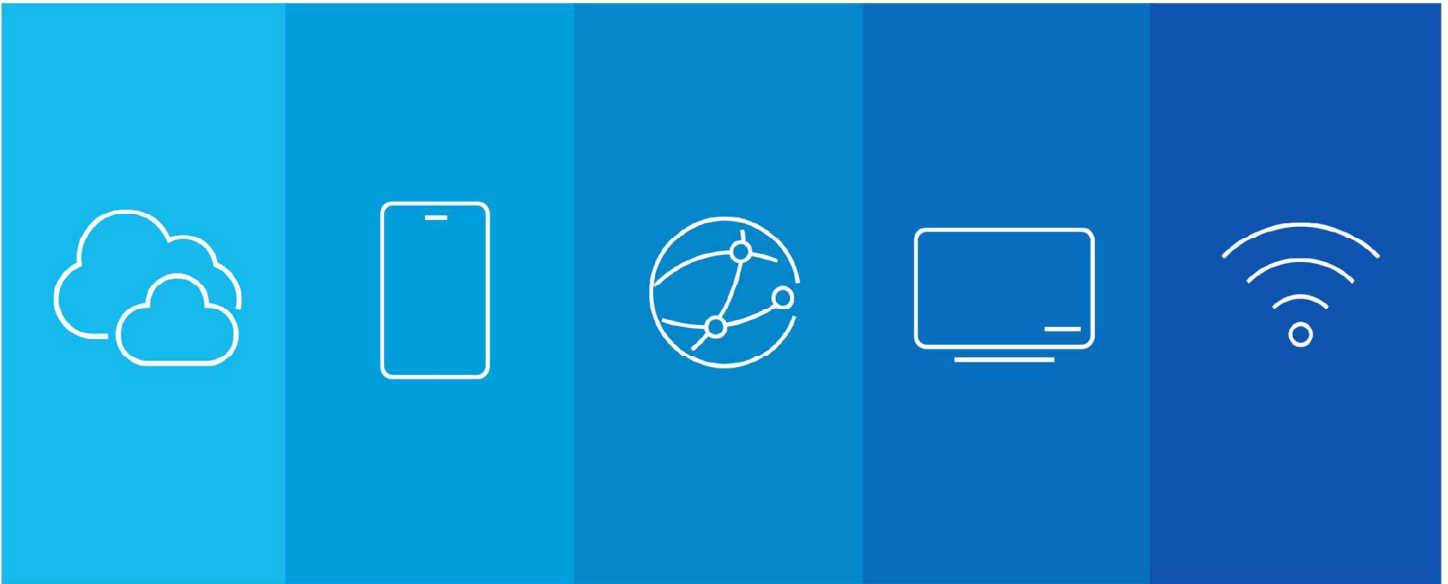
If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.

<i>Herminia M Simpson</i>	03/14/2022
Signature	Date
Name	Title
Herminia Simpson	Client Solutions Executive 3





AT&T Response to Magnolia Public Schools' RFP for Dedicated Internet Services





Connecting Your World

AT&T Response to Magnolia Public Schools' RFP for Dedicated Internet Services

March 14, 2022

Herminia Simpson
AT&T
Client Solutions Executive 3
1452 Edinger Ave, Shared
Tustin, CA 92780, United States
Phone: +1 714.599.4681
herminia.simpson@att.com



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.

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 Schools and Libraries Division ("SLD") of 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 SLD 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 SLD'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/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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Notwithstanding anything contained in this Request For Proposal (“RFP”) to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates (“AT&T”) hereby submits this RFP response (the “Response”) subject to the provisions hereof and the terms and conditions contained in the attached Unified Agreement (the “Unified Agreement”), between AT&T and Magnolia Public Schools (“Customer”), along with E-rate Rider, applicable Pricing Schedule(s), and any transaction-specific documents to be entered into between the parties (collectively, the “Proposed Contract Documents”) and not pursuant to the terms and conditions contained within or referenced to in this RFP document. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the “Contract”).

The terms and conditions contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

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. Magnolia Public Schools as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

In the event that AT&T is chosen as Magnolia Public Schools’ vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with Magnolia Public Schools that includes certain of Customer’s terms and conditions incorporated into the Proposed Contract Documents.

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 this will be a successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and Customer will need to reach mutual agreement on AT&T’s participation.



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 Schools and Libraries Division (“SLD”) of 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 SLD 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 SLD'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/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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RFP Response

REQUEST FOR PROPOSALS

E-Rate Eligible Category 1 Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

Submit **QUESTIONS** about this RFP or associated Form 470 by email to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP), the
deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date
shown on the associated Form 470.

Submit **PROPOSALS**, including Signature Page and Pricing Form by email¹ to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **PROPOSALS** is **12pm PST,**
28 calendar days from the Certified Date
shown on the associated Form 470.

¹ In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.



PART 2 – SPECIFIC INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>): **Requests for Proposal**

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470. **Thus, a formal response to each paragraph of this RFP is neither required nor desired.**

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)



If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to order of priority shall be as set out in the Proposed Contract Documents.

All terms and conditions relating to order of priority shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 1.2 (“Priority of Documents”) of the Unified Agreement and all subsections thereto.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

AT&T Response:

AT&T has read and understands.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava, CEO and Superintendent
Applicant Implementation Contact	Rasul Monoshev, IT Director
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

AT&T Response:

AT&T has read and understands.



General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a “charter district.”

AT&T Response:

AT&T has read and understands.

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter:

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda o MSA-5 Los Lobos (co-located with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

AT&T Response:

AT&T has read and understands.



Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
2	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
3	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
4	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
5	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	Magnolia Science Academy Los Lobos (MSA-5) 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda)	16056860
7	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804



#	Site Name Address	BEN
10	Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	Magnolia Science Academy Palms (MSA-6) 1512 Arlington Ave Los Angeles, CA 90019	16056861

AT&T Response:

AT&T has read and understands.

B. Products And Services Sought

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? Yes
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? Yes
3. Does responsibility for maintaining the equipment rest with the service provider? Yes
4. Will ownership of the equipment transfer to the school or library in the future? No
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? No



6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? No
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? Yes
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? No

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/erate/applicant-process/before-you-begin/eligible-services-overview/>

B.1 Category 1, Direct Internet Access

Direct Internet Access			
Project Overview: DIA for several sites: 1 Gbps for Palms 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 1 Gbps Month-to-Month Service (transition period if needed)	<u>Preferred:</u> Multimode fiber (optical) 50 micron	<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 Magnolia Science Academy Elementary 7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325	<u>Preferred:</u> Multimode fiber (optical) 50 micron	<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable



Direct Internet Access			
5 Gbps for each school			
Month-to-Month Service (transition period if needed)			
Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703		<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable
10 Gbps	<u>Preferred:</u> Multimode fiber (optical) 50 micron		
Month-to-Month Service (transition period if needed)			
Direct Internet Access			
Project Overview: DIA for several sites: 1 Gbps for Palms 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana			
Recipient of Service	Handoff	CPE	Static Public IP Addresses
Service Address			
FY2022 Bandwidth			
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019		<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable
Minimum 1 Gbps Preferred 1 Gbps Scalable Up to 5 Gbps	<u>Preferred:</u> Multimode fiber (optical) 50 micron		
Preferred Contract Term (36 months)			
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406		<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable
Magnolia Science Academy Elementary7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325	<u>Preferred:</u> Multimode fiber (optical) 50 micron		
Magnolia Public Schools Central Office			



Direct Internet Access			
250 East 1st Street, Suite 1500 Los Angeles, CA 90012 <i>Starting 1/1/2023</i>			
Minimum 5 Gbps for each school Preferred 5 Gbps for each school Scalable Up to 10 Gbps for each school			
Preferred Contract Term (36 months)			
Direct Internet Access			
Project Overview: DIA for several sites: 1 Gbps for Palms 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building) <i>Starting 3/11/2023</i>			
Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703	<u>Preferred:</u> Multimode fiber (optical) 50 micron	<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable
Minimum 10 Gbps for each school Preferred 10 Gbps			
Preferred Contract Term (36 months)			

AT&T Response:
AT&T has read and understands.


Other Specifications:

- Bid should include handoff to be provided
- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and 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 documents, and use of terms and phrases, such as “all-inclusive” or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

AT&T’s identification of certain services as “eligible” or “non-eligible” for 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 SLD section of the USAC website www.sl.universalservice.org. 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.

- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment

AT&T Response:

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 www.sl.universalservice.org. 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.



- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)

AT&T Response:

For AT&T Dedicated Internet (ADI), AT&T is a Tier 1 internet service provider (ISP) in the U.S.

This is based on the common definition of a Tier 1 network as one that can reach every other network on the internet without purchasing IP transit or paying settlements. However, no authority defines tiers of networks participating in the internet. Also, this definition of Tier 1 isn't applicable outside the U.S. because it's inconsistent from region to region or from country to country.

In addition to being a Tier 1 ISP, we provide a high-performance 1Tbps network. It features an internet protocol (IP) backbone that uses Dense Wavelength Division Multiplexing (DWDM) facilities in a ring configuration. This architecture provides full redundancy and delivers reliability, quality, and speed.

- Symmetrical bandwidth preferred

AT&T Response:

AT&T Dedicated Internet is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

- Network availability $\geq 99.99\%$ preferred

AT&T Response:

Our performance objective for AT&T Dedicated Internet (ADI) site availability is 100%.

We stand behind this objective with a service level agreement (SLA) that offers eligibility for credits in case of an outage. More details are available in the ADI Business Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/MIS.

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.

- No early termination fees preferred

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, 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.

- Burstable Bandwidth = No
- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding

AT&T Response:

AT&T will be providing the products and services proposed hereunder pursuant to the terms and conditions set forth in this Response and those contained in the Proposed Contract Documents. AT&T has configured the system with capacity based on the RFP requirements. While we think our recommended configuration will meet the Customer’s needs for reasonable growth, we cannot guarantee it will meet unspecified future growth needs or guarantee compliance with unknown future operational requirements. 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. 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 selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions, including a mutually agreeable “growth” clause.

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate so in spreadsheet in separate



rows or by adding additional tabs or by submitting separate Pricing Forms per site

- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and Statement of Work which may be developed by AT&T and the Customer after contract award. If awarded the business, AT&T will work with the Customer toward negotiation of mutually agreed upon contract terms.

AT&T will hold the prices quoted for a period of 90 days and will endeavor to extend this period to the length of time as requested by this document.

During the contract term, prices and discounts specifically set forth in the Pricing Schedule shall be stabilized for the Pricing Schedule Term, unless the Pricing Schedule states otherwise. Prices and discounts set forth in AT&T's Service Publications and not in the Pricing Schedule are not stabilized. Notwithstanding the foregoing, prices under the agreement do not include taxes, surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges), and such taxes and similar charges are not stabilized.

- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of following, with preference of up to 30 days prior to allow for testing.²

07/01/22 start date for Palms, Valley, Northridge, Santa Ana

01/01/23 start date for Central Office

03/11/23 start date for MSA-1 in Reseda

² Applicant understands that overlapping service is "redundant" and not eligible for E-Rate discounts.



Please include commitment date for activation in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

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.

- Contract preference: To coincide with E-Rate funding year closure, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated otherwise, the preferred contract term is:
 - Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
 - Two (2) 1-year optional renewals after initial term

AT&T Response:

AT&T is offering a 3-year term. Any renewal or extension options would be exercisable only via mutual written consent.

AT&T's Response:

AT&T is offering a 3-year term with 2x optional one-year extensions exercisable solely by Customer. Any additional extensions and/or renewal options would be exercisable only via mutual written consent.

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.

- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**



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. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at : <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>



C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk-Through information follows. **ONLY** checked items () apply.

A Vendor Conference Call will NOT be held. Please do not request a special appointment. A Vendor Walk Through will NOT be held. Please do not request a special appointment.

A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last-minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is optional. Attendance is mandatory.³

A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

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.

Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last-minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is optional. Attendance is mandatory.⁴

³ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

⁴ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.



Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, nonattendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form



- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

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.

Criterion	Weight
Cost of eligible products and services ⁵ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁶	24%
Low cost of <i>ineligible</i> products and services ⁵ during <i>initial</i> contract term	15%
Projected implementation timeline based on prior performance ⁶	15%
Vendor qualifications ⁷	6%
Contract terms and conditions ⁸	5%
Extent to which a single-provider, turnkey solution is provided ⁹	5%

⁵ Such as Early Termination Fees.

⁶ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

⁷ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

⁸ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing will generally be scored higher. Option for renewal terms is a plus. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

⁹ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.



Criterion	Weight
Quality of proposal document(s) ¹⁰	5%
Total	100.00%

AT&T Response:

AT&T will endeavor to meet all mutually agreed implementation and completion dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the Customer and/or any contractor or subcontractor employed by the Customer, manufacturer (to include equipment which may be on “back order”) or network delays, or for problems resulting from construction delays or other causes beyond the reasonable control of AT&T. Any completion dates and penalty provisions must be mutually agreed as part of the final contract document negotiations.

E. OTHER SPECIFICS

No additional specifications are available.

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and 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 documents, and use of terms and phrases, such as “turnkey” does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

5 This criterion is required and must be the most heavily weighted, per E-Rate program rules.

6 In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handoff) and services. Solutions that emphasize student data security are strongly preferred.

¹⁰ The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.



AT&T Response:

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

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.



REQUEST FOR PROPOSALS
Proposal Signature Page


Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

For the Vendor:

Herminia M Simpson

Signature

*****ALL INFORMATION IS PROVIDED TO THE EXTENT OF THE UNDERSIGNED'S
 KNOWLEDGE AND BELIEF*****

Herminia Simpson, Client Solutions Executive 3

AT&T Corp.

Printed Name and Title

Vendor Name

03/14/2022

143001192

Date

SPIN

Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. 1
Internet Services/Category 1.

(for clarity, please provide name of section as well)



For the Applicant:

If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.

<i>Herminia M Simpson</i>	03/14/2022
Signature	Date
Name	Title
Herminia Simpson	Client Solutions Executive 3



Amendment

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

AMENDMENT DATED 02/16/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	220020021 (Nickname: mps_y25_470_c1)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Deadlines

This amendment clarifies that based on the certification date of 02/14/2022 for Form 470 #220020021, and unless updated further:

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.



- The deadline for submission of **QUESTIONS** about this RFP is 12 pm (Pacific) on 03/06/2022
- The deadline for submission of **PROPOSALS** in response to this RFP is 12 pm (Pacific) on 03/14/2022

Required Pricing Form

Proposal disqualification factors include failure to submit the required Pricing Form for new services.

Answers to Questions

A separate RFP Amendment will be issued with answers to questions submitted by the deadline. The "Answers to Questions" RFP Amendment will be posted within 5 days of the deadline for submission of questions.



RECEIVED

BIDS

CATEGORY 2



Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

For the Vendor:

Signature

Ken Hagopian CEO Digital Synergy Consulting, Inc.

Printed Name and Title Vendor Name

3/11/2022 143036385

Date SPIN Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.1, 2
Category 2, Internal Connections - Cabling

(for clarity, please provide name of section as well)
Category 2, Internal Connections - Network Components (excluding firewalls)

For the Applicant:
If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

From: Eileen Miller emiller@learningtech.org 
Subject: Re: !URGENT - MAGNOLIA PUBLIC SCHOOLS - 470# 220007873
Date: March 10, 2022 at 7:17 PM
To: Ken Hagopian Ken@dsc.la
Cc: Tom Wilkerson twilkers@learningtech.org, erate.mps erate.mps@learningtech.org

EM

That will help.
Thanks so much.

Eileen Miller
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CRN: 16043681
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FY2022 Window: 1/12/22 - 3/22/22



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9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools

Date
Quote #

3/14/2022
M2047DG

BMIC

Included Services: Remote Service Only

1st Year Software updates for entitled devices (other than Call Manager, Video Surveillance, or Windows servers, GigaKOM Remote Access Devices is included, 24x7 monitoring, alerting, and network statistics (when available) for all devices, Scheduled backups of running configurations (non-servers only).
This is a recurring services contract, valid for one year from the start date of execution. If this is an ERATE contract, the START date is JULY 1 and the end date is JUNE 30 of the following year.

This support contract covers the following service and item counts:

Device Count **Description**

9 Listed number of network switches
32 Listed number of Wireless Access points and Controllers

GigaKOM will replace any parts on listed items that are identified, by the manufacturer, as field replaceable. The cost of such parts may be within your current hardware warranty. Parts costs are NOT included in this support agreement.

