

Agenda Item:	IV B: Action Item
Date:	March 14, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Rasul Monoshev, Director of Technology
RE:	Approval of Charter Spectrum & Digital Synergy for E-Rate Eligible Equipment & Services

1. **Action Proposed:**

I move that the Board approve Charter Spectrum and Digital Synergy E-Rate Request for Proposal posting for eligible equipment and services.

2. **Breakdown Analysis:**

Category 1 Charter Spectrum

- 10 GBps Internet service (\$5280.00/monthly) for Magnolia Science Academy (MSA)-8
- 5 GBps Internet services(\$2,530.00/monthly) for MSA-3 and MSA-4
- 5 GBps Internet services(\$4043.49/monthly) for MSA-San Diego
- Note: All other sites including the Home Office are continuing multiyear contracts.

Category 2 Digital Synergy

- Cabling
 - MSA-1 and MSA-5 Construction sites and MSA-Santa Ana and MSA-San Diego cabling - \$112,286.39 One Time
- Equipment
 - MSA-1 and MSA-5 Construction sites and MSA-Santa Ana and MSA-San Diego Cabling - \$204,735.23 One Time
- The discount on eligible cost is 80% so all sites approximate out of pocket total cost for cabling and equipment will be \$69,039.19 if the grant is approved.

3. **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 FY2024 is expected to be 80% for

Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling).

For planning phase, we've reached out to all IT managers if their site needs any maintenance during the 2023 summer break as a preparation for the upcoming school year. After, we planned the requirements with MSA-1, 5, MSA San Diego 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 470 (#240001121 for cabling and equipment and #2400001120 for internet) and associated RFP to initiate an open and fair competitive bidding process. The milestones and important due date is listed below:

- 01/29/24 – Form 470 and RFP for E-Rate eligible equipment and services for all schools was released with proposal due date of 03/04/22. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- On 02/15/24 – We released RFP Amendment to answer detailed vendor questions about our requirements and also opening for site walkthroughs.
- 03/04/24– Proposals were due.
- 03/17/24– 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.
- 03/27/24 – 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%
Functionality/completeness/specifications of proposed solution ¹	24%
UNIT price of eligible products and services during initial contract term	13%
Low cost of ineligible products and services during initial contract term	12%
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	4%
Contract terms and conditions ²	4%
Projected implementation timeline based on prior performance	10%
Low cost of ineligible products and services ³ during initial contract term	10%

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.

Factor	Weight
Extent to which a single-provider, turnkey solution is provided ⁴	4%
Quality of proposal documentation	4%
Total	100.00%

We received bid for:

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

Category 2: From Digital Synergy, GigaKom, and Cytranet for the MSA-1, 5, San Diego, and Santa Ana cabling and equipment needs. Digital Synergy won the bidding process as a winning bid and was recommended for approval.

4. **Budget Implications:**

- No budget implications at this point as we are submitting it to get the E-rate grant
- The internet service and the RFPed technology needs are being budgeted for 2024-25 fiscal year -- internet service for all sites and cabling, networking equipment for MSA-1, MSA-5 construction sites, MSA – San Diego, and MSA - Santa Ana.

5. **Exhibits:**

- Bid Evaluation Matrix
- MPS Released RFP and the Amendments
- Bids from Vendors for Category 1 and 2



SCORED BID EVALUATION MATRIX

Bid Evaluation Matrix				BEN		Magnaolia Public Schools							CATEGORY 2 SERVICES		CATEGORY 2 SERVICES		
240001121				17003590		© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.											
Applicant requires Fiber and Copper cabling along with Switches and Wireless Access Points to replace aging equipment.						Bidders:											
Discount Percent for Category 2				80%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.							(This section is automatically Calculated)				
						Vendors' Scores							Vendors' Ratings				
1-time Non-recurring Costs				ELIGIBLE 1-time		\$ 112,286.39 \$ 386,322.60 \$ - \$ - \$ - \$ - \$ -											
1-time Non-recurring Costs				NOT eligible 1-time		\$ - \$ - \$ - \$ - \$ - \$ - \$ -											
1-time Non-recurring Costs				Total 1-time Cost		\$ 112,286.39 \$ 386,322.60 \$ - \$ - \$ - \$ - \$ -											
Monthly Costs				ELIGIBLE Monthly Recurring													
Monthly Costs				NOT eligible Monthly Recurring													
Monthly Costs				Total Monthly Recurring		\$ - \$ - \$ - \$ - \$ - \$ - \$ -											
1st Year Costs				TOTAL 1st year Costs		\$ 112,286.39 \$ 386,322.60 \$ - \$ - \$ - \$ - \$ -											
1st Year Costs				Total 1st year NOT eligible Costs		\$ - \$ - \$ - \$ - \$ - \$ - \$ -											
1st Year Costs				Total 1st year ELIGIBLE Services		\$ 112,286.39 \$ 386,322.60 \$ - \$ - \$ - \$ - \$ -											
Least 1st year Cost of Eligible Services				\$ 112,286.39													

Bid Evaluation Matrix			BEN	Magnolia Public Schools	CATEGORY 2 SERVICES								CATEGORY 2 SERVICES							
240001121			17003590	© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.																
Applicant requires Fiber and Copper cabling along with Switches and Wireless Access Points to replace aging equipment.																				
Discount Percent for Category 2			80%	Bidders: SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.												(This section is automatically Calculated)				
				Vendors' Scores								Vendors' Ratings								
				DSC								GigaKOM								
1-time Non-recurring Costs				\$ 204,735.23								\$ 335,924.42								
1-time Non-recurring Costs				\$ 5,634.87								\$ -								
1-time Non-recurring Costs				\$ 210,370.10								\$ 335,924.42								
Monthly Costs				\$ -								\$ -								
Monthly Costs				\$ -								\$ -								
1st Year Costs				\$ -								\$ -								
1st Year Costs				\$ 210,370.10								\$ 335,924.42								
1st Year Costs				\$ 204,735.23								\$ 335,924.42								
1st Year Costs				\$ -								\$ -								
Least 1st year Cost of Eligible Services			\$ 204,735.23																	

Bid Evaluation Matrix				BEN	Magnolia Public Schools				CATEGORY 2 SERVICES
240001121				17003590	© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational use.				
Applicant requires Fiber and Copper cabling along with Switches and Wireless Access Points to replace aging equipment.					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	GigaKOM	DSC	GigaKOM	
1-time Non-recurring Costs				ELIGIBLE 1-time	\$ 317,021.61	\$ 722,247.02			
1-time Non-recurring Costs				NOT eligible 1-time	\$ 5,634.87	\$ -			
1-time Non-recurring Costs				Total 1-time Cost	\$ 322,656.48	\$ 722,247.02			
Monthly Costs				ELIGIBLE Monthly Recurring					
Monthly Costs				NOT eligible Monthly Recurring					
Monthly Costs				Total Monthly Recurring	\$ -	\$ -			
1st Year Costs				TOTAL 1st year Costs	\$ 322,656.48	\$ 722,247.02			
1st Year Costs				Total 1st year NOT eligible Costs	\$ 5,634.87	\$ -			
1st Year Costs				Total 1st year ELIGIBLE Services	\$ 317,021.61	\$ 722,247.02			
Least 1st year Cost of Eligible Services				\$ 317,021.61					
					Contract Term in MONTHS	15	15		
					TOTAL CONTRACT Eligible Cost	\$ 317,021.61	\$ 722,247.02		
Least CONTRACT Cost of Eligible Services				\$ 317,021.61					
Evaluation Criterion				Weight					
For INTERNAL Reference ONLY				vs 1st year	5.00	2.19			
Price of eligible products and services during initial contract term				25%	5.00	2.19	1.25	0.55	
Comments						Includes \$83K contingency			
Functionality/completeness/specifications of proposed solution				24%	5	5	1.20	1.20	
Manufacturer					Aruba/Ruckus	Aruba			
Comments									
UNIT price of eligible products and services during initial contract term				13%	5	4	0.65	0.52	
Comments				114 (25 switches, 18 outdoor Aps, 71	\$ 2,780.89	\$ 6,335.50			
Low cost of in eligible products and services during initial contract term				12%	4	5	0.48	0.60	
Comments									
Projected implementation timeline based on prior performance				10%	5	5	0.50	0.50	
Comments									
Vendor qualifications				4%	5	5	0.20	0.20	
Vendor's prior performance				select from vendor list tab	\$ 15,107	\$ 6,604,359			
Comments									
Contract terms and conditions				4%	5	5	0.20	0.20	
Comments									
Extent to which a single-provider, turnkey solution is provided				4%	5	5	0.20	0.20	
Comments									
Quality of proposal documentation				4%	5	5	0.20	0.20	
Comments					Pricing Form & pdf quote match	Pricing Form & pdf quote match			
Total				100%			4.88	4.17	
Comments					Final Rankings (1,2,3)		Final Rankings (1,2,3)		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating				14.6%	1	2	1	2	