THIS QUOTE IS NOT A REPLACEMENT FOR A MANUFACTURER SUPPORT AGREEMENT

This quote is an ESTIMATE ONLY. Accurate hardware counts may change after the remote assessment is complete. It should be noted that this agreement is for support only. Items found to be non-functional or substantially out of operational compliance will be excluded from all support until they are first brought INTO compliance. Such work is outside the scope of this quote.
This support agreement does not include application software support, operating system support other than Windows (if listed), or telecommunications carrier integration unless listed. Such items MAY be added to the contract after the initial assessment. The client is encouraged to maintain ALL software, hardware, and cloud services support/license agreements. GigaKOM's support is NOT a replacement for such services.

Total First Year		\$ 3,566.40
2nd Year	See above for Description of Service	
Total Second Year		\$ 2,066.40
3rd Year	See above for Description of Service	
Total Third Year		\$ 2,066.40
Grand Total ALL Years		\$ 7,699.20

THANK YOU

For any questions or inquiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools

Date
Quote #

3/14/2022
M2047DG

MSA-SA

Description of services: The following tasks are to be performed.

Scope of Work

- #01 This quote is for 5 (five) 12 strand, OM3, Multi Mode indoor/outdoor rated fiber optic cables for MSA-SA school. Existing cable will be pulled out and new fiber cable will be ran via existing pathway/conduit. (10) multi mode patch cables are provided, 6 rack mounted LIU Fiber panels ,LC connectors and LC duplex adapters. This estimate is based on clinets request and without maps or site walks. This facility will needto be inspected prior to start of work and this estimate re-evaluated if needed.
- #02 "All prices quoted are valid for 7 business days and may be subject to revision due to manufacturer pricing changes that are out of our control. Due to current market conditions, we are experiencing higher than normal fluctuations in pricing and extended lead times. GigaKOM continues to work with our manufacturer/distribution partners to ensure we are delivering the best products, services and pricing to our customers."
- #03 GIGAKOM STANDARD TERMS AND CONDITIONS APPLY
- #04 Unless listed explicitly included in the associated GigaKOM quote, the following items are hereby excluded in the proposed work: trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.
- #05 This cabling DOES NOT include IDF cabinet/Rack
- #06 GigaKOM, as a standard business practice, recommends a project contingency amount of \$1,998.13 this amount is NOT included in the price on this quote.
- #07 Pricing is based on regular-hours access (7:00am to 4:00pm weekdays) unless listed. Any shift changes (weekend/holiday) requirements will be subject to an uplift charge.
- #08 Due to the uncertainties, GigaKOM may or may not use subcontractor for this work. If used, district will be notified of the subcontractor name before execution and all subcontractors will be DIR registered

Grand Total	\$ 13,320.84
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THANK YOU

For any questions or inuiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools

Date
Quote #

3/14/2022
M2047DG

MSA-1

Description of services: The following tasks are to be performed.

SCOPE OF WORK MSA-1:

- #01 This quote is for (22) CAT6 indoor rated cabling drops up to 300 feet for the purpose of connecting outdoor WAPs. (22) Jacks, Patch Cables and (2) Patch Panel are included. This estimate is based on clinets request and without maps or site walks. This facility will needto be inspected prior to start of work and this estimate re-evaluated if needed.
- #02 "All prices quoted are valid for 7 business days and may be subject to revision due to manufacturer pricing changes that are out of our control. Due to current market conditions, we are experiencing higher than normal fluctuations in pricing and extended lead times. GigaKOM continues to work with our manufacturer/distribution partners to ensure we are delivering the best products, services and pricing to our customers."
- #03 GIGAKOM STANDARD TERMS AND CONDITIONS APPLY
- #04 Unless listed explicitly included in the associated GigaKOM quote, the following items are hereby excluded in the proposed work: trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.
- #05 This cabling DOES NOT include IDF cabinet/Rack
- #06 GigaKOM, as a standard business practice, recommends a project contingency amount of \$1,257.78 this amount is NOT included in the price on this quote.
- #07 Pricing is based on regular-hours access (7:00am to 4:00pm weekdays) unless listed. Any shift changes (weekend/holiday) requirements will be subject to an uplift charge.
- #08 Due to the uncertainties, GigaKOM may or may not use subcontractor for this work. If used, district will be notified of the subcontractor name before execution and all subcontractors will be DIR registered

Grand Total	\$ 8,385.18
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THANK YOU

For any questions or inuiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools

Date
Quote #

3/14/2022
M2047DG

MSA-2

Description of services: The following tasks are to be performed.

SCOPE OF WORK MSA-2:

- #01 This quote is for (2) CAT6 indoor rated cabling drops up to 400 feet for the purpose of connecting outdoor WAPs. (2) Jacks, Patch Cables and (1) Patch Panel are included. This estimate is based on clinets request and without maps or site walks. This facility will needto be inspected prior to start of work and this estimate re-evaluated if needed.
- #02 "All prices quoted are valid for 7 business days and may be subject to revision due to manufacturer pricing changes that are out of our control. Due to current market conditions, we are experiencing higher than normal fluctuations in pricing and extended lead times. GigaKOM continues to work with our manufacturer/distribution partners to ensure we are delivering the best products, services and pricing to our customers."
- #03 GIGAKOM STANDARD TERMS AND CONDITIONS APPLY
- #04 Unless listed explicitly included in the associated GigaKOM quote, the following items are hereby excluded in the proposed work: trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.
- #05 This cabling DOES NOT include IDF cabinet/Rack
- #06 GigaKOM, as a standard business practice, recommends a project contingency amount of \$122.67 this amount is NOT included in the price on this quote.
- #07 Pricing is based on regular-hours access (7:00am to 4:00pm weekdays) unless listed. Any shift changes (weekend/holiday) requirements will be subject to an uplift charge.
- #08 Due to the uncertainties, GigaKOM may or may not use subcontractor for this work. If used, district will be notified of the subcontractor name before execution and all subcontractors will be DIR registered

Grand Total	\$ 817.81
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THANK YOU

For any questions or inuiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com



9245 Activity Road, Ste 105
San Diego, CA 92126

Customer

Magnolia Public Schools

QUOTE

Date

3/14/2022

Quote #

E2022 - M2047DG -
Network
equipment-Cabling-
BMIC

School Site	Product SKU #	Mftr	Product Description	Qty	Price	Extended	Tax Amount	Total
Magnolia Public Schools	J9150A-ENC	ENET	10GBASE-SR SFP+ 850nm 300m DOM Multi Mode Duplex LC	32	\$ 45.90	\$ 1,468.80	\$ 139.54	\$ 1,608.34
Magnolia Public Schools	JL675A	Aruba	Aruba 6100-48G Class4 PoE 4SFP+ 370W Switch	9	\$ 2,632.09	\$ 23,688.81	\$ 2,250.44	\$ 25,939.25
Magnolia Public Schools	JZ337A	Aruba	Aruba AP-535 (US) Dual Radio 4x4-4 802.11ax Internal Antennas Unified Campus AP	30	\$ 915.63	\$ 27,468.90	\$ 2,609.55	\$ 30,078.45
Magnolia Public Schools	Q9570A	Aruba	AP-MNT-MP10-C Campus AP mount bracket kit (10-pack) type C: suspended ceiling rail, profile 9/16	3	\$ 108.50	\$ 325.50	\$ 30.92	\$ 356.42
Magnolia Public Schools	JZ183A	Aruba	Aruba AP-377 (US) 802.11n/ac Dual 2x2/2/4x4:4 Radio Integrated Directional Antenna Outdoor AP	2	\$ 1,219.96	\$ 2,439.92	\$ 231.79	\$ 2,671.71
Magnolia Public Schools	JW054A	Aruba	AP-270-MNT-H1 AP-270 Series Outdoor AP Hanging or Tilt Install Mount Kit	2	\$ 71.81	\$ 143.62	\$ 13.64	\$ 157.26
Magnolia Public Schools	Q9Y70AAE	Aruba	Aruba Central 25xx/6100/8 to 12 port Switch Foundation 5 year Subscription E-STU	9	\$ 452.06	\$ 4,068.54	-	\$ 4,068.54
Magnolia Public Schools	Q9Y60AAE	Aruba	Aruba Central AP Foundation 5 year Subscription E-STU This quote includes installation and initial configuration of the following: (9) 48 Port Switch(es) (30) Interior Access Point(s) installed up to 12' in height (2) Exterior Access Point(s) installed up to 12' in height	32	\$ 268.58	\$ 8,594.56	-	\$ 8,594.56
Magnolia Public Schools	Installation & Configuration	GigakOM		1	\$ 2,816.60	\$ 2,816.60	-	\$ 2,816.60
Magnolia Public Schools	Cabling	GigakOM	Please see "MSA-SA Pricing Sheet" for Description of Services	1	\$ 13,320.84	\$ 13,320.84	-	\$ 13,320.84
Magnolia Public Schools	Cabling	GigakOM	Please see "MSA-1 Pricing Sheet" for Description of Services	1	\$ 8,385.18	\$ 8,385.18	-	\$ 8,385.18
Magnolia Public Schools	Cabling	GigakOM	Please see "MSA-2 Pricing Sheet" for Description of Services	1	\$ 817.81	\$ 817.81	-	\$ 817.81
Grand Total						\$93,539.08	\$5,275.88	\$98,814.96

THANK YOU

For any questions or inquiries regarding this quote, please contact
AbdellMontes, 213-289-3061, abdellmontes@gigakom.com



GIGAKOM PROPOSAL for

Magnolia Public Schools 470 # 220007873

E-Rate 2022 – 7/1/2022 to 6/30/2023

SPIN # 143027209
FCC # 0011991395
Certified Small Business Micro # 40936
DIR Registration # 1000003984
Contractor License # 910431
CPUC # U-1202-C
FEIN: 50-0026417

Date: 03/14/2022

GigaKOM respectfully requests that the information in this proposal not be used or disclosed, in full or part, for any purpose other than that for which it was originally furnished without prior written permission of GigaKOM.



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1. Cover Letter

September 24, 2021

Tom Wilkerson
Magnolia Public Schools
751 Laurel St #411
San Carlos, CA 94070

Dear Tom Wilkerson,

GigaKOM thanks you for the opportunity to present our Category 2 E-rate proposal. We have carefully constructed a complete technical solution that will serve your District for many years to come.

GigaKOM is a full-service *Information Technology Solutions Provider*, as we specialize in full cycle IT Solutions. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services. Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM is your strategic partner and trusted advisor. We will engage with you to create and execute your strategic goals.

GigaKOM's engineers hold the highest level of certifications and training with multiple manufacturers including Cisco, HPE, Aruba, Ruckus, Extreme, Microsoft, and VMWare among many others.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services. We have completed projects from a single-server upgrade to the design and installation of complete data centers.

Thank you for your consideration and the opportunity to partner with you on this E-rate Category 2 Project.

Abdiel Montes

P 213-289-3061
F 858-565-2453
abdielmontes@gigakom.com

GigaKOM
9245 Activity Road
Suite 105
San Diego, CA 92126
www.gigakom.com



2 **GigaKOM Contacts**

The GigaKOM contacts for this proposal are:

Contacts:

Abdiel Montes
Account Manager
Phone: (213) 289-3061
Fax: (858) 565-2453
abdielmontes@gigakom.com

Greg Argendeli
VP Engineering Services
Phone: (858) 769-5403
Fax: (858) 565-2443
arg@gigakom.com

Personal Assigned to this project as leads:

- Dragan Ilic: Sr. Network Engineer, CCIE, HPE Aruba Certified, Extreme certified
- Sasha Krstic, Field Services Manager, Aruba, Extreme certified

Office Locations

- HQ/San Diego
9245 Activity Road, Suite 105
San Diego, CA 92126
- Los Angeles
9107 Wilshire Blvd. Suite 450
Beverly Hills, CA 90210
- Northern California
3511 Thomas Road, Suite 9
Santa Clara, CA 95054
- Bay Area
1600 Harbor Bay Parkway, Ste 100
Alameda, CA 94502
- Central California
4450 California Ave, Suite 192
Bakersfield, CA 93309
- Fresno
1713 Tulare St
Fresno, CA 93721



3 Introduction – Description of Firm

This proposal is for GigaKOM to assist School with Category 2 Internal Connections for E-Rate Eligible Network and Telecommunications Systems.

GigaKOM is a full service *Information Technology Solutions Provider* incorporated in 2003. We specialize in Technology for Education. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has delivered solutions ranging from desktops, mobile devices, and classroom technology to complete networks and data centers including virtualization. Our solutions ensure access to the vast array of technology resources that are available to improve your District's efficiency and learning experience. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE / Aruba, Extreme, Ruckus, Microsoft, VMWare, Cambium and many more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services.

GigaKOM is an established vendor that has been providing E-RATE and non-E-RATE services throughout California, utilizing employees that have been in the program since year one (including a former California Certified E-RATE Trainer). We have completed a wide array projects ranging from a single-server upgrade to the design and installation of complete school data centers.





4 Experience and Qualifications

GigaKOM is a full service *Information Technology Solutions Provider*. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has created solutions ranging from desktops to complete networks that ensure access to the vast array of technology resources that are available to improve your business efficiency. In order to achieve these successes, GigaKOM's engineers hold the highest level of certification.

GigaKOM has completed multiple enterprise level implementations in all the areas below, as well as technologies not listed. Please see References section for a sample of projects completed.

Systems Integration:

GigaKOM provides professional computer solutions and services to improve the client's technological capabilities.

Infrastructure design and installation, Integration services, and Implementation management are mission-critical to any technology project. GigaKOM integrates these services to provide a single source for all computing needs. Below are samples of the ways that GigaKOM can assist our education clients.

Local and Wide Area Network (LAN/WAN) Design & Implementation Services:

GigaKOM helps organizations design, install, and maintain enterprise-wide systems for voice, video, and data communications. Utilizing industry superior technology along with certified engineers and project managers, GigaKOM works with organizations to ensure stable, robust, and expandable solutions for our client's needs. Network documentation and infrastructure testing capabilities are an integral part of the LAN/WAN services.

Security Services:

GigaKOM provides clients with the programs and tools necessary to ensure network security at all levels. GigaKOM analyzes, recommends, and installs security systems in addition to assisting clients with establishing policies and procedures to provide the highest level of technology security available. GigaKOM provides an array of security provisions: physical security, desktop provisions, virus protection software, firewalls, intrusion detection systems, and internet filtering capabilities.

Hardware and Software Services:

GigaKOM, through its experience and partnerships, offers a high level of expertise in product selection, purchasing, installation, and maintenance – from desktop computers to the entire network infrastructure. GigaKOM offers a hardware/software asset management and license compliance service.

Cloud Computing, Virtualization and Thin Client:

GigaKOM guides businesses in the decision-making and implementation of Cloud, Virtualization and Thin Client solutions.

Cloud Computing provides several advantages including the decentralization of hardware, risk and recovery advantages, and Access-Anywhere capabilities.

Thin-client technology transforms networks from a collection of decentralized computer devices into a centrally manageable computing environment, providing low-cost, standardized, easily updateable, and centralized systems.



Virtualization provides many benefits including fail-over and redundancy solutions, leveraging hardware utilization, and cost savings in power, facilities, and management.

Network Management and Maintenance:

GigaKOM provides comprehensive network maintenance solutions client tailored to meet each individual client’s network requirements. From hardware warranty programs, to labor support and complete network management programs, GigaKOM has the program and expertise to keep networks running at their optimal capabilities.

GigaKOM wants to be your Partner in Educational Technology. We are certified by all major IT manufacturers and specialize in servicing clients throughout the south western region of the United States

5 Certifications, Training and Specializations:

Current team certification, partial list: **Cisco:** 4 CCIE, 4 CCNP, 5 CCNA, 1 CCDA: **HPE/ARUBA:** 3 ACMP, 3 ACSP, 1ACCP: **Extreme:** 7 ESS, EDS Wireless, Management, Fabric: **Microsoft:** 2MCP, 1 MCSA and more

For a full list of GigaKOM certified personal please reach out to hr@gigakom.com

Listed are some of our Partner and Certifications

Cisco

Company Certification

- Premier Certified Partner



Specializations

- Advanced Unified Communications
- Advanced Security
- Express Foundation
- Cisco Capital Financing
- Cisco Smart Care Services

Professional Certification and Training

- CCIE, CCNP, CCDA and more

Microsoft

Company Certification

- Authorized Partner



Specializations

- Educational Licensing Authorized

HPE - Aruba

Company Certification

- HPE Aruba Gold Partner
- Networking Elite



Specializations

- Public Sector

VMWare

Company Certification

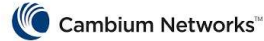
- Professional
- Educational Licensing



Cambium / Xirrus Wireless

Company Certification

- Gold Certification



MileStone

Company Certification

- Gold Certification



Extreme Networks

Company Certification

- Gold Certified Partner
- Master Partner



6 Master Contracts and Purchasing Authorizations:

In order to best serve our Government and Educational clients, GigaKOM has multiple purchasing vehicles available. Our contracts include:

Details at: <http://bit.ly/gkomCMAS>

CMAS Contract ID 3-21-08-1109

- Cisco Networking Equipment / Services
- HPE Networking Equipment / Services
- Aruba Networking Equipment / Services
- HP Computer Systems / Services
- Data Communications – Equipment
- Labor, Technical support and implementation



CMAS Contract ID 3-12-70-2346F

- Axis



CMAS Contract ID 3-19-70-2346N

- APC products / services
- Tripp Lite products / services
- LG Electronics
- Lenovo
- Ergotron
- Enet
- Eaton
- Network Systems



CMAS Contract ID 3-18-70-2346M

- Extreme Networks products / services
- Network Systems
- Security products / services



CMAS Contract ID 3-19-70-3644A

- Sonic Wall Networks products / services
- Network Systems
- Security products / services



GSA Schedule 47QTCA-19-D-00MM

- APC
- Ergotron
- HP, HPE, HPi
- Lenovo
- NEC
- Sony
- Tripplite
- Xerox



GSA Schedule GS-35F-0349S

- Cisco Networking Communications
- Hewlett Packard Enterprise
- Hewlett Packard, Inc



NASPO Contract AR-233

- Cisco Networking
- Services / Software / Warranty



NASPO Contract AR3328

- Aruba Networking
- HPE Networking
- Services / Software / Warranty



NASPO Contract AR3230

- Extreme Networking
- Services / Software / Warranty



Educational Licensing Agreements

- Microsoft
- VMWare



For further information on these contracts please contact your GigaKOM sales representative for terms, conditions, and product pricing.

Contracts listed are for reference and referral. Contracts listed may be utilized at part or all of product and service fulfillment. No bid is considered to be under one or any of the above contracts unless specifically outlined within the purchase agreement and confirmed by both parties. Additional fees may be charged by the Government Agency in association with the contract. Please refer to terms of schedule.



7 Methodology for Providing Services

GigaKOM proposes the following phased approach for new component integration into your network. With this approach GigaKOM will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.

Phase approach includes:

1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

Delivery Timetable:

- Hardware- within 14 business days from Client PO
- Installation – based on Client schedule

In the Preparation and Response Phase, GigaKOM will respond to client's solution request based on requirements specified and propose a High Level Design and product to address client's needs.

Assessment Phase will determine if the existing system infrastructure, sites, and operational environment are able to support its proposed system.

During the Implementation Phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at client request, will propose a maintenance support structure to help ensure that the client's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

Preparation and Response Phase:

In this phase GigaKOM will analyze client needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware that will be needed to deliver the solution. We will allocate key members of the team trained and certified in the technology (per client requirements).

Assessment Phase:

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. GigaKOM will identify physical, environmental, electrical, and procedural modification that should be made prior to implementation. As part of the assessment GigaKOM will provide Assessment Analysis documents for each of the below specified actions with findings and the mitigation plan with any potential costs.



Methodology for Assessment:

Site Readiness Assessment, GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. Client will identify physical, environmental, and electrical modifications that should be made prior to implementation.

There are three activities associated with the site readiness assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis.

The site readiness assessment service component assesses the ability of the client's site facilities to accommodate the new technology system. Following completion of the site survey, you will identify any gaps with site requirements specifications.

Network Readiness Assessment: GigaKOM will prepare for your solution deployment by assessing the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation. The modifications could include physical and logical configurations, solution capacity, quality of service (QoS), solution resiliency, security, and integration with existing legacy platforms. The network readiness assessment service component assesses the client's existing network infrastructure and applications to verify its ability to support the proposed technology system. This service also analyzes the physical and logical configuration of the network and analyzes network design issues, such as scalability, Quality of Service, network resiliency and security, and the potential effects of integrating the proposed system with existing infrastructure.

Operations Readiness Assessment: GigaKOM will prepare for your technology solution deployment with a comprehensive assessment that evaluates the readiness of the people, processes, and tools in your current operations and network management infrastructure for both voice and data to support the new solution. The operations readiness assessment service component assesses the current state of clients' operations and network management infrastructure, including people, processes, and tools, to identify issues and opportunities for improvement.

In addition, the operations readiness assessment identifies issues pertinent to defining, monitoring, and maintaining the proposed system service-level requirements, which are measured through availability, capacity, and security metrics. It also identifies the client's support model and associated skills and knowledge requirements.

- GigaKOM will collect and verify information about current operations support infrastructure
- GigaKOM will identify client support model
- GigaKOM will identify skills and knowledge requirement to support new solution

Implementation Phase:

During the implementation phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

Steps for Implementation Phase

- Project Planning
- Kickoff
- Staging



- Deployment
 - Core Components Rollout
 - System Integration
 - System Migration (as requested per client)
- Training
- Closeout Documentation

Project Planning:

During project planning GigaKOM will develop the project management, escalation, communication plans, and conduct an internal kick-off meeting.

Kickoff:

During implementation project kickoff GigaKOM will conduct the kickoff meeting with all parties involved in the deployment of system. At the meeting parties will review and confirm implementation milestones, roles, and responsibilities using a project plan, as well as review the escalation and communication plans to ensure everyone is aligned., The plan will then be shared in order to lead the project to a successful completion. Client will be provided access to an on-line portal with the ability to view and track the project as phases are planned and implemented.

Staging:

During staging, GigaKOM will stage the communications hardware and software to be installed in the client's network. GigaKOM will test the solution components in a non-production lab environment. After the successful completion of staging, the hardware delivered to the client site and made ready for the implementation phase.

Deployment:

- Core Component Rollout: During core product implementation, GigaKOM will install, configure, integrate, and test the solution components. This provides for an implemented, production- ready solution, making it available for the integration of existing users and services from existing infrastructure to the new solution.

-Legacy System Integration: The legacy systems as applicable will undergo an integration of the client's network solution components and requires the validation of integration options that are compatible with the new solution. GigaKOM will perform the test and integration between the systems.

Training:

GigaKOM will prepare and conduct end-user training and staff training. GigaKOM will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to business policy.

Closeout Documentation:

During as built documentation, as the final stage of Implementation phase GigaKOM will compile documentation of the current system in an as built solution binder. In the binder, you will include logical and physical topology maps, IP schemes, serial numbers, application configurations, and legacy migration or integration configurations. Additionally, you will finalize network documentation that reflects as built information for the client, including specific design requirements and configurations.

- Compile documentation into a as built solution binder
 - o Logical and physical topology maps

- Dial plans
- Serial numbers
- Legacy configurations
- Application Configuration

Operation and Optimization phase:

During the operation phase, we will justify client network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. During operations setup, we will set up the client to provide operational support to the network, including development of an operational support plan and an Ongoing Support Handoff Kit. Assisting the client in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

- Develop an Operation Support Plan
- Assist the client in developing process to manage the system

Incident Management: During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate, and resolve incidents
- Incidents are tracked and managed in case management system - Autotask

Incident Management Steps:

1. Identify Incident
2. Classify and prioritize the incident
3. Isolate the incident
4. Recover from incident outage
5. Validate resolution
6. Track and monitor progress
7. Close the incident

Support Services

GigaKOM 's delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, GigaKOM follows the standard Methodologies for delivering the types of services as defined below.

Support Services can include the following components:

- **Manufacture maintenance agreements**
 - Software Downloads, bug fixes, security patching and technical maintenance
 - Hardware replacement warranties
- **Hardware replacement time and materials funding pools.**
- **Labor based technical support**
 - On-site technical support



- Remote technical support
- Remediation of technical issues
- Labor based maintenance of network components to insure equipment operates at manufacture and industry specified performance levels.
- **Cable plant repair, upkeep, and maintenance**

Based on the requested services from the client, GigaKOM would be prepared to meet expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number as well as a web-portal for the reporting of troubles on a client network.

Manufacture maintenance agreements

GigaKOM has partnered with most network manufactures to provide warranty solutions where available to provide eligible maintenance agreements.

For Maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels and any End-of-support issues. GigaKOM will procure the maintenance contract with the manufacture and ensure warranty is provided under the District's name and copies of the contract will be provided to the district.

For ineligible components or services, including Hardware warranties, GigaKOM will identify such components to the District and provide the District options to procure these services outside of E-rate funding.

Hardware replacement time and materials funding pools.

Within E-Rate guidelines certain funding is available for time and materials repair and replacement for the maintenance and upkeep of eligible equipment. Where appropriate GigaKOM will work with District to identify the eligible equipment.

Labor Based Technical Support:

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to ensure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with GigaKOM and the client, based on recommendations from GigaKOM, we provide solutions that include:

- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Weekly Windows Server Security and Health Check
- Server Operating System and Security Patching



GigaKOM Standards for Performance

- Initial Engagement and Yearly Network Discovery and Mapping
- For all activity performed on a network, status reports of actions taken, and tasks completed are provided.

Network Restoration Process

Client desires the support and restoration of Network down problems caused by E-rate eligible equipment or cable plant.

Description: The following activities will be done by the GigaKOM over the term of the project as services are required.

- 1) Receive incident or request notification from Client personnel. This notification will come from the Client personnel who receive and respond to the initial problem call from the end user and will only be forwarded to the GigaKOM technicians when it appears to be related to E-Rate eligible equipment.
- 2) Record all problem and request tickets in the GigaKOM ticket management system.
- 3) Perform "second level" incident and request handling using GigaKOM remote engineers. If necessary, we will dispatch a local GigaKOM field engineer. Additional engineers will be dispatched as needed to meet the service response requirement and will be dispatched immediately for more critical network down situations.
- 4) Provide "ownership to resolution" of GigaKOM handled incidents, report on the progress of problem resolution, confirm resolution of the incident with Client personnel, and log final resolution. Please note that in accordance with SLD guidelines, GigaKOM can provide eligible maintenance services if the equipment at issue is thought to be eligible. If the issue is determined to be caused by ineligible equipment, this will be reported back to Client personnel, and further work must be handled through Project Change Control.
- 5) Prioritize activities in accordance with documentation and procedural standards developed by GigaKOM and agreed to by Client.
- 6) Coordination and scheduling of GigaKOM resources.

Clients under a labor-based maintenance contract will be covered under the below Billing and Service Delivery Schedule unless specifically altered under contract.

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BILLING AND SERVICE DELIVERY SCHEDULE



I Response Times:

GigaKOM provides for a 24-hour Client Service Center access number, as well as on-line trouble ticketing portal. For tickets opened via one of these methods GigaKOM will provide during standard working hours:

Response Times and Escalation Schedule

Priority	Description	Response Times	Escalation Policy	Billing Rate for Services
Critical (Priority 1)	Network down or critical impact to business operations. GigaKOM and end user will provide full-time resources to the situation resolution	1 Hour: Diagnostics begin 2 Hour: technician assigned Next Business Day or better: on-site dispatch if necessary	1 Hour: Service Supervisor 8 Hours Director of Operations 24Hours: President / CEO	Critical tickets are billed double rate with a minimum 2 hour billing. Standard labor terms apply
High (Priority 2)	Operations of a Network are severely degraded; client business operations are negatively impacted. GigaKOM and end user will commit full-time resources during normal business hours to address situation.	2 Hour: Diagnostics Begin 4 Hours: Technician assigned Next Business Day on-site dispatch if necessary	4 Hour: Service Supervisor 24 Hours: Director of Operations 48 hours: President	High priority tickets are billed at a one and a half (1 ½) rate with minimum 2 hour billing. Standard labor terms apply.
Medium / Normal (Priority 3)	Operational performance of the network is impaired. Business functions remain functional. GigaKOM and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	4 to 8 Hours: diagnostics and technician assigned On-site dispatch (if required) as scheduled with End User.	24 Hour: Service Supervisor 48 hours: Director of Operations 72 Hour: Department Manager	Billing rate as quoted. Standard labor terms apply.
Low (Priority 4)	Assistance or information requested. Typically, product capabilities, installation or	8 Hour: Initial response.	72 Hours: Service Supervisor	Billing rate as quoted. Standard labor terms apply



	configuration issues.			
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(all times listed are based on standard working hours)

The clock starts on all issues once the support request has been added to our Autotask ticketing system

II Definitions:

The service priority Critical, High, Medium, or Low is set at the initiation of the ticket and remains at that level through completion

- Critical Priority is defined as a complete network down event or an event that has a critical impact to business operations. GigaKOM may assign multiple concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client’s business objectives.
- High Priority is defined as an event where operations of a network are severely degraded and business operations are negatively impacted. GigaKOM may assign multiple, concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client’s business objectives.
- Medium Priority is defined as an event that impairs the operational performance of the network, business operations remain functional but may be degraded. GigaKOM and the client are willing to commit resourced during normal business hours to restore service. Unless otherwise requested by the client, this is the default level for all service tickets.
- Low Priority is defined as a general assistance or informational request. Network Performance degradation is negligible. This level of service is most commonly associated with initial installation or configurations tickets. The client may request the ticket to be assigned to this priority based on the client’s business objectives.

III Standard Labor Terms

- Travel: Not billed unless specified in contract.
- Standard: All billing in 1/2 hour increments unless otherwise specified
- Critical Priority: 2.0 x rate, 2 hour minimum billing
- High Priority: 1.5x rate, 2 hour minimum billing
- Overtime: 1.5 x rate, 1 hour minimum billing
- Weekend: 1.5 x rate, 2 hour minimum billing
- Holiday 2.0 x rate, 4 hour minimum billing

Coverage

Standard: 8:00am to 5:00pm Monday through Friday PST



Overtime: Monday through Friday 5:00pm to 8:00am the following day

Weekend: Friday 5:00pm to 8:00am Monday

Holiday: 5:00pm prior day to Holiday to 8:00am the day after the holiday

Holidays

New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

A fee of \$250 will be assessed for client cancellation of dispatched engineer, or client not being ready.

IV Billing Information

GigaKOM will invoice labor against the contract based on contract term or on a weekly basis. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contact will be tracked by GigaKOM and will be available to client upon request. In certain instances, GigaKOM may exceed the contracted hours in the delivery of service. GigaKOM will invoice any additional hours at standard rate and will provide notice to the client when overages occur. Once identified, GigaKOM will work with client to establish a change order or new contract for continuing services.

Standard Rates:

Labor Rate:

LEVEL	RATE
Network Architect onsite work	\$225.00
Network Architect remote work	\$225.00
Sr. Network Engineer onsite work	\$210.00
Sr. Network Engineer remote work	\$185.00
Network Engineer onsite work	\$200.00
Network Engineer remote work	\$150.00
Network Technician onsite work	\$100.00
Network Technician remote work	\$85.00

V Responsibilities and Assumptions

- Client to provide access to systems and facilities to facilitate work.



- Client to provide GigaKOM with access to all equipment covered under this agreement. If such access is not provided, GigaKOM will have reduced or limited ability to address problems and provide resolution.
- Client to provide necessary user names and passwords where applicable.
- Client will identify at least one person to work with GigaKOM throughout the service request. This person will communicate with GigaKOM and provide information on a timely basis.
- For critical and high priority issues, client will provide an escalation / alternate contact to issue timely communications and resources.
- For critical priority issues, client is committed to working with GigaKOM on a 24-hour basis, if required, through problem resolution.
- Client is responsible for providing a contact who is knowledgeable to the technical aspects of the problem.
- Client to provide GigaKOM with a list of key personnel and contact information including after hours and escalations / approvals.
- Client is responsible for having vendor / manufacture service support agreements necessary to maintain, trouble shoot and repair hardware and software issues.
- Client will provide service provider account numbers, circuit ids, contacts and contract information where necessary to facilitate service delivery or resolution.
- Client to provide a list of all contract service agreements, contact names, contact numbers and contract numbers for all service agreements to be managed by GigaKOM.
- Client to provide any additional information required by GigaKOM.
- Client to provide all necessary supplies and accessories, attachments or other devices incidental to the service.
- Client is responsible for data, backups and / or migrations of data. GigaKOM is NOT responsible for the loss of client data during remediation or migration processes.
- Client is responsible for all necessary permits, licenses or authorities necessary for the provisioning of services.
- Client will be responsible for additional materials, equipment, or loaner materials costs necessary to facilitate problem resolution.
- GigaKOM engineers obey all traffic, travel, and safety regulations.

GigaKOM shall not be responsible for service or Service Level Agreement degradation delays due to the lack of client compliance with the above items.

8 Universal Service Program Restrictions and Invoicing

The Universal Service program has a number of restrictions on the use of the funds in order to collect discounts. The following restrictions are required for the district to receive the discounts on these services.