Bid Evaluation Matrix			Magnaolia Public Schools						
240001120			CATEGORY 1 SERV CATEGORY 1 SERVICES						
5 Gbps DIA for MSA-3, MSA-4, MSA-SD.			© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other r						
Discount Percent for Category 1			80%						
Current Services: Charter for MSA3 (5G, \$2300), MSA4 (5g, \$2300), MSA-SD (10G, \$53,675.90), Bell (10G, \$4800)			Bidders: SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow (This section is automatically Calculated)						
			Vendors' Scores				Vendors' Ratings		
			MSA3						
			AT&T (CALNET)	Charter	Cogent	Charter (Invoice)	AT&T (CALNET)	Charter	Cogent
			Charter (Invoice)						
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	\$ 4,265.88	\$ -	\$ -	\$ 2,530.00				
Monthly Costs	NOT eligible Monthly Recurring	\$ -	\$ -	\$ -	\$ -				
Monthly Costs	Total Monthly Recurring	\$ 4,265.88	\$ -	\$ -	\$ 2,530.00				
1st Year Costs	TOTAL 1st year Costs	\$ 51,190.52	\$ -	\$ -	\$ 30,360.00				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 51,190.52	\$ -	\$ -	\$ 30,360.00				
Least 1st year Cost of Eligible Services			\$ 30,360.00						
Contract Term in MONTHS			12	12	12	12			
Least CONTRACT Cost of Eligible Services			\$ 51,190.52	\$ -	\$ -	\$ 30,360.00			
Evaluation Criterion			Weight						
For INTERNAL Reference ONLY			vs 1st year						
Price of Eligible products and services during initial contract term			2.97	0.00	0.00	5.00			
Comments			2.97	0.00	0.00	5.00	0.74	0.00	0.00
Functionality/completeness/specifications of proposed solution			24%						
Comments			5			5	1.20	0.00	0.00
UNIT price of eligible products and services during initial contract term			13%						
5000			\$/Mbps/mo	\$ 0.85	\$ -	\$ -	\$ 0.51		
Comments									
Low cost of in eligible products and services during initial contract term			12%						
Comments			5			5	0.60	0.00	0.00
Projected implementation timeline based on prior performance			10%						
Comments			5			5	0.50	0.00	0.00
Vendor qualifications			4%						
Vendor's prior performance			select from vendor list tab	\$ 76,622,595	\$ 86,574,243	\$ 1,236,755	\$ 86,574,243		
Comments									
Contract terms and conditions			4%						
Comments			5			5	0.20	0.00	0.00
Extent to which a single-provider, turnkey solution is provided			4%						
Comments			5			5	0.20	0.00	0.00
Quality of proposal documentation			4%						
Comments			5			5	0.20	0.00	0.00
Total			100%						
Comments							4.36	0.00	0.00
			Final Rankings (1,2,3)				Final Rankings (1,2,3)		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating			12.8%	2	3	3	1	2	3

Bid Evaluation Matrix		Magnolia Public Schools							
240001120		CATEGORY 1 SER\ CATEGORY 1 SERVICES							
5 Gbps DIA for MSA-3, MSA-4, MSA-SD.		© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other							
17003590		Bidders:							
Discount Percent for Category 1		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yel (This section is automatically Calculated)							
80%		Vendors' Ratings							
Current Services: Charter for MSA3 (5G, \$2300), MSA4 (5g, \$2300), MSA-SD (10G, \$53,675.90), Bell (10G, \$4800)		Vendors' Scores							
		AT&T (CALNET)	Charter	Cogent	Charter Invoice	AT&T (CALNET)	Charter	Cogent	Charter Invoice
1-time Non-recurring Costs	EUGIBLE 1-time	\$ -	\$ -	\$ -	\$ -				
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -	\$ -	\$ -				
1-time Non-recurring Costs	Total 1-time Costs	\$ -	\$ -	\$ -	\$ -				
Monthly Costs	EUGIBLE Monthly Recurring	\$ 4,265.88	\$ -	\$ -	\$ 2,530.00				
Monthly Costs	NOT eligible Monthly Recurring	\$ -	\$ -	\$ -	\$ -				
Monthly Costs	Total Monthly Recurring	\$ 4,265.88	\$ -	\$ -	\$ 2,530.00				
1st Year Costs	TOTAL 1st year Costs	\$ 51,190.52	\$ -	\$ -	\$ 30,360.00				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year EUGIBLE Services	\$ 51,190.52	\$ -	\$ -	\$ 30,360.00				
Least 1st year Cost of Eligible Services		\$ 30,360.00							
Contract Term in MONTHS		12	12	12	12				
TOTAL CONTRACT Eligible Cost		\$ 51,190.52	\$ -	\$ -	\$ 30,360.00				
Least CONTRACT Cost of Eligible Services		\$ 30,360.00							
Evaluation Criterion		Weight							
For INTERNAL Reference ONLY		vs 1st year	2.97	0.00	0.00	5.00			
Price of Eligible products and services during initial contract term		25%	2.97	0.00	0.00	5.00	0.74	0.00	0.00
Comments			All other sites do not require Special Construction.	No bid on MTM term	No bid on MTM term				
Functionality/completeness/specifications of proposed solution		24%	5	0	0	5	1.20	0.00	0.00
Comments									
UNIT price of eligible products and services during initial contract term		13%	4	0	0	5	0.52	0.00	0.00
5000		\$/Mbps/mo	\$ 0.85	\$ -	\$ -	\$ 0.51			
Comments									
Low cost of in eligible products and services during initial contract term		12%	5	0	0	5	0.60	0.00	0.00
Comments									
Projected implementation timeline based on prior performance		10%	5	0	0	5	0.50	0.00	0.00
Comments			Target 7/1/2024 MSA4						
Vendor qualifications		4%	5	0	0	5	0.20	0.00	0.00
Vendor's prior IT		select from vendor list tab	\$ 76,622,595	\$ 86,574,243	\$ 1,236,755	\$ 86,574,243			
Comments									
Contract terms and conditions		4%	5	0	0	5	0.20	0.00	0.00
Comments			Month to Month and 12 Month pricing are CalNet Next Gen Rates	Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"). Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request.	Does not participate in CTF program				
Extent to which a single-provider, turnkey solution is provided		4%	5	0	0	5	0.20	0.00	0.00
Comments				No bid on MTM term	No bid on MTM term				
Quality of proposal documentation		4%	5	0	0	5	0.20	0.00	0.00
Comments					Prices quoted herein are (i) valid until the Expiration Date set forth above 2/21/2024				
Total		100%					4.36	0.00	0.00
Comments									5.00
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating		12.8%	Final Rankings (1,2,3)			Final Rankings (1,2,3)			
			2	3	3	1	2	3	1

Bid Evaluation Matrix			Magnolia Public Schools CATEGORY 1 SERV CATEGORY 1 SERVICES						
240001120		17003590	© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.						
10 Gbps DIA for Bell			Bidders: SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow cells (This section is automatically Calculated)						
Discount Percent for Category 1		80%	Vendors' Scores						
Current Services: Charter for MSA3 (5G, \$2300), MSA4 (5g, \$2300), MSA-SD (10G, \$\$3,675.90), Bell (10G, \$4800)			MSA8				Vendors' Ratings		
			AT&T (CALNET)	Charter	Cogent	Charter Invoice	AT&T (CALNET)	Charter	Cogent
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 23,048.36	\$ -	\$ -	\$ -	\$ -			
1-time Non-recurring Costs	NOT eligible 1-time	\$ 23,048.36	\$ -	\$ -	\$ -	\$ -			
1-time Non-recurring Costs	Total 1-time Cost	\$ 23,048.36	\$ -	\$ -	\$ -	\$ -			
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 6,248.20	\$ -	\$ -	\$ -	\$ 5,280.00			
Monthly Costs	NOT eligible Monthly Recurring	\$ 6,248.20	\$ -	\$ -	\$ -	\$ 5,280.00			
Monthly Costs	Total Monthly Recurring	\$ 6,248.20	\$ -	\$ -	\$ -	\$ 5,280.00			
1st Year Costs	TOTAL 1st year Costs	\$ 98,026.73	\$ -	\$ -	\$ -	\$ 63,360.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ 98,026.73	\$ -	\$ -	\$ -	\$ 63,360.00			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 98,026.73	\$ -	\$ -	\$ -	\$ 63,360.00			
Least 1st year Cost of Eligible Services		\$ 63,360.00							
Contract Term in MONTHS		12	12	12	12	12			
TOTAL CONTRACT Eligible Cost		\$ 98,026.73	\$ -	\$ -	\$ -	\$ 63,360.00			
Least CONTRACT Cost of Eligible Services		\$ 63,360.00							
Evaluation Criterion			Weight						
For INTERNAL Reference ONLY			vs 1st year						
Price of Eligible products and services during initial contract term		25%	3.23	0.00	0.00	5.00	0.81	0.00	0.00
Comments			All other sites do not require Special Construction.	No bid on MTM term	No bid on MTM term				
Functionality/completeness/specifications of proposed solution		24%	5	0	0	5	1.20	0.00	0.00
Comments									
UNIT price of eligible products and services during initial contract term		13%	4	0	0	5	0.52	0.00	0.00
10000		\$/Mbps/mo	\$ 0.62	\$ -	\$ -	\$ 0.53			
Comments									
Low cost of in eligible products and services during initial contract term		12%	5	0	0	5	0.60	0.00	0.00
Comments									
Projected implementation timeline based on prior performance		10%	5	0	0	5	0.50	0.00	0.00
Comments			Target 7/14/2024						
Vendor qualifications		4%	5	0	0	5	0.20	0.00	0.00
Vendor's prior performance		select from vendor list tab	\$ 76,622,595	\$ 86,574,243	\$ 1,236,755	\$ 86,574,243			
Comments									
Contract terms and conditions		4%	5	0	0	5	0.20	0.00	0.00
Comments			Month to Month and 12 Month pricing are CalNet Next Gen Rates	Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"). Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's	Does not participate in CTF program				
Extent to which a single-provider, turnkey solution is provided		4%	5	0	0	5	0.20	0.00	0.00
Comments				No bid on MTM term	No bid on MTM term				
Quality of proposal documentation		4%	5	0	0	5	0.20	0.00	0.00
Comments					Prices quoted herein are (i) valid until the Expiration Date set forth above 2/21/2024				
Total		100%					4.43	0.00	0.00
Comments			Final Rankings (1,2,3)				Final Rankings (1,2,3)		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating		11.4%	2	3	3	1	2	3	3