- Services and / or products will be limited to only those dealing with technical support of telecommunications and internal connections as specified in the latest version of FCC Document CC Docket No. 96—45 Schools and Libraries Eligibility List. Or the latest rules posted on the SLD web site (<http://www.sl.universalservice.org>). Any services and / or products not covered on the eligibility list must be covered under a separate contract and invoice.
- The services and / or products for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Discounts are not available for internal connections in non-instructional buildings of a school or school district, or in administrative buildings of a library, to the extent that a library system has separate administrative buildings, unless those internal connections are essential for the effective transport of information to an instructional building of a school or to a non-administrative building of a library. 47 C.F.R. § 54.506
- All services / products must be performed / supplied during the respective E-Rate funding year.
- GigaKOM is experienced, competent and complies with all USAC and SLD policies, programs and requirements for invoicing and billing.

9 Special Notes and Conditions

Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, GigaKOM will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a "sequential-by-building" fashion. If a "sequential-by-building" installation is required, this must be identified prior to cable installation and will require additional charges.
- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by GigaKOM, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.



- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Client, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Client providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring GigaKOM to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of GigaKOM providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee may be charged for all returned items. Special order items are non-returnable.
- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.
- Parking on site shall be provided by client at no cost to GigaKOM
- A \$250 fee may be billed to client for missed appointment, or site not ready for installation

GIGAKOM STANDARD TERMS AND CONDITIONS

GigaKOM, Inc., a California corporation ("Company"), is a reseller of certain third party enterprise infrastructure hardware and software equipment ("Equipment") and provides installation, integration, maintenance support and other services ("Services"). The terms and conditions set forth in this document ("Terms and Conditions") shall govern the purchase of any Equipment for, and the provision of Services to, customers of Company ("Customer") pursuant to an estimate or other price quote ("Estimate") generated by Company and approved by Customer.

Application and Interpretation of Terms and Conditions. These Terms and Conditions shall supplement the Estimate. If there is a conflict between the Estimate and these Terms and Conditions, the Estimate shall control. The provisions of the Estimate and these Terms and Conditions supersede any and all prior negotiations proposed agreements and agreements, whether written or unwritten, between Customer and Company. No subsequent change in, addition to, or waiver of, these Terms and Conditions or the Estimate shall be binding on Company unless approved in writing by an authorized representative of Company.

Risk of Loss or Damage to Equipment. Company shall assume the risk of loss of, or damage to Equipment purchased under an Estimate until a carrier has received the shipment pursuant to a bill of lading (f.o.b. shipping point), at which time Customer assumes all risk of loss or damage to the Equipment. Equipment may not be returned except in accordance with the Equipment warranty. If Company, in its discretion, agrees to return Equipment not subject to a warranty claim, Customer shall be responsible for all costs of return.

Inspection and Acceptance of Equipment. Inspection and acceptance of Equipment shall be performed by Customer upon delivery to Customer. If Customer fails to object in writing to any item of Equipment at delivery, Customer shall be deemed to have accepted delivery of all such items.

Payment Terms. Payment shall be due as described in the Estimate and Invoice. Prices shown in the Estimate may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or services shall be added to the price set forth in the Estimate. Customer agrees to reimburse Company for any such tax or provide Company with acceptable evidence of tax exemption.

Late Payment Charges. If Customer fails to make any payment when due, Company may upon written notice to Customer: (a) delay delivery of any Equipment or suspend the performance of Services until such terms are met; and/or (b) cancel any order for Equipment then outstanding and receive reimbursement for cancellation; and/or (c) pursue any other remedies available at law or equity. Company may charge and Customer agrees to pay a finance charge of 1-1/2% per month on the unpaid balance of overdue amounts or the maximum allowable by law, whichever is less. Company shall have no liability whatsoever to the Customer for any costs or damages as a result of such termination or suspension caused by any failure by Customer to make payment when due.

Changes to Scope of Services. Unless otherwise stated in the Estimate, the price set forth in the Estimate is a good faith estimate based on the information received through the date of the Estimate and may change based on updated information. Any price changes shall be communicated to Customer through a revised Estimate. If Company provides Customer a revised Estimate which Customer disapproves, then Company may terminate Services with respect to the original Estimate. If the Services are terminated, Client shall remain obligated to pay Provider for Services actually rendered and Equipment purchased. Changes requested by Customer to the scope of work set forth in an Estimate must be communicated in writing to Company and Company will then have the right to charge for additional services at Company's then current rates. For each change order, a new Estimate will be generated by Company and approved by Customer.



Equipment Warranty. Company warrants that the Equipment shall be free from defects in materials and workmanship for 90 days from the date the Equipment is delivered. The foregoing warranty shall not apply to any Equipment which is not stored, handled, installed or used by persons other than Company personnel in strict accordance with manufacturer or Company specifications and instruction manuals, or which is altered without Company's express consent, or which has been subject to misuse, negligence or accident. Company's sole obligation shall be to replace or repair defective Equipment covered by this warranty provided that Customer notifies Company of such defect in writing within the 90 day warranty period set forth above. Customer hereby agrees that the replacement or repair of defective Equipment shall be Customer's sole remedy in the event of a breach of warranty and shall be in lieu of any other remedy. Except as expressly set forth in this Paragraph, Company makes no warranties relating to the Equipment, whether express, implied or arising by operation of law (including, without limitation, the warranty of merchantability or fitness for a particular purpose).

Services Warranty. Company warrants that all Services shall be performed in a workmanlike manner and in conformance with generally accepted industry standards prevailing at the time the Services are performed. Any liability of Company with respect to the performance of Services under any Estimate or under any warranty, negligence, strict liability or other theory will be limited exclusively to product replacement so long as the replacement product provides substantially the same or better functionality as required by the Estimate; provided, however, if, in Company's opinion, replacement is inadequate as a remedy or impractical, to a refund of the fees paid to Company for the particular Services which do not conform to the warranty set forth in this Paragraph. Except as expressly set forth in this Paragraph, Company makes no warranties relating to the Services, whether express, implied or arising by operation of law (including, without limitation, the warranty of merchantability or fitness for a particular purpose).

Limitation of Liability. Customer waives any right of recovery against Company and shall not hold Company liable or responsible to Customer for any claims, demands, actions, liabilities, losses, costs or expenses (including, without limitation, attorneys' fees or costs) by or due to third parties ("Claims") suffered by Customer, directly or indirectly relating to or arising from the purchase or use of the Equipment or any Services provided by Company, except to the extent Company is adjudicated to be actively negligent in connection therewith. IN NO EVENT SHALL COMPANY BE LIABLE FOR COLLATERAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PROPERTY LOSS, PHYSICAL INJURY OR DEATH, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE EQUIPMENT PURCHASED AND/OR INSTALLED OR ANY OTHER SERVICE PROVIDED PURSUANT TO ANY ESTIMATE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE WITH RESPECT TO (A) ANY EQUIPMENT PURCHASED AND INSTALLED, FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SUCH EQUIPMENT AND (B) WITH RESPECT TO ANY SERVICES, FOR ANY AMOUNTS IN EXCESS ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SUCH SERVICES (AND WITH RESPECT TO ANY LIABILITY FOR ANNUAL MAINTENANCE SERVICES, COMPANY'S LIABILITY SHALL NOT EXCEED THE ANNUAL MAINTENANCE FEE ACTUALLY PAID TO COMPANY FOR THE YEAR IN WHICH SUCH LIABILITY AROSE).

Insurance and Bonding. Company shall maintain, at all relevant times, liability insurance coverage for bodily injury, death, and property damage in an amount no less than One Million Dollars (\$1,000,000.00). If required by Customer, Company shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the amount requested by Customer, provided that all costs of such bond(s) to be paid directly by Customer.

Ownership of Equipment/Liens. Company shall retain title to all Equipment delivered to Customer until final payment for same is received. Company may retrieve from the Customer's premises any Equipment delivered if payment has not been timely tendered. Company may file a lien within 90 days after furnishing Equipment or Services to Customer as long as preliminary lien notice is sent to Customer under the provisions of the Construction Lien Law of the state where services are rendered.

Force Majeure. Company shall not be liable for delays in delivery or failure of items to be available due to causes beyond its reasonable control, such as acts of God, acts or omissions of suppliers and manufacturers, acts or omissions of Civil and Military Authority, fires, strikes, floods, wars (whether declared or undeclared), or any other cause beyond its reasonable control.

Arbitration. All claims, disputes, and other matters in question arising out of, or relating to, the purchase of Equipment, the installation and/or maintenance of Equipment, any other services described in the Estimate or these Terms and Conditions (including whether such matter is arbitrable) (collectively, "Claims") shall be decided by arbitration in San Diego County before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, who shall also act as the arbitrator for such Claim. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable California law. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, shall be borne by the non-prevailing party (as determined by the arbitrator). Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made no later than six (6) months after the circumstances which are the basis of the Claim have arisen.



Miscellaneous Provisions. These Terms and Conditions shall be governed by and construed according to the laws of California. If any provision of these Terms and Conditions is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable. The exercise of any remedy herein shall be without prejudice to any other right or remedy available to either party. No agency, employment agreement, joint venture, or partnership is created between the parties and neither party shall be deemed to be an agent of the other nor shall either party have the right, power or authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other party. The failure of Company to insist on strict performances of any of the provisions contained herein shall in no way constitute a waiver by Company or any of the other provisions or subsequent default by Customer in the performance of or compliance with any of these Terms and Conditions set forth herein.

10 References

National School District, National City, CA

Justin Finch, IT Supervisor, (619) 336-7712, jfinch@nsd.us

- Designed and installation of a central data center at the district office.
- Equipment network upgrade LAN / WLAN District Wide for multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over \$500,000.00

Calexico Unified School District, Calexico, CA

Eduardo Perez, Director of IT, (760) 768-3888, eduardop@calexico.k12.ca.us

- Designed and installation of a central Data Center at the district office
- Server virtualization and domain services district wide
- Entire Network upgrade LAN / WLAN including over multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- IP Video Surveillance design and Installation
- Contract value over last 2 years over \$400,000.00

San Pasqual Valley Unified School District, Winterhaven, CA

Jesse Moe, Technology Coordinator, (760) 572-2222 x2277, jmoe@spvusd.org

- District-wide Cisco Hosted VoIP HCS VOIP Deployment
- Entire Network LAN /WLAN upgrade including over multiple refresh cycles
- Server virtualization and domain services district wide
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over \$275,000.00

Chula Vista Elementary School District, Chula Vista, CA

Ann-Marie Pering, Director Purchasing, (619) 425-9600 x1483, annmarie.pering@cvesd.org

- Entire Network LAN /WLAN upgrade including over multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network equipment and maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over \$1,275,000.00



Arts in Action Charter, Los Angeles, CA

Stephanie Conde, Director, (323) 266-4371, stephaniec@artsinactioncharter.org

- Entire Network upgrade LAN / WLAN
- Cabling infrastructure design, installation, modifications and support
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over \$75,000.00

Cypress School District, Cypress, CA

Teresa Lennox, Director IT, (714) 225-4882, tlennox@cypsd.k12.ca.us

- Network upgrade and warranty over multiple years
- Support and network maintenance contracts
- Contract value over last 2 years over \$375,000.00

Merced County Office of Education, Merced, CA

Dick Chai, Network Manager, (209) 381-6699, DChai@mcoe.org

- Network upgrade and warranty over multiple years County wide
- Support for multiple agencies
- Contract value over last 2 years over \$75,000.00

Aspire Schools, Oakland, CA

Hector Hernandez, IT Director, (323) 837-9920, hector.hernandez@aspirepublicschools.org

- Cabling infrastructure design, installation, modifications and support state wide locations
- Network upgrade LAN / WLAN
- Contract value over last 2 years over \$75,000.00

Orange Unified School District, Orange, CA

Tam Huyen, Director IT, (714) 628-4550, tam.nguyen@orangeusd.org

- Network Equipment Refresh and Installation District Wide
- Contract value over last 2 years over \$75,000.00

Santa Maria Joint Union High School District, Santa Maria, CA

Lazaro Sanchez, IT Services, (805) 922-4573, lsanchez@smjuhsd.org

- Network Equipment Refresh and Installation District Wide
- Contract value over last 2 years over \$275,000.00

Imperial County Office of Education, Imperial, CA

Luis Wong, CTO, (760) 312-6464, luis.wong@k12hsn.org

- Equipment network upgrade LAN / WLAN District Wide for multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support
- Contract value over last 2 years over \$3,000,000.00



Dear Andrej Komatina,

On behalf of the National School District, we would like to take this opportunity to thank you and your entire staff for the excellent job you have done in providing support for our Cisco products through your CareKOM maintenance program and MonKOM network monitoring solution.

Your project managers and engineers have worked tirelessly to provide our students and staff with a solution that meets our immediate needs and will also grow with our future requirements. Your response times have been stellar and the GigakOM team has always exhibited consistent, excellent customer service over the years. Greg Argendeli, Sasha Krstich and the rest of your team are extremely knowledgeable and always a pleasure to work with.

Thank you again for the professionalism and the expertise you have brought to our district, staff and students. You have proved to be a valuable partner to the National School District and we look forward to many more successful years in partnership.

Sincerely,

Joe Ferris

NSD Technology Services Supervisor



The Calexico Unified School District would like to thank you for the service you provided on the Aerohive Access Points project. The district-wide project was successful and completed within a timely manner. GIGAKOM was responsive throughout the project. Employees were always extremely professional in their communications with the district.

GIGAKOM has done a very good job and I would be happy to recommend your services to other organizations.

Thank you,
Eduardo Perez




GigaKOM was an excellent company to team up with, our school district had a strict requirement for e-rate purchases. GigaKOM's sales team understood our needs and went above and beyond to acquire our core equipment. GigaKom's install team composed of Chi and Sasha was greatly balanced. Their work was energizing and they were extremely motivated, personally committed to the job. During their three-day stint at SMJUHS they worked long hours and made strides every day. Working with their team was an optimal experience, their dedication and promptness was refreshing. They were very knowledgeable in their field and able to conform to our needs. Thank you guys!

Thanks,

Lazaro Sanchez
Computer Network Tech II

11 Compliance Documents

- Business License
- Contractor's License
- Summary of Insurance
- Small Business Certification
- CMAS Contracts -details at <http://bit.ly/gkomCMAS>
- FCC Green Light Status
- SPAC 2020
- PWC Registration

	FINANCE DEPARTMENT 276 Fourth Avenue Chula Vista CA 91910 (619) 585-5624 BUSINESS LICENSE	2022
<p>The person, firm, entity or corporation named below is granted this license pursuant to the provisions of the City's Business Tax and Zoning Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition, or occupation described below, in the City of Chula Vista, California, for the period indicated. This license does not constitute a guarantee or endorsement by the City, nor shall this license be construed to authorize the conduct or continuance of any business in conflict with any regulation of the Chula Vista Municipal Code. If there is a change of LOCATION, USE or OWNERSHIP for this business, the owner MUST contact the Finance Department at (619) 585-5624.</p>		
GIGAKOM ANDRE KOMATINA 3615 KEARNY VILLA RD STE 201 SAN DIEGO, CA 92123	Business License Number: 052156 Business Classification: Contractor - Specialty Tax Paid: \$117.50	Effective Date: January 1, 2022 Expiration Date: December 31, 2022
NOT TRANSFERABLE		

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 910431

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

GIGAKOM
9245 ACTIVITY ROAD STE 105
SAN DIEGO, CA 92126
Business Phone Number:(858) 769-5408

Entity Corporation
Issue Date 02/08/2008
Expire Date 02/29/2024

License Status

This license is current and active.

All information below should be reviewed.



CERTIFICATE OF LIABILITY INSURANCE

DATE MM/DD/YYYY
05/15/2021

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

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

PRODUCER: ALLIANT INSURANCE SERVICES INC./PHS 72186781 The Hartford Business Service Center 3000 Wiseman Blvd San Antonio, TX 78261	CONTACT: PHONE: (808) 401-8730 FAX: (888) 443-8112 (A/C, No. Ext) (A/C, No.)														
INSURER(S): GIGAKOM, INC 9245 ACTIVITY RD STE 100 SAN DIEGO CA 92126-4442	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company) of</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Fire and Ice TO&O Affiliates</td> <td>00014</td> </tr> <tr> <td>INSURER C: Hartford Accident and Indemnity Company</td> <td>22367</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Sentinel Insurance Company) of	11000	INSURER B: Hartford Fire and Ice TO&O Affiliates	00014	INSURER C: Hartford Accident and Indemnity Company	22367	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																										
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DESCRIPTION OF OPERATIONS/ LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be omitted if none space is required) Those issued to the Insured's Operations																										

CERTIFICATE HOLDER For information purposes only 9245 ACTIVITY RD SAN DIEGO CA 92126	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Simon S. Castaneda</i>
--	---

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD. © 1988-2015 ACORD CORPORATION. All rights reserved.

Certification Profile

State of California Certification

Certification ID : 40936

Legal Business Name

GIGAKOM

Doing Business As (DBA) Name1

GIGAKOM

Doing Business As (DBA) Name2

Office Phone Number

858/769-5408

Business Fax Number

858/769-5408

Business Web Address

Address

3615 Kearny Villa Road

Suite 201

SAN DIEGO

CA 92123

Email:

govplace@gigakom.com

Total Number of Employees

12

Business Types

Construction , Service

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications

Certification Type	Status	From	To
SB	Approved	06/16/2020	06/30/2022

10/23/2013 2:43 PM **Current Status of FRN 0011991395**

STATUS: Green
 You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN. The Red Light Display System was last updated on 10/23/2013 at 6:39 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#) | [FCC Debt Collection](#) | [FCC Fees](#) | [Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 4, 4; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arquisas@fcc.gov or fax us at (202) 418-7869.

FCC Form 473

Do not write in this space.

Please read instructions before completing.

Universal Service for Schools and Libraries
Service Provider Annual Certification Form

Block 1: Service Provider Information

1. Service Provider Name GIGAKOM		3. Funding Year: July 1, 2020 through June 30, 2021
2. Service Provider Identification Number (SPIN) 143027209		
4. Contact Name Andrey S Komatina		
5. Complete Mailing Address of Contact Person Street Address, P.O. Box or Route Number 4364 Bonita Rd. No. 494		
Benita		CA 91902
City		State Zip Code
6. Telephone Number with Area Code 858-769-5410		7. Fax Number with Area Code 858-565-2453
8. Email Address		

GIGAKOM

Detail:

Registration Number: 1000003984
Status: Active
CSLB Number: 910431
Legal Entity Type: Corporation
Mailing Address: 4364 BONITA RD, #494
BONITA
CA 91902
County: San Diego
Craft: Consultant
Email: ak@gigakom.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2022
6/28/2018	6/30/2019
6/7/2017	6/30/2018
6/1/2016	6/30/2017
7/10/2015	6/30/2016
12/16/2014	6/30/2015



12 Pricing and Data Sheets

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
 - Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
 - GigaKOM recommends at least 10% contingency for project for any unforeseen add, move and changes
 - GigaKOM recommends at least 25% contingency for possible China tariff charges and COVID delays
 - Sales Tax is estimated amount at the time of this proposal, actual sales tax will be calculated upon order execution
 - Eligible Products/ Services: GigaKOM is not an erate consultant for eligibility please verify with your consultant or with USAC
 - Products provided are original products
- Due to size GigaKOM is providing link to Product Specifications:
- ENET Optics: <http://bit.ly/ENETdata>



825 N 300 W
Suite C-149
Salt Lake City, UT 84103

855-233-3357
<https://netdiverse.com/e-rate-services/>
erate@netdiverse.com

Tom Wilkerson
Magnolia Public Schools
250 E 1st Street Ste1500, Los Angeles, CA 90012

3/10/2022

Tom Wilkerson,

We are pleased to provide you with this solution to your 2022 E-Rate Form 470 bid request.

NetDiverse has created a solution to align with YOUR technology needs.

We recommend the reliability and security of Cisco-Meraki hardware and software solutions for our education customers. Our years of experience in the Education sector provide insight into your technology demands, maximizing the benefits available from Cisco-Meraki hardware, Speedgoat Systems cabling/racking assemblies, Vertiv UPS Systems, and our NetDiverse Installation, Configuration Support and Operational Management.

NetDiverse is a reseller and partner of all top-rated networking companies. Within our years of experience selling, managing, and servicing networking products across manufacturers, Cisco-Meraki has proven to exceed the reliability, manageability, and quality standards we set for our clients.

NetDiverse offers Service and Support you can rely upon.

NetDiverse's WiFi and Networking expertise is recognized by our client recommendations. Our service earned the Utah Education and Telehealth Network State Master Contract Award with the highest combined score for Wi-Fi and switching network solutions. In addition to being E-Rate experts and providing outstanding customer service, we deliver Enterprise grade Internet, Voice, and other Networking Services nationwide.

This document contains the following sections:

3/10/2022

NetDiverse Sales Order **1 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

- **Introduction Letter**
 - This letter which provides you some general information about NetDiverse, our experience and philosophy.
- **Project Summary**
 - Total costs and E-Rate eligibility for each applicable Service Type including: Internal Connections, Basic Maintenance of Internal Connections (BMIC), and Managed Internal Broadband Services (MIBS).
 - Total Project Costs compared to remaining E-Rate Budget with the estimated FCC and Magnolia Public Schools portions.
- **Sales Order Detail**
 - A detailed listing of the Products and Services included in the solution and grouped by Service Type. This section contains most, if not all, of the information required to enter the individual FRN line items in your Form 471 request.
 - A few optional products that can be utilized in addition to, or in lieu of, the products provided in the main Products and Services tables. These products are typically shown with zero (0) quantity.
 - Terms and Conditions of the Agreement created with the Sales order between NetDiverse and Magnolia Public Schools. (Note, if your Form 470 states that we must follow your local requirements, rules, regulations, conditions, etc... we may ask for your assistance to help us understand and follow those requirements.)
 - Signature Page for Execution of the Sales Order. (Please scan and send a copy of the signed sales order to erate@netdiverse.com when you've selected NetDiverse as your Service Provider.

More about this NetDiverse Solution and E-Rate Competitive Bidding Compliance:

This solution was created by an artificial intelligence system utilizing some of NetDiverse's most popular products and information found on your Form 470 submission. The system primarily utilizes the Products and Services section of your Form 470 submission paired with NetDiverse's flagship set of products to create a solution automatically. Product/Service Function, Quantities requested, and other factors to determine which of our flagship products to offer. Although our bidding system is far from perfect, the level of service and support we can provide for our customers is unparalleled. We ask that you please consider us for your E-Rate project.

We hope our solution allows you to select NetDiverse as your Service Provider when comparing our response to other responses for your Form 470. We'll be happy to make reasonable adjustments to our product/service selections and quantities to align with your network needs and requirements. We recommend making these adjustments prior to filing your Form 471.

Here are a couple of examples showing how our system may not align perfectly with your Form 470 intentions, but may still provide enough information for you to select NetDiverse as your Service Provider:

Example 1: Applicant's Form 470 requests 3 separate line items of 20 quantity for Wireless Access Points. The applicant's intent was to ensure there were enough request items for 20 APs, 20 licenses, and 20 mounting

3/10/2022

NetDiverse Sales Order **2 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

brackets. Our bidding system may interpret this as a request for 60 APs and 60 licenses. If the per unit pricing and solution is in alignment with what you're requesting, we ask that you consider our solution and price based on the per unit price and products we offer. We're able to adjust the quantities and/or specific products to meet your requirements. Just call us on 855-233-3357 to discuss adjustments to our bid.

Example 2: Applicant's Form 470 requests Quantity of 200ft of cabling, but the intention was to request 200 units of cable drops. Our bidding system may interpret this request as either 200 patch cables at 1ft each or potentially a 200' fiber optic cable run. Please read the product description carefully as what we offer and what you need may be slightly or significantly different. You may want to consider one of our other products. Feel free to contact us on 855-233-3357 to discuss adjustments and alternatives.

Limitations of Installation Services you may have requested:

NetDiverse is either unable to perform or unable to estimate the labor and travel costs for on-site installation of Racking, Cabling, and Cabling Components, for your entity in your state/region.

Installation of Networking Hardware, such as switches, routers, firewalls, and access points, is available in your region. If you requested Networking Hardware, you may find the estimated Installation Hours and Travel Costs for the Networking Hardware Installation in the "Installation, Configuration, and Travel" section of this Order, but labor for racking, cabling and cabling components is not included.

Remote Configuration Hours are included with this order. Remote Configuration is performed by remote NetDiverse technical personnel in Utah, Montana, or elsewhere.

If our solution does not align perfectly with your needs, we're happy to adjust the quantities and/or adjust to specific products to meet your requirements. Just call us on 855-233-3357 to discuss adjustments to our solution.

Please consider this bid in your 2022 Form 470 evaluation. If our proposed solution arrived after your bidding deadline or we did not follow your bidding requirements pursuant to the information provided on your Form 470 or RFP, AND all other Service Providers failing to follow the same bidding deadlines and requirements are disqualified, you may also disqualify our solution without inclusion in your bid evaluation.

If you have any questions or you would like to review our solution with adjusted quantities or adjusted products, before or after you select NetDiverse as your Service Provider, please call us on 855-233-3357 or email erate@netdiverse.com and we'll adjust our order for you.

3/10/2022

NetDiverse Sales Order **3 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Cordially,

A handwritten signature in black ink, appearing to read "Gary Nieboer", with a long horizontal flourish extending to the right.

Gary Nieboer
General Manager
NetDiverse

3/10/2022

NetDiverse Sales Order **4 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

E-Rate Sales Order Summary of Total Costs (before FCC Discount)

	Total Price	Total Eligible Portion <i>(Total Ineligible Portion)</i>
Internal Connections Products/Services	\$122,989.06	\$122,989.06 <i>(\$0.00)</i>
Internal Connections Shipping and Handling	\$1,496.00	\$1,496.00 <i>(\$0.00)</i>
Internal Connections Installation, Configuration, and Travel	\$16,891.50	\$16,891.50 <i>(\$0.00)</i>
Internal Connections Sales Tax and Fee Contingency**	\$14,491.10	\$14,491.10 <i>(\$0.00)</i>
Basic Maintenance (BMIC)	\$0.00 per month	\$13,020.00 Up Front
	\$13,020.00*	\$13,020.00 <i>(\$0.00)</i>

* Total Price for MIBS and BMIC includes the Up Front Price plus 12 monthly charges for July 2022 through June 2023.

	Total Order Price	Total Eligible Portion <i>(Total Ineligible Portion)</i>
Total Sales Order	\$168,887.66	\$168,887.66 <i>(\$0.00)</i>

****CONTINGENCY FOR SALES TAX OR OTHER FEES** is included in this order. A 0.10 contingency fee has been added to this order due to an opinion Sales Tax or other governmental fees may apply to your order. WE WILL ONLY CHARGE TAXES AND FEES BASED ON WHAT IS CHARGED TO US BY GOVERNMENTAL ENTITIES. For example, if Sales Tax should be applied to hardware at 8% and to installation services at 2%, but we have the Contingency Fee listed as a conservative 10%, our final invoice will reflect the 8% for hardware and 2% for installation services.

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions or to make changes to this order.

3/10/2022

NetDiverse Sales Order **5 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

E-Rate Sales Order - Estimated FCC and Magnolia Public Schools Portions of the Project

The attached sales order appears to be within the E-Rate budget for Magnolia Public Schools. This is based on an Estimated Budget for your entity of: \$654,256.00. If you believe this estimate is incorrect, you may contact us by calling 855-233-3357 or emailing erate@netdiverse.com.

For your convenience, we estimate the FCC and Client portions of the project here:

Estimated Price Allocations:

Total Order Price = \$168,887.66

Total Order Eligible Price = \$168,887.66

FCC Portion = $\$168,887.66 \times 85.00\% = \$143,554.51$

Client Portion = \$25,333.15

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A



Date	Account	Form 470
3/10/2022	17003590	220007873

825 N 300 W
Suite C-149
Salt Lake City, UT 84103
855-233-3357
<https://netdiverse.com/e-rate-services/>
erate@netdiverse.com

SPIN:
143036067

Invoice Type:
SPI or
BEAR

E-RATE SALES ORDER

Category 2
Estimated FCC **85.00%**
Discount Rate:

Applicant/Client Address:	Applicant/Client Contact:
Magnolia Public Schools 250 E 1st Street Ste1500, Los Angeles, CA 90012	Tom Wilkerson twilkers@learningtech.org 650-598-0105

This version of the Sales Order was emailed to:
twilkers@learningtech.org,erate.mps@learningtech.org

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions or to make changes to the below order details.

3/10/2022

NetDiverse Sales Order **7 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
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Products and Services Details

Additional product details may be available in the section preceding Additional Terms and Conditions section of this Sales Order, at our website, at the manufacturers' websites, or by contacting NetDiverse on 855-233-3357

Service Type: Internal Connections

Quantity	Make / Model	Product and Service Summary Description <small>(Function**)</small>	Unit Price <small>(Eligible %)</small>	Unit <i>Ineligible</i> Portion	Total Line Item Price <small>(Ineligible)</small>	Estimated FCC Portion Client Portion
2,100	NetDiverse / NO BID RESPONSE	NetDiverse will not provide an automated bid response for this item. <small>Antennas</small>	\$0.00 <small>(100%)</small>		\$0.00	\$0.00 \$0.00
32	NetDiverse / NO BID RESPONSE	NetDiverse will not provide an automated bid response for this item. <small>Antennas</small>	\$0.00 <small>(100%)</small>		\$0.00	\$0.00 \$0.00
2	Speedgoat Systems / C6-CMP-25C	This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information. <small>Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3</small>	\$1,915.06 <small>(100%)</small>		\$3,830.12	\$3,255.60 \$574.52
2	Speedgoat Systems / MAF12-PT-OS2-PLO-500	Micro Armor Fiber(TM) PRE-TERMINATED 12 strand OS2 Singlemode Plenum Rated Indoor/Outdoor Fiber Optic - Up to 500 feet Black - Pre-Terminated with 24 Connectors (LC default). Does not include Enclosures, patch cables, etc.. <small>Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3</small>	\$2,378.54 <small>(100%)</small>		\$4,757.08	\$4,043.52 \$713.56

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NetDiverse Sales Order 8 of 20

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

2	Speedgoat Systems / FIB-LIU-PATCH-SFP-PACK	Package of 2 Fiber Enclosures (LIU), 2 2m Fiber Patch Cables, and 2 SFP+ Standard/Generic Transceivers. Compatible with Pre-Terminated MMF or SMF MAF12 Fiber Cables Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	\$534.24 (100%)		\$1,068.48	\$908.21 \$160.27
1	Speedgoat Systems / MAF12-PT-OS2-PLO-500	Micro Armor Fiber(TM) PRE-TERMINATED 12 strand OS2 Singlemode Plenum Rated Indoor/Outdoor Fiber Optic - Up to 500 feet Black - Pre-Terminated with 24 Connectors (LC default). Does not include Enclosures, patch cables, etc.. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	\$2,378.54 (100%)		\$2,378.54	\$2,021.76 \$356.78
1	Speedgoat Systems / FIB-LIU-PATCH-SFP-PACK	Package of 2 Fiber Enclosures (LIU), 2 2m Fiber Patch Cables, and 2 SFP+ Standard/Generic Transceivers. Compatible with Pre-Terminated MMF or SMF MAF12 Fiber Cables Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	\$534.24 (100%)		\$534.24	\$454.10 \$80.14
9	Meraki / MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch Switching	\$6,174.66 (100%)		\$55,571.94	\$47,236.15 \$8,335.79
9	Meraki / LIC-MS225-48FP-5YR	Meraki MS225-48FP License - 5YR License	\$935.45 (100%)		\$8,419.03	\$7,156.18 \$1,262.85

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NetDiverse Sales Order **9 of 20**

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

2	Meraki / MR46-HW	Cisco Meraki MR46 Wi-Fi 6 Indoor AP Access Points	\$1,132.03 <i>(100%)</i>		\$2,264.05	\$1,924.44 \$339.61
2	Meraki / LIC-ENT-5YR	Meraki MR Enterprise License - 5YR License	\$318.90 <i>(100%)</i>		\$637.80	\$542.13 \$95.67
30	Meraki / MR46-HW	Cisco Meraki MR46 Wi-Fi 6 Indoor AP Access Points	\$1,132.03 <i>(100%)</i>		\$33,960.78	\$28,866.66 \$5,094.12
30	Meraki / LIC-ENT-5YR	Meraki MR Enterprise License - 5YR License	\$318.90 <i>(100%)</i>		\$9,567.00	\$8,131.95 \$1,435.05
1	NetDiverse / SHIP-HANDLE	Shipping and Handling	\$1,496.00 <i>(100.0%)</i>		\$1,496.00	\$1,271.60 \$224.40
1	NetDiverse / Sales Tax and Fee Contingency	***CONTIGENCY FOR SALES TAX OR OTHER FEES	\$14,491.10 <i>(100.00%)</i>		\$14,491.10	\$12,317.43 \$2,173.66

**Service Function shown is typical but may vary depending on Applicant's actual use of the Product or Service. Entry in your Form 471 should reflect Applicant's actual use.