Bid Evaluation Matrix			Magnolia Public Schools		CATEGORY 1 SERV CATEGORY 1 SERVICES						
240001120			17003590		© 2009-2024 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other r						
10 Gbps DIA for MSA-SD.											
Discount Percent for Category 1			80%		Bidders:						
			SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yello (This section is automatically Calculated)								
Current Services: Charter for MSA3 (5G, \$2300), MSA4 (5g, \$2300), MSA-SD (10G, \$53,675.90), Bell (10G, \$4800)			Vendors' Scores				Vendors' Ratings				
			MSA SD								
			AT&T (CALNET)	Charter	Cogent	Charter Invoice	AT&T (CALNET)	Charter	Cogent	Charter Invoice	
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	\$ 6,248.20	\$ -	\$ -	\$ 4,043.49						
Monthly Costs	NOT eligible Monthly Recurring	\$ -	\$ -	\$ -	\$ -						
Monthly Costs	Total Monthly Recurring	\$ 6,248.20	\$ -	\$ -	\$ 4,043.49						
1st Year Costs	TOTAL 1st year Costs	\$ 74,978.38	\$ -	\$ -	\$ 48,521.88						
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -						
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 74,978.38	\$ -	\$ -	\$ 48,521.88						
Least 1st year Cost of Eligible Services		\$ 48,521.88									
Contract Term in MONTHS			12	12	12	12					
TOTAL CONTRACT Eligible Cost			\$ 74,978.38	\$ -	\$ -	\$ 48,521.88					
Least CONTRACT Cost of Eligible Services		\$ 48,521.88									
Evaluation Criterion		Weight									
For INTERNAL Reference ONLY		vs 1st year									
Price of Eligible products and services during initial contract term		25%	3.24	0.00	0.00	5.00					
Comments			All other sites do not require Special Construction.	No bid on MTM term	No bid on MTM term					1.25	
Functionality/completeness/specifications of proposed solution		24%	5	0	0	5	1.20	0.00	0.00	1.20	
Comments											
UNIT price of eligible products and services during initial contract term		13%	4	0	0	5	0.52	0.00	0.00	0.65	
10000 \$/Mbps/mo			\$ 0.62	\$ -	\$ -	\$ 0.40					
Comments											
Low cost of in eligible products and services during initial contract term		12%	5	0	0	5	0.60	0.00	0.00	0.60	
Comments											
Projected implementation timeline based on prior performance		10%	5	0	0	5	0.50	0.00	0.00	0.50	
Comments			Target 10/9/2024 SD								
Vendor qualifications		4%	5	0	0	5	0.20	0.00	0.00	0.20	
Vendor's prior IT running select from vendor list tab			\$ 76,622,595	\$ 86,574,243	\$ 1,236,755	\$ 86,574,243					
Comments											
Contract terms and conditions		4%	5	0	0	5	0.20	0.00	0.00	0.20	
Comments			Month to Month and 12 Month pricing are CalNet Next Gen Rates	Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"). Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request.	Does not participate in CTF program						
Extent to which a single-provider, turnkey solution is provided		4%	5	0	0	5	0.20	0.00	0.00	0.20	
Comments				No bid on MTM term	No bid on MTM term						
Quality of proposal documentation		4%	5	0	0	5	0.20	0.00	0.00	0.20	
Comments					Prices quoted herein are (i) valid until the Expiration Date set forth above 2/21/2024						
Total		100%					4.62	0.00	0.00	5.00	
Comments											
			Final Rankings (1,2,3)				Final Rankings (1,2,3)				
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating		7.6%	2	3	3	1	2	3	3	1	

POSTED RFP

The background of the page features a series of parallel diagonal stripes. The stripes are in three colors: a dark navy blue, a vibrant teal, and a light gray. These stripes run from the bottom-left towards the top-right, creating a dynamic, modern aesthetic.

Magnolia Public Schools
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REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2024: 7/1/2024 – 6/30/2025
PART 2 – SPECIFIC INFORMATION

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001121 (Nickname: mps_2024_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**,
35 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

**Magnolia Science Academy & Magnolia Science
Academy Los Lobos**

18238 Sherman Way Reseda, CA 91335

Magnolia Science Academy Santa Ana

2840 W. 1st Street Santa Ana, CA 92703

Magnolia Science Academy San Diego

6525 Estrella Avenue San Diego, CA 92120

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/Superintendent, 213-628-3634 x100, arubalcava@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
Applicant Implementation Contact	Rasul Monoshev, IT Director, 213-628-3634 x102, rmonoshev@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
REMINDER 1	Do NOT contact these individuals directly until an award has been made to your organization
REMINDER 2	The E-Rate consultant is NOT the Customer

General Description

Magnolia Public Schools [MPS] is located in CA and is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), serving 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. Two schools are co-located (MSA1 and MSA5); thus 10 sites require Internet connectivity. MPS applies for E Rate as a “charter district.”

Network Topology

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

1. 5 Gbps for Central Office
2. 10 Gbps for MSA-1 Reseda & MSA-5 Los Lobos (currently collocated with MSA1, thus does not require separate service)
3. 5 Gbps for MSA-2 Valley
4. 5 Gbps for MSA-3 Carson
5. 5 Gbps for MSA-4 Venice
6. 5 Gbps for MSA-6 Palms
7. 5 Gbps for MSA-7 Elementary
8. 10 Gbps for MSA-8 Bell
9. 5 Gbps for MSA-SD
10. 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 250 East 1 st Street Ste 1500 Los Angeles CA 90012	17003590
1	Magnolia Public Schools Central Office 250 East 1st Street, Ste 1500 Los Angeles, CA 90012	17003776
2	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335	234483
3	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
4	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
5	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
6	Magnolia Science Academy Los Lobos (MSA-5) 18238 Sherman Way Reseda, CA 91335	16056860
7	Magnolia Science Academy Palms (MSA-6) 745 S. Wilton Pl. Los Angeles, CA 90005	16056861
8	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
9	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
10	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
11	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863

Project Overview

Applicant requires Fiber and Copper cabling along with Switches and Wireless Access Points to replace aging equipment.

Following are the preferred specifications.

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B. Products And Services Sought

Vendors may bid on the entire RFP or on any numbered group of this section.

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 panels, switches, appropriately sized UPS
- d. All IDF and MDF equipment mounted on standard 19-inch racks

B.1 Category 2, Internal Connections – Cabling

	470 Function	Cabling
	471 Type of Product	Cabling (Fiber Cabling Runs)
Qty	Specifications (Equivalent Make and Model is acceptable)	
3250	Fiber Runs (feet)	
	Qty of runs of 50/125 Multimode fiber	13
	Termination connectors SC, LC, ST, FC, MTP/MPO?	LC
	Qty of feet per 50/125 Multimode fiber run	250
	Total feet of 50 Multimode fiber	3250
	Total Qty of fiber runs	13
	A to-scale floor plan of campus is available upon formal request Y/N?	Yes
	Other Notes	MSA-1 - One run from MDF to new IDF. MSA-SA - 4 runs between MDF and IDFs. MSA-SD - 4 runs between MDF and IDFs. MSA-5 - 4 runs between MDF and IDFs.
	Vendor to perform Installation and Initial Configuration Installation should be quoted separately	√
	12 strands/run or better	√
	All multimode fiber of appropriate lengths should be 10 Gbps-rated or better	√
	Bids to include removal and disposal of obsolete wiring (separate subtotal)	√

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	470 Function	Antennas, connectors, and related components
	471 Type of Product	Related Components
Qty	Specifications (Equivalent Make and Model is acceptable)	
1,300	Qty of all items needed for a complete and working system (e.g., faceplates, conduit, raceways, mounting/junction boxes, j-hooks, mounting hardware).	1,300
	Bids should include necessary quantity of appropriate patch panels, rated to match cabling, with sufficient quantity of ports to connect all new wiring with modest (20%) spare capacity	√

	470 Function	Cabling
	471 Type of Product	Cabling (Copper Cabling)
Qty	Specifications (Equivalent Make and Model is acceptable)	
102,960	Copper Cabling	
	Category of copper cable	CAT6 or better
	Qty of specified Category of wall drops	268
	Qty of specified Category of ceiling drops	44
	Total qty of specified Category of drops	312
	Qty of feet per drop	330
	Total feet of copper cabling	102,960
	Use existing raceways, boxes, etc. where possible, or all new ?	All new
	Use existing pathways when available Y/N?	Yes
	Drop ceilings exist in all building's Y/N?	No
	A to-scale floor plan of campus is available upon formal request Y/N?	Yes
	Other Notes	MSA-1 - 12 drops MSA-SA - 10 drops MSA-5 - 290
	Vendor to perform Installation and Initial Configuration Installation should be quoted separately	√
	Where required by applicable codes, plenum cable shall be used	√
	Each classroom should have 1-2 PoE+ enabled drop at ceiling level for APs. Larger rooms (gym, multipurpose room, school library, etc.) may need additional drops for adequate wireless coverage.	√
	Wall/other drops should be located near A/C power outlets available for end-user equipment	√
	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.)	√
	Certified Refurbished components are NOT acceptable	√
	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. Wiring 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	√
	Bid should include all components needed to make system operational	√
	Bids to include removal and disposal of obsolete wiring (separate subtotal)	√

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	470 Function	Antennas, connectors, and related components
	471 Type of Product	Related Components
Qty	Specifications (Equivalent Make and Model is acceptable)	
31,200	Qty of all items needed for a complete and working system (e.g., faceplates, conduit, raceways, mounting/junction boxes, j-hooks, mounting hardware).	31,200
	Bids should include necessary quantity of appropriate patch panels, rated to match cabling, with sufficient quantity of ports to connect all new wiring with modest (20%) spare capacity	√

A site map will be made available to Vendors at walk-through or upon formal request.

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B.2 Category 2, Internal Connections – Switches

	470 Function	Switches
	471 Type of Product	Switch
Qty	Specifications (Equivalent Make and Model is acceptable)	
25	Make/Model	HP/Aruba 48 Port PoE switch or equivalent
	Must be compatible with what Switch Make/Model?	HP/Aruba
	Interface ports:	
	Total Qty of RJ45 10/100/1000 or better ports	48
	Qty of PoE/PoE+ capable RJ45 ports (included above)	48
	SFP+	4
	Layer 2/3?	2
	QoS Y/N?	Yes
	Managed Y/N?	Yes
	Backplane capacity?	
	Stackable Y/N?	Yes
	Qty of Stacking Cables needed?	0
	Certified Refurbished Equipment acceptable Y/N?	No
	Transceivers needed Y/N?	No
	Vendor to perform Installation and Initial Configuration? Y/N?	Yes
	Installation should be quoted separately	
	Additional configuration required Y/N?	No
	Other Notes	MSA-1 = 3 units MSA-SA = 6 units MSA-SD = 2 units MSA-5 = 11 units MSA-1 = 2 units MSA-7 = 1 unit
	Rack mountable	√
	For RJ45 port speeds up to 1 Gbps, auto-negotiation is expected	√
	Sufficient quantity of appropriate switch ports to activate all runs and WAPs, with modest (20%) spare capacity	√
	Prefer identical product models (or within same product family)	√
	Support for cross-platform switch management preferred	√
	Sufficient quantity of 5-year licenses as required by make/model	√
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√
	Bid should include all components needed to make system operational	√

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	470 Function	Switches
	471 Type of Product	License ONLY
Qty	Specifications (Equivalent Make and Model is acceptable)	
25	Must be compatible with Make/Model	HP/Aruba 48 Port PoE switch or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 = 3 units MSA-SA = 6 units MSA-SD = 2 units MSA-5 = 11 units MSA-1 = 2 units MSA-7 = 1 unit
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

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B.3 Category 2, Internal Connections – WAPs

	470 Function	WAP
	471 Type of Product	Access Point
Qty	Specifications (Equivalent Make and Model is acceptable)	
18	Make/Model	Ruckus 750 or equivalent
	Must be compatible with what WAP Make/Model?	
	Must be compatible with what Controller Make/Model?	
	Indoor/Outdoor?	Outdoor
	PoE type? (PoE/PoE+/PoE++)	Type 2 (PoE+ 30W)
	Qty of Power injectors are needed?	0
	Forward compatible to 802.11 a/g/n/ac/ax?	802.11ac (WiFi 5)
	Backward compatible to 802.11 b/a/g/n/ac?	802.11n (WiFi 4)
	Certified Refurbished Equipment acceptable Y/N?	No
	Vendor to perform Installation and Initial Configuration? Y/N?	Yes
	Installation should be quoted separately	
	Additional configuration required Y/N?	No
	Other Notes	MSA-1 = 4 units MSA-SA = 4 units MSA-2 = 4 units MSA-7 = 2 units MSA-5 = 4 units
	URL of datasheet of the exact make/series/model requested	https://www.ruckusnetworks.com/products/wireless-access-points/t750/
	Strongly prefer at least Dual Band, supporting 2.4 and 5 GHz	√
	Unless injectors are specified, each classroom should have 1-2 PoE ports at ceiling level to run wireless access points. Larger rooms (e.g., gym, multipurpose room, school library) may need more access points 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.	√
	Sufficient quantity of 5-year licenses as required by make/model	√
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√
	Bid should include all components needed to make system operational	√

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	470 Function	WAP
	471 Type of Product	License ONLY
Qty	Specifications (Equivalent Make and Model is acceptable)	
18	Must be compatible with Make/Model	Ruckus 750 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 = 4 units MSA-SA = 4 units MSA-2 = 4 units MSA-7 = 2 units MSA-5 = 4 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

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	470 Function	WAP
	471 Type of Product	Access Point
Qty	Specifications (Equivalent Make and Model is acceptable)	
71	Make/Model	Ruckus 710 or equivalent
	Must be compatible with what WAP Make/Model?	
	Must be compatible with what Controller Make/Model?	
	Indoor/Outdoor?	Indoor
	PoE type? (PoE/PoE+/PoE++)	Type 2 (PoE+ 30W)
	Qty of Power injectors are needed?	0
	Forward compatible to 802.11 a/g/n/ac/ax?	802.11ac (WiFi 5)
	Backward compatible to 802.11 b/a/g/n/ac?	802.11n (WiFi 4)
	Certified Refurbished Equipment acceptable Y/N?	No
	Vendor to perform Installation and Initial Configuration? Y/N? Installation should be quoted separately	Yes
	Additional configuration required Y/N?	No
	Other Notes	MSA-1 = 4 units MSA-SD = 23 units MSA-5 = 38 units MSA-2 = 4 units MSA-7 = 2 units
	URL of datasheet of the exact make/series/model requested	https://webresources.ruckuswireless.com/pdf/datasheets/ds-ruckus-r710.pdf
	Strongly prefer at least Dual Band, supporting 2.4 and 5 GHz	√
	Unless injectors are specified, each classroom should have 1-2 PoE ports at ceiling level to run wireless access points. Larger rooms (e.g., gym, multipurpose room, school library) may need more access points 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.	√
	Sufficient quantity of 5-year licenses as required by make/model	√
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√
	Bid should include all components needed to make system operational	√

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	470 Function	WAP
	471 Type of Product	License ONLY
Qty	Specifications (Equivalent Make and Model is acceptable)	
71	Must be compatible with Make/Model	Ruckus 710 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 = 4 units MSA-SD = 23 units MSA-5 = 38 units MSA-2 = 4 units MSA-7 = 2 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

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B.4 Category 2, Basic Maintenance of Internal Connections

	470 Function	Basic Maintenance of Internal Connections [BMIC]
	471 Type of Product	Switch
Qty	Specifications (Equivalent Make and Model is acceptable)	
25	Must be compatible with Make/Model	HP/Aruba 48 Port PoE switch or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 = 3 units MSA-SA = 6 units MSA-SD = 2 units MSA-5 = 11 units MSA-1 = 2 units MSA-7 = 1 unit
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

	470 Function	Basic Maintenance of Internal Connections [BMIC]
	471 Type of Product	WAP
Qty	Specifications (Equivalent Make and Model is acceptable)	
18	Must be compatible with Make/Model	Ruckus 750 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 = 4 units MSA-SA = 4 units MSA-2 = 4 units MSA-7 = 2 units MSA-5 = 4 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

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	470 Function	Basic Maintenance of Internal Connections [BMIC]
	471 Type of Product	WAP
Qty	Specifications (Equivalent Make and Model is acceptable)	
71	Must be compatible with Make/Model	Ruckus 710 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 = 4 units MSA-SD = 23 units MSA-5 = 38 units MSA-2 = 4 units MSA-7 = 2 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

A detailed inventory of components will be made available to Vendors at walk through or upon formal request.