***CONTIGENCY FOR SALES TAX OR OTHER FEES is included in this order. A 0.10 contingency fee has been added to this order due to an opinion Sales Tax or other governmental fees may apply to your order. WE WILL ONLY CHARGE TAXES AND FEES BASED ON WHAT IS CHARGED TO US BY GOVERNMENTAL ENTITIES. For example, if Sales Tax should be applied to hardware at 8% and to installation services at 2%, but we have the Contingency Fee listed as a conservative 10%, our final invoice will reflect the 8% for hardware and 2% for installation services.

You may contact us on 855-233-3357 or erate@netdiverse.com with questions regarding Sales Tax and Contingency Fees or to make changes to this order.

Note 3: Regarding Physical Installation Limitations: NetDiverse is either unable to perform or estimate the labor and travel costs for on-site installation of Racking, Cabling, and Cabling Components, for your entity in your state/region. Installation of Networking Hardware, such as switches, routers, firewalls, and access points, is available in your region. If you requested Networking Hardware, you may find the estimated Installation Hours and Travel Costs for the Networking Hardware Installation in the "Installation, Configuration, and Travel" section of this Order, but labor for racking, cabling, and cabling components is not included. Remote Configuration Hours are included with this order. Remote Configuration is performed by remote NetDiverse technical personnel in Utah, Montana, or elsewhere.

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NetDiverse Sales Order **10 of 20**

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Service Type: Optional Internal Connections items to consider

Quantity	Make / Model	Product and Service Summary Description (Function*)	Unit Price <i>(Eligible %)</i>
0	Speedgoat Systems / MAF12-PT-OS2-PLO-500	Micro Armor Fiber(TM) PRE-TERMINATED 12 strand OS2 Singlemode Plenum Rated Indoor/Outdoor Fiber Optic - Up to 500 feet Black - Pre-Terminated with 24 Connectors (LC default). Does not include Enclosures, patch cables, etc.. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$2,378.54 <i>(100%)</i>
0	Speedgoat Systems / FIB-LIU-PATCH-SFP-PACK	Package of 2 Fiber Enclosures (LIU), 2 2m Fiber Patch Cables, and 2 SFP+ Standard/Generic Transceivers. Compatible with Pre-Terminated MMF or SMF MAF12 Fiber Cables Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$534.24 <i>(100%)</i>
0	Speedgoat Systems / C6A-CMP-25C	This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$3,816.68 <i>(100%)</i>
0	NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS	Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$0.00 <i>(100%)</i>
0	NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS	Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$0.00 <i>(100%)</i>

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NetDiverse Sales Order **11 of 20**

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

0	Speedgoat Systems / C6A-CMP-25C	This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$3,816.68 <i>(100%)</i>
0	Speedgoat Systems / C6-CMP-25C	This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$1,915.06 <i>(100%)</i>
0	Speedgoat Systems / CUSTOM LENGTH	Call us to create customized length Pre-Terminated Micro Armor Fiber (MAF) cables for self installation. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$0.00 <i>(100%)</i>
0	NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS	Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$0.00 <i>(100%)</i>
0	Speedgoat Systems / C6A-CMP-25C	This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$3,816.68 <i>(100%)</i>
0	Speedgoat Systems / C6-CMP-25C	This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$1,915.06 <i>(100%)</i>

3/10/2022

NetDiverse Sales Order **12 of 20**

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

0	Speedgoat Systems / CUSTOM LENGTH	Call us to create customized length Pre-Terminated Micro Armor Fiber (MAF) cables for self installation. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	\$0.00 (100%)
0	Meraki / MS225-24P-HW	Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch Switching	\$3,868.03 (100%)
0	Meraki / LIC-MS225-24P-5YR	Meraki MS225-24FP License -5YR License	\$584.66 (100%)
0	Meraki / MS125-24P-HW	Meraki MS125-24P 10G L2 Cld-Mngd 24x GigE 370W PoE Switch Switching	\$2,764.40 (100%)
0	Meraki / LIC-MS125-24P-5Y	Meraki MS125-24P Enterprise License and Support, 5 Year License	\$464.18 (100%)
0	Meraki / MS125-48FP-HW	Meraki MS125-48FP 10G L2 Cld-Mngd 48x GigE 740W PoE Switch Switching	\$4,811.98 (100%)
0	Meraki / LIC-MS125-48FP-5Y	Meraki MS125-48FP Enterprise License and Support, 5 Year License	\$807.89 (100%)
0	Meraki / MR36-HW	Cisco Meraki MR36 Wi-Fi 6 Indoor AP Access Points	\$567.79 (100%)
0	Meraki / MR56-HW	Cisco Meraki MR56 Wi-Fi 6 Indoor AP Access Points	\$1,415.92 (100%)
0	Meraki / MR76-HW	Cisco Meraki MR76 Access Points	\$1,249.13 (100%)
0	Meraki / MA-ANT-25	Meraki Dual Band Patch Antenna Antennas	\$247.69 (100%)
0	Meraki / MR44-HW	Cisco Meraki MR44 Wi-Fi 6 Indoor AP Access Points	\$922.65 (100%)

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NetDiverse Sales Order 13 of 20

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

0	Meraki / MR36-HW	Cisco Meraki MR36 Wi-Fi 6 Indoor AP Access Points	\$567.79 (100%)
0	Meraki / MR56-HW	Cisco Meraki MR56 Wi-Fi 6 Indoor AP Access Points	\$1,415.92 (100%)
0	Meraki / MR76-HW	Cisco Meraki MR76 Access Points	\$1,249.13 (100%)
0	Meraki / MA-ANT-25	Meraki Dual Band Patch Antenna Antennas	\$247.69 (100%)
0	Meraki / MR44-HW	Cisco Meraki MR44 Wi-Fi 6 Indoor AP Access Points	\$922.65 (100%)

Internal Connections: Installation, Configuration, and Travel

Quantity	Make / Model	Product / Service Summary Description <i>Ineligible in Orange</i>	Unit Price <i>(Eligible %)</i>	Total Line Item Price <i>(Ineligible)</i>	Estimated FCC Portion	Estimated Client Portion
59.00	NetDiverse / INST-LAB	E-Rate Eligible Installation Labor Hours	\$172.50 (100%)	\$10,177.50	\$8,650.88	\$1,526.63

1	NetDiverse / TRAVEL	E-Rate Eligible Travel and Per Diem Costs	\$3,690.00 (100%)	\$3,690.00	\$3,136.50	\$553.50
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36	NetDiverse / REM-CON	E-Rate Eligible Remote Config Labor Hours	\$84.00 (100%)	\$3,024.00	\$2,570.40	\$453.60
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Service Type: Basic Maintenance of Internal Connections

Quantity	Make / Model	Product and Service Summary Description (Function*)	Unit One-Time Price <i>(Eligible %)</i>	Unit <i>Ineligible</i> Portion	Total Line Item Price <i>(Ineligible)</i>	Estimated FCC Portion Client Portion
155	NetDiverse / TEL-TECH- SUPPORT	Basic Maintenance - Hourly Fee for NetDiverse Remote Technical Support - Invoiced as support occurs BMIC Basic Tech Support	\$84.00 (100%)		\$13,020.00	\$11,067.00 \$1,953.00

**Service Function shown is typical but may vary depending on Applicant's actual use of the Product or Service. Entry in your Form 471 should reflect Applicant's actual use.

*** Each BMIC line item above either has a manufacturer's license which is charged "one time" for the license term OR Technical Support which is invoiced hourly as the service occurs, which is also "one time" and not monthly. When filing your Form 471, please utilize the "One-Time Costs" section for all BMIC entries.

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NetDiverse Sales Order 14 of 20

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Additional Product Details:

Some of the products and services listed above have additional information in their product descriptions. For the products that apply, the basic description and additional description are shown here:

Internal Connections: **NetDiverse / NO BID RESPONSE:** NetDiverse will not provide an automated bid response for this item.: **Additional Information:** "Antennas, Cabling, and Connectors" is a broad category that may refer to transceivers, miscellaneous cabling parts, antennas, etc. Our Automated bid response system is unable to determine which product is required for Applicant network. We will be happy to adjust this Sales Order to include an appropriate response for this line item. Please contact us to adjust this line item response according to your needs.

Internal Connections: **NetDiverse / NO BID RESPONSE:** NetDiverse will not provide an automated bid response for this item.: **Additional Information:** "Antennas, Cabling, and Connectors" is a broad category that may refer to transceivers, miscellaneous cabling parts, antennas, etc. Our Automated bid response system is unable to determine which product is required for Applicant network. We will be happy to adjust this Sales Order to include an appropriate response for this line item. Please contact us to adjust this line item response according to your needs.

Internal Connections: **Speedgoat Systems / C6-CMP-25C:** This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6 Plenum Rated cable (ICC ICCABP6VXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6 ICC HD Jacks or equivalent (ICC/IC1078F6XX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks), 25 category 6 patch cables (FS.com/C6-UTPSGPVCXX-Y.Y or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent), Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX), and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections: **Speedgoat Systems / C6A-CMP-25C:** This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6A Plenum Rated cable (ICC ICCABP6AAXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6A ICC HD Jacks or equivalent (ICC/IC107GACXX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks) , 25 category 6A patch cables (FS.com/C6ASFTPSGPVC or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent) - Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX) , and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections: **NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS:** Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order.: **Additional Information:** Customized Orders available for: Standard and Custom Length Fiber Cable, Terminations, Fiber Enclosures, Copper Cable Spools/boxes, Jacks, Patch Panels, Patch Cables, Cable Tray, J Hooks, Threaded Rods, Sammys, Raceway, Fiber Test Tools, Cleavers, Fusion Splicers, OTDR equipment, Category 6 Test Equipment, etc.

3/10/2022

NetDiverse Sales Order **15 of 20**

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Internal Connections: **NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS:** Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order.: **Additional Information:** Customized Orders available for: Standard and Custom Length Fiber Cable, Terminations, Fiber Enclosures, Copper Cable Spools/boxes, Jacks, Patch Panels, Patch Cables, Cable Tray, J Hooks, Threaded Rods, Sammys, Raceway, Fiber Test Tools, Cleavers, Fusion Splicers, OTDR equipment, Category 6 Test Equipment, etc.

Internal Connections: **Speedgoat Systems / C6A-CMP-25C:** This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6A Plenum Rated cable (ICC ICCABP6AXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6A ICC HD Jacks or equivalent (ICC/IC107GACXX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks) , 25 category 6A patch cables (FS.com/C6ASFTPSGPVC or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent) - Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX) , and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections: **Speedgoat Systems / C6-CMP-25C:** This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6 Plenum Rated cable (ICC ICCABP6VXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6 ICC HD Jacks or equivalent (ICC/IC1078F6XX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks), 25 category 6 patch cables (FS.com/C6-UTPSGPVCXX-Y.Y or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent), Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX), and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections: **NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS:** Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order.: **Additional Information:** Customized Orders available for: Standard and Custom Length Fiber Cable, Terminations, Fiber Enclosures, Copper Cable Spools/boxes, Jacks, Patch Panels, Patch Cables, Cable Tray, J Hooks, Threaded Rods, Sammys, Raceway, Fiber Test Tools, Cleavers, Fusion Splicers, OTDR equipment, Category 6 Test Equipment, etc.

Internal Connections: **Speedgoat Systems / C6A-CMP-25C:** This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6A Plenum Rated cable (ICC ICCABP6AXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6A ICC HD Jacks or equivalent (ICC/IC107GACXX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks) , 25 category 6A patch cables (FS.com/C6ASFTPSGPVC or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent) - Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX) , and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

3/10/2022

NetDiverse Sales Order **16 of 20**

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855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Internal Connections: **Speedgoat Systems / C6-CMP-25C**: This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6 Plenum Rated cable (ICC ICCABP6VXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6 ICC HD Jacks or equivalent (ICC/IC1078F6XX or equivalent) - Color Choices available (default is 25 white jacks plus 25 black jacks), 25 category 6 patch cables (FS.com/C6-UTPSGPVCXX-Y.Y or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent), Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX), and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections: **Meraki / MR46-HW**: Cisco Meraki MR46 Wi-Fi 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections: **Meraki / MR36-HW**: Cisco Meraki MR36 Wi-Fi 6 Indoor AP: **Additional Information:** Cloud-managed Wi-Fi 6 (802.11ax)

Internal Connections: **Meraki / MR56-HW**: Cisco Meraki MR56 Wi-Fi 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections: **Meraki / MR76-HW**: Cisco Meraki MR76: **Additional Information:** Outdoor and Industrial Wi-Fi 6

Internal Connections: **Meraki / MR44-HW**: Cisco Meraki MR44 Wi-Fi 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections: **Meraki / MR46-HW**: Cisco Meraki MR46 Wi-Fi 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections: **Meraki / MR36-HW**: Cisco Meraki MR36 Wi-Fi 6 Indoor AP: **Additional Information:** Cloud-managed Wi-Fi 6 (802.11ax)

Internal Connections: **Meraki / MR56-HW**: Cisco Meraki MR56 Wi-Fi 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections: **Meraki / MR76-HW**: Cisco Meraki MR76: **Additional Information:** Outdoor and Industrial Wi-Fi 6

Internal Connections: **Meraki / MR44-HW**: Cisco Meraki MR44 Wi-Fi 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

BMIC: **NetDiverse / TEL-TECH-SUPPORT**: Basic Maintenance - Hourly Fee for NetDiverse Remote Technical Support - Invoiced as support occurs: **Additional Information:** Remote Technical Support provided by telephone, email ticketing, or chat for the Maintenance for Troubleshooting, Configuration, Firmware updates, and basic support of Applicant's Network. This Basic Maintenance Service is invoiced hourly for time spent by NetDiverse or it's contractors when providing technical support or assistance for E-Rate Eligible Products and Services. If Technical Support is provided for hardware and services that are not 100% E-Rate Eligible, the ineligible portion will be invoiced outside E-Rate allowing this service item to be 100% E-Rate Eligible. This service is not a license, software, warranty, etc... it is for ad hoc Technical Support activities only. Each Quantity listed and/or invoiced is for 1 hour of remote technician assistance. This is not a monthly service.

3/10/2022

NetDiverse Sales Order 17 of 20

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Additional Terms and Conditions Specific to this Sales Order:

NetDiverse and its affiliates* provide Networking, Installation, Configuration, and Management solutions to over 150 School Districts and Libraries nationwide. These services are available almost anywhere in the “lower 48” states.

*NetDiverse, Frugal Telecom (aka Bridger Partners), and Frubu (aka Tamarack Networks and E-Rate Gear) are all affiliated companies (similar or related ownership.) These companies operate separately due to vendor agreements. We share this information with you for full transparency of who we are. You may receive one or more unique solutions from each of these companies in response to your Form 470 request.

Installation and Configuration assistance may be decoupled from most NetDiverse E-Rate solutions. Many of our clients have the skills and time required to perform the physical installation of our products themselves, but they require Remote Configuration assistance from our team. To select or de-select Installation and/or Configuration, please contact us by calling 855-233-3357 or emailing erate@netdiverse.com.

NetDiverse follows and complies with FCC Lowest Corresponding Price Rules.

By signing this order, Client retains the right, for 5 full E-Rate funding years, to purchase ANY E-Rate Eligible NetDiverse Products and Services pursuant to the then current NetDiverse pricing which complies with E-Rate’s Lowest Corresponding Price (LCP) rule.

The pricing for bundles and components specifically outlined on this order are valid until September 30, 2023, but client may purchase pursuant to our current pricing per the above term as well.

NetDiverse will not place service orders without approval from client to process this order. The project is considered approved when any of the following occur:

1. USAC/FCC approve funding for the project and approves Client’s Form 486 filing for the Funding Request.
2. Client provides approval by email or fax.
3. Client provides approval by sending a Purchase Order aligned with the Terms and Conditions of this order to NetDiverse

NetDiverse may not order equipment or schedule installation prior to payment receipt. This is equal to the “Client Portion” under SPI invoicing and the full value of the Order under BEAR invoicing.

Some preliminary engineering and planning may begin under NetDiverse’s sole option prior to payment and funding by Client/FCC. Shipment, scheduling, and installation will only begin once the client portion of the payment for products and services is received by NetDiverse, funding for this order is approved by USAC/FCC, and client’s Form 486 is approved by USAC/FCC.

Pricing only includes installation and configuration if specifically indicated in the sales order. Configuration services are performed remotely by NetDiverse. Installation services may include time for project management, engineering, planning, and on-site physical installation of equipment. The total Installation and/or Configuration time allocated per this and/or subsequent Sales Orders will be performed by NetDiverse or its subcontractors. If additional time is required to complete an installation, which is rare, NetDiverse will inform Client of this as soon as practical and provide estimates and pricing for the additional required labor.