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B.5 Category 2, Installation/Configuration of Eligible Products

Please provide installation costs separately per proposed products. Applicant will determine if install

	470 Function	ALL
	471 Type of Product	ALL
Qty	Specifications (Equivalent Make and Model is acceptable)	
89	Installation & configuration	WAP
25	Installation & configuration	Switch
	Other Notes	
	Applicant reserves the right to self-install/configure, and NOT contract for installation/configuration	√

Other Procurement Info:

- Applicant is NOT tax exempt
- State Master Contracts and/or Purchasing Consortia contracts may be considered
- Sealed Bids are NOT required including an electronic version on flash drive

Other Category 2 Technical Specifications:

- Vendor will provide all E-Rate Category 2 eligible services and equipment necessary for the proposed solution to function
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution (e.g., transceivers, power adapters)
- Vendor to provide authorized reseller documentation for proposed products
- **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**

Other Category 2 Proposal Specifications:

- Provide a brief summary, in non-technical terms, of what the solution provides
- The Pricing Form attached to the Form 470 is the ***strongly preferred*** form for submission of proposal pricing. **Please return the completed Pricing Form in the original Excel format (do not PDF!).** To be sure you have provided all the required data elements for your proposal to be favorably considered, please use the Pricing Form. **No deviation may be introduced between the submitted pricing and any resulting contract**
- Provide pre-discount pricing for:
 - E-Rate *eligible* items including taxes, shipping, and installation/configuration (if applicable)

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- Items *not eligible* for E-Rate support including taxes, shipping, and installation (if applicable)
 - Other expenses as appropriate
- Provide separate line item subtotals for *eligible* vs. *ineligible* product, taxes, shipping, and initial installation/configuration, if applicable
- Taxes: Include sales taxes based on tax rate for site listed in RFP (explicitly for zip code of installation site)
- Confirm that no products or components from any “covered company,” as designated by the FCC, are included in the proposal
- Submission of a proposal acknowledges:
 - Applicant reserves the right to award all, part, or none of the services set forth in this procurement
 - Proposal is valid through the close of the application window and will be honored through completion of any associated documentation
- Proposals that include generic price lists will be considered non-responsive and will not be included in the evaluation.
- Provide installation/configuration pricing, *as a separate **optional** line item*, allowing Applicant to choose self-installation or installation by vendor with or without purchasing products
- Provide estimated implementation schedule

Other Category 2 Contract Specifications:

- All Vendor pricing, including installation, must remain valid through the E-Rate application window, including through necessary extension periods, until all products/services are delivered to Applicant
- Confirm that no products or components from any “covered company,” as designated by the FCC, are included in the proposal
- 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**
- **To coincide with allowable E-Rate delivery dates**, Applicant requires that contract expiration date be exactly and explicitly:
 - 9/30 for Internal Connections with the option to extend for up to two (2) additional 1-year periods as may be required to complete the full project
 - 6/30 for Basic Maintenance of Internal Connections or Managed Internal Broadband Service, with the option to extend for up to two (2) additional 1-year periods at Applicant’s discretion

Magnolia Public Schools
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C. Vendor Conference / Walk Through

Vendor Conference Call and/or Walk Through information follows.

ONLY X'd 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 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.

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D. Evaluation Criteria

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including price of the eligible products and services as the highest weighted factor. In the best interest of the Applicant, the following secondary factors may be considered, as further described below:

Category 2 Criteria
Price of eligible products/services ⁴
Functionality/completeness/specifications of proposed solution ⁵
Unit price of the eligible products/services ⁶
Low cost of <i>ineligible</i> products and services ⁷
Projected implementation timeline based on prior performance ⁸
Vendor qualifications ⁹
Contract terms and conditions ¹⁰
Extent to which a single-provider, turnkey solution is provided ¹¹
Quality of proposal document(s) ¹²

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 or with state or local regulations

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules. For recurring services, average annual price over the full initial term (not just the first year) will be taken into consideration.

⁵ For Category 2, 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 solutions; installation complexity; installation timetable. Solutions that emphasize safety, privacy, and security are strongly preferred. If self-installation is required, sample instructions should be provided. For maintenance services, location of nearest vendor service depot may be considered.

⁶ For example, quantity discounts.

⁷ Such as: firewall services, bid bonds, Applicant labor to modify existing configurations.

⁸ Vendor proven ability to install efficiently and timely with minimal disruption to student services:

⁹ Factors to be considered: industry experience, references, technical credentials, staff certifications, ability to serve all sites/address all requirements (use of qualified subcontractors is acceptable), E-Rate compliance/experience/track record.

¹⁰ Applicant-friendly terms and conditions: commitment to SPI invoicing; favorable renewal terms for service agreements; contract expiration date that is exactly 9/30 for one-time purchases with option for extension if needed; contract expiration date that is exactly 6/30 for recurring services; flexibility to not proceed at all, or reduce project scope, contingent on E-Rate funding

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 (use of qualified subcontractors is acceptable).

¹² Factors to be considered include: customized to Applicant's needs, clarity (e.g., legibility, explanation of any deviation from RFP), complete (explanation of any deviation from RFP), consistent, accurate (e.g., shipping and taxes included, correct tax percentage used, correct math), adherence to RFP requirements. Vendor responsiveness during bid evaluation, attendance at any optional walk-through/bidders' conference, are also favorable.

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- Failure to meet stated required vendor qualifications
- Failure to submit the Pricing Form attached to the Form 470 (or very similar format); Excel spreadsheet is ***strongly preferred***
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- 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)
- “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.


E. Other Specifics

No additional specifications are available

Magnolia Public Schools
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REQUEST FOR PROPOSALS

Proposal Signature Page

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001121 (Nickname: mps_2024_470_c2)

For the Vendor:

Signature

Printed Name and Title

Vendor Name

Date

SPIN

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

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

CERTIFICATION: Submission of this proposal certifies all equipment and services are compliant with the FCC Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other “covered company” deemed a national security threat.

An email acknowledgment will be sent to Vendor after emailed proposal is received; if acknowledgement email has not been received within 3 business days, please send inquiry to <mailto:erate.mps@learningtech.org> for confirmation.

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance.

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

Magnolia Public Schools
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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 2024: 7/1/2024 - 6/30/2025, 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 9/30/2025 for Internal Connections, 6/30/2025 for Managed Internal Broadband Services and 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 furnish detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, and 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	# 240001121	
Address	250 East 1st Street Ste 1500	
Address	Los Angeles CA 90012	
Phone	213-628-3634 x100	
Authorized Signer Name	Alfredo Rubalcava	
Authorized Signer Title	CEO/Superintendent	
Authorized Signer Email	arubalcava@magnoliapublicschools.org	
Signature		
Date		

REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2024: 7/1/2024 – 6/30/2025
PART 2 – SPECIFIC INFORMATION

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_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**,
35 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/Superintendent, 213-628-3634 x100, arubalcava@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
Applicant Implementation Contact	Rasul Monoshev, IT Director, 213-628-3634 x102, rmonoshev@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
REMINDER 1	Do NOT contact these individuals directly until an award has been made to your organization
REMINDER 2	The E-Rate consultant is NOT the Customer

General Description

Magnolia Public Schools [MPS] is located in CA and is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), serving 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. Two schools are co-located (MSA1 and MSA5); thus 10 sites require Internet connectivity. MPS applies for E Rate as a “charter district.”

Network Topology

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

1. 5 Gbps for Central Office
2. 10 Gbps for MSA-1 Reseda & MSA-5 Los Lobos (currently collocated with MSA1, thus does not require separate service)
3. 5 Gbps for MSA-2 Valley
4. 5 Gbps for MSA-3 Carson
5. 5 Gbps for MSA-4 Venice
6. 5 Gbps for MSA-6 Palms
7. 5 Gbps for MSA-7 Elementary
8. 10 Gbps for MSA-8 Bell
9. 5 Gbps for MSA-SD
10. 10 Gbps for MSA Santa Ana

Magnolia Public Schools
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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 250 East 1 st Street Ste 1500 Los Angeles CA 90012	17003590
1	Magnolia Public Schools Central Office 250 East 1st Street, Ste 1500 Los Angeles, CA 90012	17003776
2	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335	234483
3	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
4	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
5	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
6	Magnolia Science Academy Los Lobos (MSA-5) 18238 Sherman Way Reseda, CA 91335	16056860
7	Magnolia Science Academy Palms (MSA-6) 745 S. Wilton Pl. Los Angeles, CA 90005	16056861
8	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
9	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
10	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
11	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863

B. Products And Services Sought

Vendors may bid on the entire RFP or on any numbered group of this section.

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**

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B.1 Category 1, Direct Internet Access

Direct Internet Access			
Recipient of Service Service Address FY2024 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746 <i>Service to start 7/1/24</i> Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064 <i>Service to start 7/1/24</i> Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120 <i>Service to start 10/9/24</i> 5 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> 6 usable
Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201 <i>Service to start 7/14/24</i> 10 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> 6 usable
Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746 <i>Service to start 7/1/24</i> Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064 <i>Service to start 7/1/24</i> Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120 <i>Service to start 10/9/24</i> Preferred 5 Gbps Scalable Up to 10 Gbps Contracted Service (Preferred Term = 12 months)	<u>Current:</u> Multimode fiber (optical) 50 micron <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> 6 usable

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Direct Internet Access			
Recipient of Service Service Address FY2024 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201 <i>Service to start 7/14/24</i> Preferred 10 Gbps Scalable Up to 15 Gbps Contracted Service (Preferred Term = 12 months)	<u>Current:</u> Multimode fiber (optical) 50 micron <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> 6 usable

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Other Category 1 Technical Specifications:

- Vendor will provide all E-Rate Category 1 eligible services and equipment necessary for the proposed solution to function
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution (e.g., Customer Premise Equipment [CPE], handoff)
- If vendor supplies any Customer Premise Equipment [CPE], Applicant ***strongly prefers*** it meet the E-Rate program requirements for On-Premise Category One Equipment
- If proposed, On-Premise Category One Equipment, must not provide more than a single connection across the point of demarcation
- For Leased Lit Fiber or Leased Dark Fiber solutions, please include a detailed cost breakdown of equipment, labor and/or any other fees to light the fiber runs
- Proposal should include ***Applicant's preferred handoff***, or clearly describe the handoff to be provided
- Symmetrical bandwidth preferred
- Network availability = 99.99% preferred
- Burstable bandwidth = **No**
- Major provider (ideally "tier 1" or "tier 2" or substantial peering arrangements) preferred
- 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, **07/01/24 for MSA-3 & MSA-4, 10/9/24 for MSA-SD, 7/14/24 for MSA-8** with preference of up to 30 days prior to allow for testing.² **Please include commitment date for activation in your proposal.** Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

Other Category 1 Proposal Specifications:

- Provide a brief summary, in non-technical terms, of what the solution provides
- The Pricing Form attached to the Form 470 is the ***strongly preferred*** form for submission of proposal pricing. **Please return the completed Pricing Form in the original Excel format (do not PDF!).** To be sure you have provided all the required data elements for your proposal to be favorably considered, please use the Pricing Form. **No deviation may be introduced between the submitted pricing and any resulting contract**
- Provide pre-discount pricing 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
- Provide separate line item subtotals for *eligible* vs. *ineligible* product, taxes, shipping, and initial installation/configuration, if applicable
- Taxes: Include sales taxes based on tax rate for site listed in RFP (explicitly for zip code of installation site)
- Confirm that no products or components from any "covered company," as designated by the FCC, are included in the proposal

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

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- Submission of a proposal acknowledges:
 - Applicant reserves the right to award all, part, or none of the services set forth in this procurement
 - Proposal is valid through the close of the application window and will be honored through completion of any associated documentation
- Proposals that include generic price lists will be considered non-responsive and will not be included in the evaluation

Other Category 1 Contract Specifications:

- 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 a Pricing Form per site
- Contract with no early termination fees preferred
- All Vendor pricing, including installation, must remain valid through the E-Rate application window, including through necessary extension periods, until all products/services are delivered to Applicant
- Strongly prefer the proposal, and any resulting contract, 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
- Confirm that no products or components from any “covered company,” as designated by the FCC, are included in the proposal
- 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**
- **To coincide with E-Rate funding year, 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 terms include:
 - Initial term of *approximately* one (1) year ending on 6/30 of the year that begins the 3rd year of service
 - Two (2) 1-year optional renewals after initial term
 - Option to upgrade bandwidth during the contract term

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 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.

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FY2024 E-Rate Request for Proposals

D. Evaluation Criteria

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including price of the eligible products and services as the highest weighted factor. In the best interest of the Applicant, the following secondary factors may be considered, as further described below:

Category 1 Criteria
Price of eligible products/services ⁵
Functionality/completeness/specifications of proposed solution ⁶
Unit price of the eligible products/services ⁷
Low cost of <i>ineligible</i> products and services ⁸
Projected implementation timeline based on prior performance ⁹
Vendor qualifications ¹⁰
Contract terms and conditions ¹¹
Extent to which a single-provider, turnkey solution is provided ¹²
Quality of proposal document(s) ¹³

⁵ This criterion is required and must be the most heavily weighted, per E-Rate program rules. Average annual price over the full initial term (not just the first year) will be taken into consideration.

⁶ For Category 1, *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 solutions. Solutions that emphasize safety, privacy, and security are strongly preferred.

⁷ For example, price per Mbps.

⁸ Such as: Early Termination Fees, Applicant labor to modify existing configurations.

⁹ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

¹⁰ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

¹¹ 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. Voluntary renewal options are 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.

¹² *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.

¹³ The extent to which the proposal documents are customized to Applicant’s needs, clear, complete, consistent, accurate, and adhere to RFP requirements. Vendor responsiveness during bid evaluation, attendance at any optional walk-through/bidders’ conference, are also favorable.

Magnolia Public Schools
FY2024 E-Rate Request for Proposals

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 or with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the Pricing Form attached to the Form 470 (or very similar format); Excel spreadsheet is ***strongly preferred***
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- 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)
- “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.

E. Other Specifics

No additional specifications are available

REQUEST FOR PROPOSALS
Proposal Signature Page

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_470_c1)

For the Vendor:

Signature

Printed Name and Title

Vendor Name

Date

SPIN

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

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

CERTIFICATION: Submission of this proposal certifies all equipment and services are compliant with the FCC Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other “covered company” deemed a national security threat.

An email acknowledgment will be sent to Vendor after emailed proposal is received; if acknowledgement email has not been received within 3 business days, please send inquiry to erate.mps@learningtech.org for confirmation.

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance.

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



Learningtech.org®

The Miller Institute for Learning with Technology

E-Rate FY2024 Planning Recap Competitive Bidding Addendum – Category 2 (Funding for dates of service 7/1/2024 – 6/30/2025)

Magnolia Public Schools (BEN: 17003590)



This E-Rate FY2024 Planning Recap Competitive Bidding Addendum summarizes planning meetings, conversations, emails, which formulate the E-Rate actions to be taken for Competitive Bidding for Category 2 products/services (e.g., equipment to facilitate Internal Connections, Basic Maintenance of Internal Connections, Managed Internal Broadband Services for leased or purchased equipment).

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Technical Considerations

The following section provides Learningtech.org's counsel on technical considerations.

Learningtech.org offers the following general observations about the E-Rate program.

Fraud, Waste, and Abuse of government funds is addressed in a key certification for each application for funding:

*I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to **all of the resources**, including computers, training, software, internal connections, maintenance, and electrical capacity, **necessary to use the services purchased effectively**.*

Thus, Applicants must not request funding for more products/services than are actually needed or usable based on the number of end users and technical network requirements/limitations. For example:

- Avoid ordering more Internet or WAN bandwidth than can be processed through the required firewall, or switches, or LAN cabling
- Target appropriate bandwidth for student count (1.5 – 3 Mbps per student) unless explained by instructional needs (e.g., heavy reliance of digital media)
- Do not exceed 20% spare capacity for switch ports after connecting all wiring/components
- Sufficient electrical capacity, including battery backup, is necessary

Conversely, requesting funding for less than what is needed cannot be corrected until the following funding year (noting that Category 2 funding requests are limited to Applicant's Pre-discount 5-year Budget).

Learningtech.org provides an informal technical review of plans for competitive bidding for both Category 1 and Category 2 applications. However, a truly thorough analysis of a school's/district's technical needs (ideally summarized by a formal, multi-year Technology Plan), ultimately requires a careful examination of the specifications for every product and service requested. This is beyond the scope of our E-Rate Management Services, though available separately. Schools/districts with complex requirements and qualified IT staff are strongly urged to perform an independent quality assurance review of this document before execution by the authorized signer.

Learningtech.org offers these specific observations:

- Firewall(s) appears to be adequate for desired throughput

To facilitate proper definition of product specifications, handoff information, and to analyze functionality of bids, Learningtech.org can provide additional technical services for an incremental fee.

Applicant Actions

The following actions must be completed by the Applicant.

Applicant Actions

These actions are required for competitive bidding:

1. You will ensure your organization's procurement rules are followed. Please provide us with a copy of your current Procurement Policy.
2. You will provide the necessary technical specifications for the RFP; the RFP cannot be posted until you provide this information.
3. Please anticipate scoring the Bid Evaluation Matrix provided by Learningtech.org within about 1 week of the RFP proposal due date.
4. Once the RFP and Form 470 are posted, Board should be alerted that approval may be needed via Special Board Meeting to meet the Form 471 posting deadline.
5. If a special board meeting is necessary, advise your Board NOW that a SPECIAL BOARD MEETING may be required for E-Rate decisions and/or to approve recommended vendor solutions. If needed, this SPECIAL Board meeting would ideally be scheduled for at least 30 days after the Form 470 is posted and at least 8 days before the close of the Form 471 application window.
6. You will execute award/contract documentation prior to Form 471 submission and ideally 2 weeks prior to the application window close.

Learningtech.org E-Rate Actions for COMPETITIVE BIDDING

A Form 470 and RFP is required for the following products/services.

Category 2 Competitive Bidding

Network design is a complex engineering discipline, and new technologies are constantly emerging. Learningtech.org is available (for incremental cost) to assist Applicants in investigating the latest technologies to meet their needs and to future-proof their solutions.