If labor for installation of cabling or hardware is include in the Sales Order, this is an estimate of the quantity of labor hours to be performed. If fewer hours of labor are performed than outlined on this and/or subsequent Sales Orders, then the actual amount of hours performed will be invoiced to the customer and FCC.

NetDiverse has updated and will update it’s SPAC prior to the E-Rate Form 471 Application Deadline each year.

3/10/2022

NetDiverse Sales Order **18 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Customer and NetDiverse further agree to file necessary paperwork in a timely fashion with the School and Libraries Division of the Universal Service Fund to ensure timely reimbursements to either the School or NetDiverse depending on the invoicing method.

Unless stated otherwise, Funding Approval for Licenses are typically requested under the Category 2 Service Type of “Internal Connections” and are required for reasonable performance of the equipment in a network environment. Some clients and USAC reviewers may find a license better fits a Basic Maintenance Service Type. Although we believe licenses are typically “Internal Connections” the actual selection should be made based upon the primary purpose of the license in the Applicant’s opinion.

NetDiverse DOES NOT UTILIZE ANY PRODUCTS OR COMPONENTS FROM HUAWEI, ZTE, OR ANY OTHER “COVERED COMPANY” DESIGNATED BY THE FCC AS PROHIBITED.

3/10/2022

NetDiverse Sales Order **19 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Sales Order Agreement

This sales order is an Agreement between the following Parties:

NetDiverse, LLC, (hereafter, “NetDiverse, LLC”, “**NetDiverse**”, “Company”, “Service Provider”, “we”, “us”), a Montana Limited Liability Company, with offices located at 825 N 300 W, Suite C-149, Salt Lake City, UT 84103; AND

Magnolia Public Schools, (hereafter, “Magnolia Public Schools”, “Client”, “Customer”, “Applicant”, “you”, etc...) an Applicant as defined under the FCC/USAC Schools and Libraries Program with a Billed Entity Number of: 17003590

This Sales Order, “Sales Order Terms, Conditions, and Definitions” in conjunction with the “NetDiverse Terms and Conditions” and “NetDiverse E-Rate Terms and Conditions” as found on the NetDiverse website <https://netdiverse.com/e-rate-services/> (“Agreement”) shall govern the relationship of the Parties with respect to the purchase of items listed on this Sales Order or any subsequent purchases.

UPLOADING THIS AGREEMENT TO USAC FOR FUNDING PURPOSES, WITH OR WITHOUT APPLICANT SIGNATURE, IS EXECUTION OF THIS AGREEMENT BY APPLICANT AND ACCEPTANCE OF ALL NetDiverse TERMS & CONDITIONS IN THIS SALES ORDER AND ON THE NetDiverse WEBSITE. IF EDITS ARE MADE TO THIS DOCUMENT OTHER THAN APPLICANT SIGNATURE ROWS FOUND IMMEDIATELY BELOW, THE DOCUMENT WILL BE CONSIDERED INVALID AND NOT EXECUTED.

NetDiverse



Signature

Gary Nieboer

Name

General Manager

Title

3/10/2022

Date

Magnolia Public Schools

Applicant Signature

Name

Title

Date

3/10/2022

NetDiverse Sales Order **20 of 20**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

“TECHNOLOGY” IS OUR MIDDLE NAME

3/10/22

**WE HAVE PREPARED
A PROPOSAL FOR:**

**Magnolia Public Schools
250 E 1St Street STE1500
Los Angeles, CA 90012
213-628-3634**

erate.mps@learningtech.org

**Billed Entity Number: 17003590
FCC Registration Number: 0025215294**

**Contact Information: Tom Wilkerson
twilkers@learningtech.org**

650-598-0105 ext.210

BIDS DUE MARCH 18, 2022 12:00 PM



“TECHNOLOGY” IS OUR MIDDLE NAME



COMPANY DATA

X-act Technology Solutions, Inc.(XTS) has become a leading provider of Network Cabling Services and Fiber installations in California, and concentrating on local cities and businesses has allowed us to be more personal and accessible to our clients. With our Main office in Los Angeles and additional offices in Orange and Ventura Counties we are capable of providing dedicated attention to Our clients through our close proximity and exceptional staff. We value and support the communities we serve and believe this is evident in our dealings and work relationships we have with Governmental Agencies and Private Corporations. We invite you to contact our references as we feel these are an ultimate measure of our service.

X-act Technology Solutions, Inc.(XTS) provides a multitude of Information Technology Services such as:

Network Services
Voice/Data Cabling
Backbone Fiber

I.T. Staffing
Outsourced Help Desk
VoIP Phone Systems

24 x 7 IT Support
Security Cameras
Wide Area Wi-Fi

X-act Technology Solutions, Inc. (XTS), is a provider of Pure IP Voice, IP Telephony, IT Networking, Desktop Computer, Security, Cabling, and Wireless data solutions. We hold a C-10 license for electrical as well as a spin number for E-rate funding. For over a decade **XTS** has served the small-to-medium-size and Enterprise businesses network communications needs, along with educational institutions and government entities in California. We are a proud re-seller of ShoreTel, Cisco Meraki, BerkTek/Leviton, Siemon, Hubbell, Superior Essex/Ortronics, HP and Microsoft certified. We insure that all our technicians are up-to-date on all the latest technology and are certified in a variety of hardware & software applications, this means that you and your staff are always working with a qualified professional.

Office: 1920 Hillhurst ave #1134 Los Angeles, CA 90027 **Contractors License Number 726924 C-10**
Emergency/Primary Contact Ed Coleman (818) 465-6765 Ed@xactts.com CA corporation (2007)
EIN Number 27-1434731 **DIR Number 100008257 SPIN Number 143037537**
3 offices in California 14 Cable Technicians - NO POLICY REGARDING SOURCE CODE



“TECHNOLOGY” IS OUR MIDDLE NAME



MEET OUR STAFF

Direct Qualifications, Experience & Certifications of Proposed Key Team Members

- **Adam Skinner – CEO/Technical Project Manager (818) 465-6760 askinner@xactts.com**
 - Bachelors Degree From DeVry with a Double Major in: Business Administration and Network and Communications Management
 - 15 Years Working in the IT industry
 - 12 Years as CEO of X-act Technology Solutions
 - ShoreTel Certified
 - Microsoft: MCSE
 - VMware: VSP & VTSP
 - CompTIA: Network+ & Security+
 - Cisco: CCENT & CCNA

- **Ed Coleman – COO/ Contract Manager (818) 465-6765 ed@xactts.com**
 - Bachelors Degree From Loyola Marymount University
 - 20+ years Project Management
 - 10 Years COO of X-act Technology Solutions
 - Leviton/Berktek Certified Installer
 - Superior Essex/Ortronics Certified Installer
 - Manages Existing Contracts with City Clients in So Cal.
 - Is Readily Available to Work on any Contract Changes that May Arise.

- **Michael Thompson – Sr. Network Admin (818) 465-6762 mthompson@xactts.com**
 - Bachelors Degree From Fresno State with a Major in: Business Information Systems
 - 12 Years Working in the IT industry
 - 6 years working for X-act Technology Solutions
 - Shoretel Certified
 - Microsoft: MCSE
 - VMware: VTSP
 - CompTIA: A+
 - Cisco: CCENT & CCNA
 - Supported Customers with As many as 400 + Users.



“TECHNOLOGY” IS OUR MIDDLE NAME

MR. DAVID ABRAMIAN
Lead Cable Technician/Electrician
BICSI, LIVE SCANNED

Mr. Abramian runs a crew of 10 Technicians at various projects in and around LA County. His Crews specialize in the installation of all Voice and Data cabling including Cat 3, Cat 5, Cat 6 and Cat 6A. He also specializes in SM and MM Fiber as well in Conduit, Panduit, J-Hooks and Data Closets, including Racks, Patch Panels and Patch Cords. He is a certified electrician and handles all of our C-10 licensing needs. He is Certified Cisco Meraki, Siemon, Hubbell, BerkTek/Leviton and Superior Essex/Ortronics.

MR. ERIC GARCIA
Lead Cable Technician
BICSI, LIVE SCANNED

Mr. Garcia is one of top Cabling Technicians. He leads a crew of 4 installers in the SD area, installing Cat 3,4,5 and 6 cable as well as SM and MM fiber, Server room build outs, new racks, patch cords, Waps, patch panels etc. He is certified in Siemon, Hubbell, BerkTek/Leviton and Superior Essex/Ortronics. He continues his education in new technology and has a Bachelor's of Science from Fresno State University.

MR. DOUG MOORE
Lead Cable Technician
BICSI, LIVE SCANNED

Mr. Moore is one of top Cabling Technicians. He leads a crew of 2 installers in La County, installing Cat 3,4,5 and 6 cable as well as SM and MM fiber, Server room build outs, new racks, patch cords, Waps, patch panels etc. He is certified in Corning, Siemon, Hubbell, BerkTek/Leviton and Superior Essex/Ortronics and continues educational training with various classes that Graybar and others offer.



“TECHNOLOGY” IS OUR MIDDLE NAME

REFERENCES

CITY OF HAWAIIAN GARDENS – HAWAIIAN GARDENS, CA \$1,000,000 / Year

CAT6A Data Cabling, Fiber, Cameras

Customer Established: November 2018 – Current

We installed over 800 CAT6 cable drops and Patch Panels, Fiber, and a ShoreTel Voip phone system for over 100 users. Installed over 100 HD Cameras w/cat 6A cable

Information Technology Manager: Sergio Cueva (562) 884-0421, sergio@hgcity.org



LITTLE LAKE CITY SCHOOL DISTRICT – SANTA FE SPRINGS, CA \$179,000

NEW FIBER for E-rate

Customer Established: November 2019 – Current

XTS is installing new fiber across 8 school sites and the district office.

Director of Technology: Ignacio Mejia (562) 868-8241 x 2253 imejia@llcsd.net



COLLEGE OF THE SEQUIAS – VISALIA, CA \$350,000 / Year

CAT 6 Data Cabling, Access Points, Fiber

Customer Established: Dec 2019 - Current

COS chose XTS to provide over 1080 drops of CAT 6. We also installed Patch Panels, Fiber and Data Cabinets.

Manager, Infrastructure & Security: Greg Meinert (559) 737-6210 gregm@cos.edu



Pleasant Valley School District – CAMARILLO, CA. \$345,000/ Yr

CAT 6 CABLING/ FIBER/AP's for E-rate

Customer Established: Dec 2019 – Current

XTS installed Cat 6 cable for over 1000 Drops. Installed 6 drops in each class room. Installed wireless AP's, Fiber, data racks/ Server room build out.

Technology Manager: Devin Holzer (805) 389-2110 x1151 dholzer@pleasantvalleysd.org



APPLE VALLEY UNIFIED SCHOOL DIST – APPLE VALLEY, CA \$2,000,000 / Year

CAT 6A Data Cabling, Security Cameras

Customer Established: Sept 2020 - Current

AVUSD chose XTS to provide over 1300 drops of CAT 6A. We also installed 676 Avigilon Cameras, Conduit, J hooks, patch cords and Bird Spikes at 15 schools.

Low Voltage Specialist: Larry Batts (760) 247-8001 ext 20626 larry_batts@avusd.org



"TECHNOLOGY" IS OUR MIDDLE NAME

03/5/2022 1:28 AM

Current Status of FRN 0023097793

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC. The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 03/05/2022 at 6:34 AM; it is updated once each business day at about 7 a.m., ET.

DIR

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Expiration Date
X-ACT TECHNOLOGY SOLUTIONS	1000008257	LOS ANGELES	LOS ANGELES	CSLB:726924	Active	06/30/2022

C-10

726924

Business Information

X-ACT TECHNOLOGY SOLUTIONS
1920 HILLHURST AVE #1134
LOS ANGELES, CA 90027
Business Phone Number:(818) 465-6765

Entity Sole Ownership

Issue Date 08/29/1996

Expire Date 08/31/2022

License Status

This license is current and active.



"TECHNOLOGY" IS OUR MIDDLE NAME

SAMPLE TEST RESULTS



Cable ID: CASCADE 1ST FLOOR COMMONS

Test Summary: PASS

Date / Time: 07/09/2014 08:58:57 AM
Headroom 4.3 dB (NEXT 12-45)
Test Limit: TIA Cat 6 Perm. Link
 Cable Type: Cat 6 UTP
 Calibration Date: 02/22/2013

Operator: JH KELLY
 Software Version: 2.7400
 Limits Version: 1.9300
 NVP: 69.0%

Model: DTX-1800
 Main S/N: 2331363
 Remote S/N: 2331364
 Main Adapter: DTX-PLA002
 Remote Adapter: DTX-PLA002

Length (ft), Limit 295	[Pair 45]	199
Prop. Delay (ns), Limit 498	[Pair 36]	319
Delay Skew (ns), Limit 44	[Pair 36]	25
Resistance (ohms)	[Pair 36]	10.4
Insertion Loss Margin (dB)	[Pair 36]	10.6
Frequency (MHz)	[Pair 36]	250.0
Limit (dB)	[Pair 36]	31.1

Worst Case Margin Worst Case Value

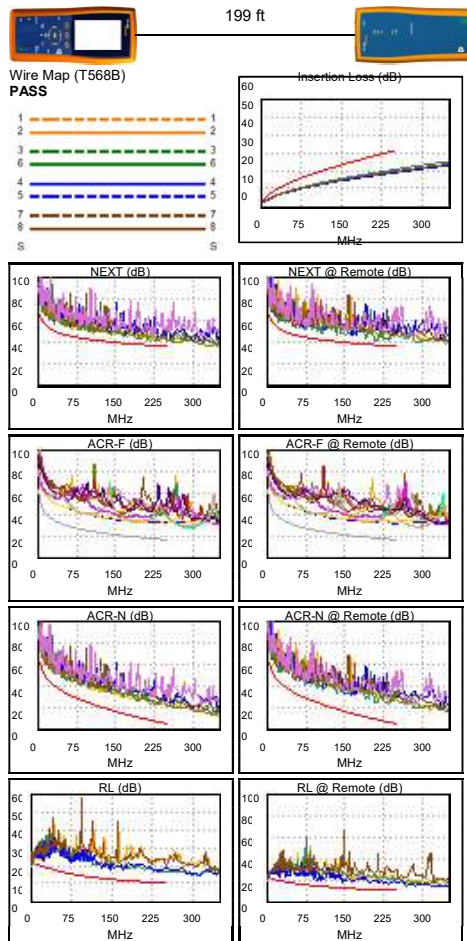
PASS	MAIN	SR	MAIN	SR
Worst Pair	12-45	12-45	36-78	12-45
NEXT (dB)	4.4	4.3	4.5	4.6
Freq. (MHz)	196.5	209.0	250.0	236.5
Limit (dB)	37.1	36.6	35.3	35.7
Worst Pair	12	12	12	12
PS NEXT (dB)	4.4	5.4	4.4	5.4
Freq. (MHz)	235.5	236.0	235.5	236.0
Limit (dB)	33.1	33.1	33.1	33.1

PASS	MAIN	SR	MAIN	SR
Worst Pair	45-78	45-78	78-12	12-78
ACR-F (dB)	13.7	13.6	15.1	14.6
Freq. (MHz)	186.0	187.5	246.0	246.0
Limit (dB)	18.8	18.7	16.4	16.4
Worst Pair	78	78	78	78
PS ACR-F (dB)	14.3	14.8	14.3	14.8
Freq. (MHz)	189.5	177.0	197.5	200.0
Limit (dB)	15.6	16.2	15.3	15.2

N/A	MAIN	SR	MAIN	SR
Worst Pair	12-36	12-45	36-78	12-45
ACR-N (dB)	10.1	8.1	16.1	16.4
Freq. (MHz)	20.0	20.4	250.0	236.5
Limit (dB)	45.2	45.0	4.2	5.6
Worst Pair	36	45	36	12
PS ACR-N (dB)	9.7	9.0	15.3	17.2
Freq. (MHz)	20.1	20.8	249.0	236.0
Limit (dB)	42.7	42.4	1.7	3.0

PASS	MAIN	SR	MAIN	SR
Worst Pair	12	45	36	45
RL (dB)	2.9	3.4	5.9	5.4
Freq. (MHz)	20.9	23.0	245.0	235.5
Limit (dB)	19.4	19.2	10.1	10.3

Compliant Network Standards:
 10BASE-T 100BASE-TX 100BASE-T4
 1000BASE-T ATM-25 ATM-51
 ATM-155 100VG-AnyLan TR-4
 TR-16 Active TR-16 Passive



Project: JHK LVSD WIFI PROJECT
 Untitled1

Site: LVSD



“TECHNOLOGY” IS OUR MIDDLE NAME

SOW

Project Overview:

- o MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors.
- o MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs.
- o MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs.