Project Overview

Applicant requires Fiber and Copper cabling along with Switches and Wireless Access Points to replace aging equipment.

Following are the preferred specifications.

	470 Function	ALL
	471 Type of Product	ALL
Qty	Specifications (Equivalent Make and Model is acceptable)	
89	Installation & configuration	WAP
25	Installation & configuration	Switch
	Other Notes	
	Applicant reserves the right to self-install/configure, and NOT contract for installation/configuration	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	Cabling
	471 Type of Product	Cabling (Fiber Cabling Runs)
Qty	Specifications (Equivalent Make and Model is acceptable)	
3250	Fiber Runs (feet)	
	Qty of runs of 50/125 Multimode fiber	13
	Termination connectors SC, LC, ST, FC, MTP/MPO?	LC
	Qty of feet per 50/125 Multimode fiber run	250
	Total feet of 50 Multimode fiber	3250
	Total Qty of fiber runs	13
	A to-scale floor plan of campus is available upon formal request Y/N?	Yes
	Other Notes	MSA-1 - One run from MDF to new IDF. MSA-SA - 4 runs between MDF and IDFs. MSA-SD - 4 runs between MDF and IDFs. MSA-5 - 4 runs between MDF and IDFs.
	Vendor to perform Installation and Initial Configuration Installation should be quoted separately	√
	12 strands/run or better	√
	All multimode fiber of appropriate lengths should be 10 Gbps-rated or better	√
	Bids to include removal and disposal of obsolete wiring (separate subtotal)	√

	470 Function	Antennas, connectors, and related components
	471 Type of Product	Related Components
Qty	Specifications (Equivalent Make and Model is acceptable)	
1,300	Qty of all items needed for a complete and working system (e.g., faceplates, conduit, raceways, mounting/junction boxes, j-hooks, mounting hardware).	1,300
	Bids should include necessary quantity of appropriate patch panels, rated to match cabling, with sufficient quantity of ports to connect all new wiring with modest (20%) spare capacity	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	Cabling
	471 Type of Product	Cabling (Copper Cabling)
Qty	Specifications (Equivalent Make and Model is acceptable)	
102,960	Copper Cabling	
	Category of copper cable	CAT6 or better
	Qty of specified Category of wall drops	268
	Qty of specified Category of ceiling drops	44
	Total qty of specified Category of drops	312
	Qty of feet per drop	330
	Total feet of copper cabling	102,960
	Use existing raceways, boxes, etc. where possible, or all new ?	All new
	Use existing pathways when available Y/N?	Yes
	Drop ceilings exist in all buildings Y/N?	No
	A to-scale floor plan of campus is available upon formal request Y/N?	Yes
	Other Notes	MSA-1 - 12 drops MSA-SA - 10 drops MSA-5 - 290
	Vendor to perform Installation and Initial Configuration Installation should be quoted separately	✓
	Where required by applicable codes, plenum cable shall be used	✓
	Each classroom should have 1-2 PoE+ enabled drop at ceiling level for APs. Larger rooms (gym, multipurpose room, school library, etc.) may need additional drops for adequate wireless coverage.	✓
	Wall/other drops should be located near A/C power outlets available for end-user equipment	✓
	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.)	✓
	Certified Refurbished components are NOT acceptable	✓
	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. Wiring 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	✓
	Bid should include all components needed to make system operational	✓
	Bids to include removal and disposal of obsolete wiring (separate subtotal)	✓

	470 Function	Antennas, connectors, and related components
	471 Type of Product	Related Components
Qty	Specifications (Equivalent Make and Model is acceptable)	
31,200	Qty of all items needed for a complete and working system (e.g., faceplates, conduit, raceways, mounting/junction boxes, j-hooks, mounting hardware).	31,200
	Bids should include necessary quantity of appropriate patch panels, rated to match cabling, with sufficient quantity of ports to connect all new wiring with modest (20%) spare capacity	✓

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	Switches
	471 Type of Product	Switch
Qty	Specifications (Equivalent Make and Model is acceptable)	
25	Make/Model	HP/Aruba 48 Port PoE switch or equivalent
	Must be compatible with what Switch Make/Model?	HP/Aruba
	Interface ports:	
	Total Qty of RJ45 10/100/1000 or better ports	48
	Qty of PoE/PoE+ capable RJ45 ports (included above)	48
	SFP+	4
	Layer 2/3?	2
	QoS Y/N?	Yes
	Managed Y/N?	Yes
	Backplane capacity?	
	Stackable Y/N?	Yes
	Qty of Stacking Cables needed?	0
	Certified Refurbished Equipment acceptable Y/N?	No
	Transceivers needed Y/N?	No
	Vendor to perform Installation and Initial Configuration? Y/N?	Yes
	Installation should be quoted separately	
	Additional configuration required Y/N?	No
	Other Notes	MSA-1 =3 units MSA-SA=6 units MSA-SD=2 units MSA-5=11 units MSA-1=2 units MSA-7=1 unit
	Rack mountable	✓
	For RJ45 port speeds up to 1 Gbps, auto-negotiation is expected	✓
	Sufficient quantity of appropriate switch ports to activate all runs and WAPs, with modest (20%) spare capacity	✓
	Prefer identical product models (or within same product family)	✓
	Support for cross-platform switch management preferred	✓
	Sufficient quantity of 5-year licenses as required by make/model	✓
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	✓
	Bid should include all components needed to make system operational	✓

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	Switches
	471 Type of Product	License ONLY
Qty	Specifications (Equivalent Make and Model is acceptable)	
25	Must be compatible with Make/Model	HP/Aruba 48 Port PoE switch or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 =3 units MSA-SA=6 units MSA-SD=2 units MSA-5=11 units MSA-1=2 units MSA-7=1 unit
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	WAP
	471 Type of Product	Access Point
Qty	Specifications (Equivalent Make and Model is acceptable)	
18	Make/Model	Ruckus 750 or equivalent
	Must be compatible with what WAP Make/Model?	
	Must be compatible with what Controller Make/Model?	
	Indoor/Outdoor?	Outdoor
	PoE type? (PoE/PoE+/PoE++)	Type 2 (PoE+ 30W)
	Qty of Power injectors are needed?	0
	Forward compatible to 802.11 a/g/n/ac/ax?	802.11ac (WiFi 5)
	Backward compatible to 802.11 b/a/g/n/ac?	802.11n (WiFi 4)
	Certified Refurbished Equipment acceptable Y/N?	No
	Vendor to perform Installation and Initial Configuration? Y/N?	Yes
	Installation should be quoted separately	
	Additional configuration required Y/N?	No
	Other Notes	MSA-1=4 units MSA-SA=4 units MSA-2=4 units MSA-7=2 units MSA-5=4 units
	URL of datasheet of the exact make/series/model requested	https://www.ruckusnetworks.com/products/wireless-access-points/t750/
	Strongly prefer at least Dual Band, supporting 2.4 and 5 GHz	√
	Unless injectors are specified, each classroom should have 1-2 PoE ports at ceiling level to run wireless access points. Larger rooms (e.g., gym, multipurpose room, school library) may need more access points 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.	√
	Sufficient quantity of 5-year licenses as required by make/model	√
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√
	Bid should include all components needed to make system operational	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	WAP
	471 Type of Product	License ONLY
Qty	Specifications (Equivalent Make and Model is acceptable)	
18	Must be compatible with Make/Model	Ruckus 750 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1=4 units MSA-SA=4 units MSA-2=4 units MSA-7=2 units MSA-5=4 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	WAP
	471 Type of Product	Access Point
Qty	Specifications (Equivalent Make and Model is acceptable)	
71	Make/Model	Ruckus 710 or equivalent
	Must be compatible with what WAP Make/Model?	
	Must be compatible with what Controller Make/Model?	
	Indoor/Outdoor?	Indoor
	PoE type? (PoE/PoE+/PoE++)	Type 2 (PoE+ 30W)
	Qty of Power injectors are needed?	0
	Forward compatible to 802.11 a/g/n/ac/ax?	802.11ac (WiFi 5)
	Backward compatible to 802.11 b/a/g/n/ac?	802.11n (WiFi 4)
	Certified Refurbished Equipment acceptable Y/N?	No
	Vendor to perform Installation and Initial Configuration? Y/N?	Yes
	Installation should be quoted separately	
	Additional configuration required Y/N?	No
	Other Notes	MSA-1=4 units MSA-SD=23 units MSA-5=38 units MSA-2=4 units MSA-7=2 units
	URL of datasheet of the exact make/series/model requested	https://webresources.ruckuswireless.com/pdf/datasheets/ds-ruckus-r710.pdf
	Strongly prefer at least Dual Band, supporting 2.4 and 5 GHz	√
	Unless injectors are specified, each classroom should have 1-2 PoE ports at ceiling level to run wireless access points. Larger rooms (e.g., gym, multipurpose room, school library) may need more access points 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.	√
	Sufficient quantity of 5-year licenses as required by make/model	√
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√
	Bid should include all components needed to make system operational	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	WAP
	471 Type of Product	License ONLY
Qty	Specifications (Equivalent Make and Model is acceptable)	
71	Must be compatible with Make/Model	Ruckus 710 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1=4 units MSA-SD=23 units MSA-5=38 units MSA-2=4 units MSA-7=2 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