Internal Connections – Excluding Firewalls

Project Overview:

- o MSA-SA – Four Aruba Switches w/licenses, four SFP+ transceivers per switch.
- o MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses.
- o MSA-2 – Two outdoor AP

Basic Maintenance of Internal Connections

Project Overview:

- o MSA-SA – Four Aruba Switch licenses
- o MSA-1 – Eight indoor and four outdoor WAP licenses. Four Aruba Switch licenses, eighteen WAP licenses.
- o MSA-2 – Two outdoor AP licenses





[®] Hubbell Premise Wiring

Division of HUBBELL INCORPORATED (Delaware)

•

X-act Technology Solutions
Of

Los Angeles, California

is a Certified Installer Company for the Hubbell Premise Wiring

MISSION CRITICAL[®] Program

Certified Since 2019



Michael R. O'Connor, RCDD/INTS, CSI
Senior Director – Premise Wiring Business Unit

March 3, 2021

Expires March 3, 2023



Certified experts. Guaranteed results.

CERTIFIED INTEGRATOR

X-act Technology Solutions, Inc., Inc.

1920 Hillhurst Ave. Suite 1134, Los Angeles, CA, 90027

is authorized to register and install Structured Cabling Systems under the terms and conditions of Berk-Tek's Open Architecture Systems Interconnection Solutions (OASIS) Program.

CERTIFICATE VALID:
1/1/20 through 12/31/22
CERTIFICATION NUMBER:
OASIS4792

Berk-Tek[®]
A N E X A N S C O M P A N Y

Heather M. Zynn

Heather M. Zynn
CONTRACTOR PROGRAMS MANAGER

Certificate of Acknowledgement

Presented by The Siemon Company

This acknowledges that

X-act Technology Solutions, Inc.

Of

Los Angeles, CA

meets the requirements of a Siemon Registered Installer and is authorized to provide a 15 year product warranty on Siemon connecting hardware.

Date of Issue: November 6, 2019



Regional Training Manager



Certificate of Partnership

Fiscal Year 2022

X-ACT TECHNOLOGY SOLUTIONS,
INC

UNITED STATES

is an approved member of the HPE Partner Ready Program and qualifies as a Aruba Business Partner.



Jim Harold

Vice President
North America Aruba Channel



a Hewlett Packard
Enterprise company

REQUEST FOR PROPOSALS
Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

For the Vendor:

Ed Coleman

Signature

ED COLEMAN COO X-ACT TECHNOLOGY SOLUTIONS, INC.

Printed Name and Title Vendor Name

3/12/22 143037537 CAT 2

Date SPIN Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section **B.1-3**
 B.1 -B.3 Category 2, Internal Connections
 (for clarity, please provide name of section as well)

For the Applicant:
 If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.

Authorized Signature	Printed Name
Signature	Date
Name	Title
Printed Name	Title

Additional Category 2 Provisions

(Vendor Signature Required)

As described in the Request For Proposals [RFP] for “Applicant” (noted below) for E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 - 6/30/2023, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant’s local procurement rules, Applicant’s State’s procurement regulations, and the E-Rate program rules.

Vendor will provide the completed USAC standard upload template for contracted products/services (available here: <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>), ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated.

Applicant reserves the right to:

- 1) Not proceed with contracted products/services unless approved by Applicant Board
- 2) Not proceed with contracted products/services unless E-Rate funding is approved
- 3) Not proceed with contracted products/services if E-Rate funding is lower than requested
- 4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
- 5) Optionally proceed with contracted products/services with ‘same functionality’ products as needed (service substitution)

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will show the following: Vendor’s SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year, even if Applicant authorizes early implementation.*

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where


Magnolia Public Schools
 FY2022 E-Rate Request for Proposals

necessary (such as due to “product end of life” situations caused by the delay). Labor rates, where applicable, will not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay. Additionally, Applicant has the right to conduct acceptance procedures such as equipment testing or a walk through before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

Contract expiration date is explicitly 9/30/2023 for Internal Connections and 6/30/2023 for Basic Maintenance of Internal Connections. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL or as needed for Applicant convenience.

Vendors providing installation services will provide detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, test results.

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	Vendor
Name of Organization	Magnolia Public Schools	X-ACT TECHNOLOGY SOLUTIONS, INC
E-Rate ID	BEN: 17003590	SPIN: 143037537
Establishing Form 470	# 220007873	
Address	250 East 1 st Street, Suite 1500	1920 HILLHURST AVE #1134
Address	Los Angeles, CA 90012	LOS ANGELES, CA 90027
Phone	213-628-3634	818 465-6765
Authorized Signer Name		ED COLEMAN
Authorized Signer Title		COO
Authorized Signer Email		ED@XACTTS.COM
Signature		
Date		3/12/22

REQUEST FOR PROPOSALS
Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

For the Vendor:

Ed Coleman

Signature

ED COLEMAN COO X-ACT TECHNOLOGY SOLUTIONS, INC.

Printed Name and Title Vendor Name

3/12/22 143037537 CAT 2

Date SPIN Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section **B.1-3**
 B.1 -B.3 Category 2, Internal Connections
 (for clarity, please provide name of section as well)

For the Applicant:

If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.

Authorized Signature	Date
Signature	Date
Name	Title
Printed Name	Title

Groups

Conversations Search conversations within er...



New conversation

- My groups
- Recent groups
- All groups
- Favorite groups
- Starred conversations

erate.mps

- Conversations 99+
- Members
- About
- My membership settings

You may add, subtract, and change the quantities and products/services included in this solution by emailing or calling

Once you've completed your evaluations and selected NetDiverse as your Service Provider, you may begin to submit y

If you have any questions, would like to change anything on the attached order, or need assistance filing your Form 47

We look forward to working with you.

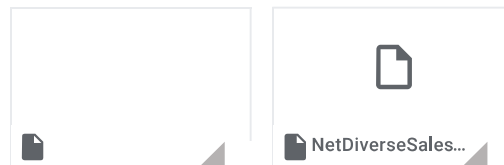
Thanks,

Gary Nieboer

P.S. NetDiverse and our affiliated companies are able to provide a variety of solutions including Cisco, Cisco HPE-Aruba, Cambium, Ubiquiti, and others. We can also provide custom cabling systems solutions. If you wo discuss customized cabling solutions, please call us and we can discuss alternative solutions.



...



Tom Wilkerson <twilkers@learningtech.org> to NetDiverse E-Rate, Magnolia Public Schools

Thanks Gary for the quick response.

Tom Wilkerson Senior E-Rate Consultant T: 650-598-0105 ext 210 F: 866-801-8667 www.learningtech.org

FY2022 FCC Form 471 application filing window will open on Wednesday, January 12, 2022, and will close on Tuesday, March 2 E-Rate does not get sick, take days off or vacations.

On Mar 11, 2022, at 4:56 PM, Gary Nieboer <netdiverse-crm@netdiverse.com> wrote:

Tom,

Thank you for your email.

I reviewed our automated response to your Form 470 and the RFP. The products you requested (mostly Aruba) were not

I do not believe our solution aligns well with the district's needs, so we will just rescind our offer so you do not need to cc

Thanks,

Gary

Sent by NetDiverse using Odoo.

REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date 143027209
shown on the associated Form 470.

*Submit **PROPOSALS**, including **Signature Page** and **Pricing Form** by email¹ to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **PROPOSALS** is **12pm PST,**
28 calendar days from the Certified Date
shown on the associated Form 470.

OPTIONAL Vendor Walk Through

Date and time to be announced via RFP amendment

MSA-SA 2840 W. 1st Street, Santa Ana, CA 92703
MSA-1 18238 Sherman Way, Reseda, CA 91335
MSA-2 17125 Victory Blvd., Van Nuys, CA 91406

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

PART 2 – SPECIFIC INFORMATION

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

PLEASE NOTE (per <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>):

Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, 1 school in San Diego, and no annexes. MPS applies for E Rate as a “charter district.”

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter;

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
 - MSA-5 Los Lobos (colocated with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Entities/Sites

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
2	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
3	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
4	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
5	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	Magnolia Science Academy Los Lobos (MSA-5) 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda w/ CED of 12/5/22)	16056860
7	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
10	Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	Magnolia Science Academy Palms (MSA-6) 1512 Arlington Ave Los Angeles, CA 90019	16056861

B. Products And Services Sought

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 2 (Internal Connections, MIBS, BMIC)

For reference, a typical school network will have the following:

- a. One MDF per entity, ideally located at the Minimum Point of Entry [MPOE], plus multiple IDFs
- b. MDF to contain: router (if needed), firewall, switches, patch panels , appropriately sized UPS
- c. IDFs to contain: patch panel, switches, appropriately sized UPS
- d. All IDF and MDF equipment will be mounted on standard 19-inch racks

Magnolia Public Schools
 FY2022 E-Rate Request for Proposals

B.1 Category 2, Internal Connections – Cabling

Internal Connections – Cabling Projects						
Project Overview:						
<ul style="list-style-type: none"> ○ MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors. ○ MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs. ○ MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs. 						
Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1 MSA-2	Antennas, connectors, and related components Connectors	This Type of Internal Connection is relevant for cabling projects (e.g., faceplates, conduit, j-hooks, mounting hardware) Parts and installation as needed to ensure a complete and working solution based on the specifications provided.	Any	Any	2100	Yes / Yes
MSA-SA	Cabling Cabling	Fiber Cabling 5 runs, 800 feet, 12 strands/run 50/125 µm 10 Gbps-rated multimode w/LC connectors On all strands	Any	Any	800	Yes / Yes
MSA-1	Cabling Cabling	Copper Cabling 22 drops, 9600 feet At least CAT6 or better	Any	Any	9600	Yes / Yes
MSA-2	Cabling Cabling	Copper Cabling 2 drops, 400 feet At least CAT6 or better	Any	Any	400	Yes / Yes

Other Technical Specifications:

- General Specs
 - Bid should include all components needed to make system operational
 - Parts, installation, and activation required
 - All wiring, including patch panels and face plates, must be labeled on both ends and tested, with wiring maps supplied. Copper and fiber test results and wire maps are to be supplied to the Applicant in electronic format (in source form, preferably Visio)
 - All necessary racks, cabinets, patch panels, patch cables, raceways, surface mount boxes, junction boxes, and similar items needed for a complete and working system should be included in cabling bids
 - All runs should be properly terminated at both patch panels and wall plates, unless otherwise indicated
 - Bids to include removal and disposal of old wiring (separate subtotal)

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- Copper Specs
 - All copper cable should be CAT6 or better, except when supplementing existing, properly installed CAT5e with additional runs, in which case CAT5e may be used
 - Where required by applicable codes, plenum cable shall be used
 - Each classroom should have 1 (or 2) Power over Ethernet [PoE] port(s) at ceiling level to run wireless access point(s). Larger rooms (e.g., gym, multipurpose room, school library) *may* need more than one access point for adequate coverage; coverage is defined by both the ability of the AP to give radio signal strength to a given area and the AP's ability to handle the number of simultaneous connections anticipated for a given area. (WAP specifications are detailed below.)
 - Other drops should be located near A/C power outlets available for end-user equipment
 - All new runs over 100 meters or between buildings or from MDF to IDFs should normally use fiber optic cable, minimum spec 12-strand 50/125 μm multimode fiber, rated at 10 Gbps, with LC-type terminations on all strands
 - All copper wiring must be in compliance with TIA/EIA 568/569-D standards. (This is not to be confused with T568A and T568B termination punch order standards.)

Other Specifications:

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

Magnolia Public Schools
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B.2 Category 2, Internal Connections – Network Components (excluding firewalls)

Internal Connections – Excluding Firewalls						
Project Overview:						
<ul style="list-style-type: none"> ○ MSA-SA – Four Aruba Switches w/licenses, four SFP+ transceivers per switch. ○ MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses. ○ MSA-2 – Two outdoor AP 						
Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1	Antennas, connectors, and related components Transceiver	SFP+ Module (10 Gbps) with LC connectors Multi-mode	Any	Any	32	Yes / Yes
MSA-SA (4) MSA-1 (4) MSA-2 (1)	Switches Switch	Ports: 48 Ethernet (RJ-45 10/100/1000 ports) 4 Fiber (SFP+ port 10 Gbps) 48 ports PoE+-capable Layer 2 QoS Managed	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP Access Point	Supports at least 40 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	30	Yes / Yes
MSA-2	WAP Access Point	Outdoor AP Supports at least 250 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	2	Yes / Yes
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Technical Specifications:

- Bid should include all power adapters or other components needed to make system operational

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Other Specifications:

- Include line-item costs in proposal for: product, shipping, installation, configuration
 - Installation to be performed by vendor
 - Configuration to be performed by vendor
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation §54.514 **Payment for discounted service**
- **NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470**

Magnolia Public Schools
 FY2022 E-Rate Request for Proposals

B.3 Category 2, Basic Maintenance of Internal Connections

Basic Maintenance of Internal Connections						
Project Overview:						
<ul style="list-style-type: none"> ○ MSA-SA – Four Aruba Switch licenses ○ MSA-1 – Eight indoor and four outdoor WAP licenses. Four Aruba Switch licenses, eighteen WAP licenses. ○ MSA-2 – Two outdoor AP licenses 						
Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Specifications:

- Include line item costs in proposal for: product, shipping, installation, configuration
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 6/30, with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**
- NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470.

C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (☑) apply.

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.²

- A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**
Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*. Attendance is **mandatory**.³

Sign-in and a printed business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

² In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

³ In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form for new services
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

Magnolia Public Schools
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Criterion	Weight
Cost of eligible products and services ⁴ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁵	24%
Low cost of <i>ineligible</i> products and services ⁶ during <i>initial</i> contract term	19%
Contract terms and conditions ⁷	9%
Extent to which a single-provider, turnkey solution is provided ⁸	9%
Vendor qualifications ⁹	7%
Quality of proposal documentation ¹⁰	7%
Total	100.00%

E. OTHER SPECIFICS

No additional specifications are available.

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁵ For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

⁶ Such as firewall services or bid bonds.

⁷ Among other considerations: Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections. Flexibility to not proceed at all, or reduce project scope, contingent on E-Rate funding, etc.

⁸ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.

⁹ Factors to be considered include: technical credentials, staff certifications, industry experience, references, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

¹⁰ Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP). The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

REQUEST FOR PROPOSALS
Proposal Signature Page



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220007873 (Nickname: mps_y25_470_c2)

For the Vendor:		
Signature		
Abdiel Montes	GigaKOM	
Printed Name and Title	Vendor Name	143027209
03/14/2022	143027209	
Date	SPIN	Pricing Form
Reference # (if using online form)		
c2_20220214		
This proposal is submitted in response to SPECIFIC INFORMATION , section B.1,2,3		
_____.		
(for clarity, please provide name of section as well)		

For the Applicant:	
If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.	
Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

Additional Category 2 Provisions
(Vendor Signature Required)

As described in the Request For Proposals [RFP] for “Applicant” (noted below) for E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 - 6/30/2023, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant’s local procurement rules, Applicant’s State’s procurement regulations, and the E-Rate program rules.

Vendor will provide the completed USAC standard upload template for contracted products/services (available here: <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>), ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated.

Applicant reserves the right to:

- 1) Not proceed with contracted products/services unless approved by Applicant Board
- 2) Not proceed with contracted products/services unless E-Rate funding is approved
- 3) Not proceed with contracted products/services if E-Rate funding is lower than requested
- 4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
- 5) Optionally proceed with contracted products/services with ‘same functionality’ products as needed (service substitution)

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will show the following: Vendor’s SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year*, even if Applicant authorizes early implementation.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where

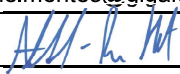
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necessary (such as due to “product end of life” situations caused by the delay). Labor rates, where applicable, will not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay. Additionally, Applicant has the right to conduct acceptance procedures such as equipment testing or a walk through before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

Contract expiration date is explicitly 9/30/2023 for Internal Connections and 6/30/2023 for Basic Maintenance of Internal Connections. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL or as needed for Applicant convenience.

Vendors providing installation services will provide detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, test results.

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	Vendor
Name of Organization	Magnolia Public Schools	
E-Rate ID	BEN: 17003590	SPIN: 143027209
Establishing Form 470	# 220007873	
Address	250 East 1 st Street, Suite 1500	9245 Activity Road, St 105
Address	Los Angeles, CA 90012	San Diego, CA 92126
Phone	213-628-3634	213-289-3061
Authorized Signer Name		Abdiel Montes
Authorized Signer Title		Account Manager
Authorized Signer Email		abdielmontes@gigakom.com
Signature		
Date		03/14/2022