	470 Function	Basic Maintenance of Internal Connections [BMIC]
	471 Type of Product	Switch
Qty	Specifications (Equivalent Make and Model is acceptable)	
25	Must be compatible with Make/Model	HP/Aruba 48 Port PoE switch or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1 =3 units MSA-SA=6 units MSA-SD=2 units MSA-5=11 units MSA-1=2 units MSA-7=1 unit
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

	470 Function	Basic Maintenance of Internal Connections [BMIC]
	471 Type of Product	WAP
Qty	Specifications (Equivalent Make and Model is acceptable)	
18	Must be compatible with Make/Model	Ruckus 750 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1=4 units MSA-SA=4 units MSA-2=4 units MSA-7=2 units MSA-5=4 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

	470 Function	Basic Maintenance of Internal Connections [BMIC]
	471 Type of Product	WAP
Qty	Specifications (Equivalent Make and Model is acceptable)	
71	Must be compatible with Make/Model	Ruckus 710 or equivalent
	Number of years of license	3-year
	Other Notes	MSA-1=4 units MSA-SD=23 units MSA-5=38 units MSA-2=4 units MSA-7=2 units
	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. Note that, in the event that USAC determines that the license contains a support component, only one year of funding will be approved.	√

Other Procurement Info:

- Applicant is NOT tax exempt
- State Master Contracts and/or Purchasing Consortia contracts may be considered
- Sealed Bids are NOT required including an electronic version on flash drive

FY2024 PLANNING RECAP COMPETITIVE BIDDING ADDENDUM

- A Vendor Conference Call or Vendor Walk Through will be included in the procurement process

Event	Address	Mandatory / Optional?	Best Days / Times
Walk MSA-1 & MSA-5	18238 Sherman Way Reseda, CA 91335	Optional	Date and time will be announced via RFP Amendment
MSA-SA	2840 W. 1 st Street Santa Ana, CA 92703		
MSA-SD	6525 Estrella Avenue San Diego, CA 92120		

Learningtech.org will prepare and submit the required Form 470(s) and RFP(s).

Evaluation Criteria

Unless modifications are desired, the following bid evaluation criteria will default to the following weights to determine winning bid(s). After the RFP is published, new criteria cannot be added; any changes to criteria weights must still retain the Price of Eligible Products/Services as the highest weighted factor. *The RFP will outline the criteria, without specifying weights.*

CATEGORY 2

Category 2 Criterion	Weight
Price of eligible products/services ¹	25%
Functionality/completeness/specifications of proposed solution ²	24%
Unit price of the eligible products/services ³	13%
Low cost of <i>ineligible</i> products and services ⁴	12%
Projected implementation timeline based on prior performance ⁵	10%
Vendor qualifications ⁶	4%
Contract terms and conditions ⁷	4%
Extent to which a single-provider, turnkey solution is provided ⁸	4%
Quality of proposal document(s) ⁹	4%
Total	100.00%

Learningtech.org will prepare a Bid Evaluation Matrix to support proposal selection decisions. The Bid Evaluation Matrix will additionally provide an *estimate* of Applicant's out-of-pocket cost.

¹ This criterion is required and must be the most heavily weighted, per E-Rate program rules. For recurring services, average annual price over the full initial term (not just the first year) will be taken into consideration.

² For Category 2, 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 solutions; installation complexity; installation timetable. Solutions that emphasize safety, privacy, and security are strongly preferred. If self-installation is required, sample instructions should be provided. For maintenance services, location of nearest vendor service depot may be considered.

³ For example, quantity discounts.

⁴ Such as: firewall services, bid bonds, Applicant labor to modify existing configurations.

⁵ Vendor proven ability to install efficiently and timely with minimal disruption to student services.

⁶ Factors to be considered: industry experience, references, technical credentials, staff certifications, ability to serve all sites/address all requirements (use of qualified subcontractors is acceptable), E-Rate compliance/experience/track record.

⁷ Applicant-friendly terms and conditions: commitment to SPI invoicing; favorable renewal terms for service agreements; contract expiration date that is exactly 9/30 for one-time purchases with option for extension if needed; contract expiration date that is exactly 6/30 for recurring services; flexibility to not proceed at all, or reduce project scope, contingent on E-Rate funding

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 of the requirements (use of qualified subcontractors is acceptable).

⁹ Factors to be considered include: customized to Applicant's needs, clarity (e.g., legibility, explanation of any deviation from RFP), complete (explanation of any deviation from RFP), consistent, accurate (e.g., shipping and taxes included, correct tax percentage used, correct math), adherence to RFP requirements. Vendor responsiveness during bid evaluation, attendance at any optional walk-through/bidders' conference, are also favorable.

Category 2 Application Form 471 for NEWLY COMPETED SERVICES

Category 2 Form 471 application for *NEWLY COMPETED SERVICES* will include:

- Items listed within the tables above are summarized here:
 - Cabling Projects
 - 13 runs fiber
 - 312 drops copper
 - 1,300 related components (Fiber)
 - 31,200 related components (Copper)
 - Internal Connections (excluding firewalls):
 - 25 Switches and associated licenses, with installation/configuration TBD
 - 89 Access Points and associated licenses, with installation/configuration TBD
 - Basic Maintenance of Internal Connections
 - 114 Licenses, unless included in Internal Connections

SPECIAL NOTES:

- None

Learningtech.org will prepare and submit the Form 471.

NOTE: Learningtech.org's service does NOT include management of the implementation of products/services.

IMPORTANT NOTICE: Current USAC rules do not allow for full eligibility of multiyear licenses that contain support features. Therefore, Applicant should plan for discounts on only 1-year of multiyear licenses. We continue to encourage USAC to revisit this policy. We also continue to recommend the purchase of 5-year licenses for new equipment, despite the potential for less-than-optimal treatment by E-Rate, anticipating the total Applicant out-of-pocket cost is less overall.

Category 2 Supplement

The following EXAMPLE shows how the E-Rate rules for Category 2 Pre-discount 5-year Budget work.

We provide this example to highlight these key points:

- Only *eligible* Category 2 products/services may be discounted
- Maximum discount is Applicant's Category 2 discount percentage multiplied by Applicant's remaining Category 2 Pre-discount 5-year Budget (80% used in this *example*)
- Applicant pays the Applicant's share of cost for eligible products/services (20% in this *example*)
- Any project amounts in excess of Applicant's remaining Category 2 Pre-discount 5-year Budget must be paid for in full by Applicant (i.e., no discounts)
- Applicant pays 100% of cost for any ineligible products/services

In this example Applicant contracts for **\$56,220** of products/services and pays **\$20,200** out of pocket after **\$36,000** of discount on the eligible products/services within remaining Category 2 Pre-discount 5-year Budget amount of **\$45,000.00**.

EXAMPLE	Pre-discount Costs		
	Total Cost	Eligible Cost	In-eligible cost
Fiber and Copper Cabling	\$10,000.00	\$10,000.00	\$0.00
Switches and licenses	\$12,000.00	\$12,000.00	\$0.00
Firewall and content filtering subscription	\$14,000.00	\$7,000.00	\$7,000.00
Access points and licenses	\$8,000.00	\$8,000.00	\$0.00
UPS	\$1,200.00	\$1,000.00	\$200.00
<i>Subtotals</i>	<i>\$45,200.00</i>	<i>\$38,000.00</i>	<i>\$7,200.00</i>
Taxes @ 10%	\$4,520.00	\$3,800.00	\$720.00
Installation	\$6,500.00	\$6,000.00	\$500.00
TOTAL	\$56,220.00	\$47,800.00	\$8,420.00
C2 Budget Remaining		\$45,000.00	
Amount exceeding C2 Budget			\$2,800.00
80% E-Rate discount on eligible costs		-\$36,000.00	
20% Applicant share of eligible cost			\$9,000.00
Applicant's out-of-pocket cost			\$20,220.00

FY2024 Planning Recap Approval – COMPETITIVE BIDDING Category 2

To ensure we have covered everything and we are all working from the same planning guidelines for FY2024, please approve this Recap with your signature and date.

We will rely on your FY2024 Planning Recap APPROVAL throughout the next several months as we work towards your FY2024 E-Rate application submission.

Signature below confirms:

- **I am authorized to sign on behalf of Magnolia Public Schools**
- **The E-Rate FY2024 Planning Recap accurately reflects our expectations for FY2024 COMPETITIVE BIDDING for CATEGORY 2**
- **Other signatures will be required for: None**

Printed Name	Alfredo Rubalcava
Signature	<i>Alfredo Rubalcava</i>
Date	Jan 24 2024

RECEIVED

BIDS

CATEGORY 2

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18220 Sherman Way
Reseda, CA 91335
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	B.1 Category 2, Internal Connections – Cabling 240001121 MSA-1 - One run from MDF to new IDF. MSA-SA - 4 runs between MDF and IDFs. MSA-SD - 4 runs between MDF and IDFs. MSA-5 - 4 runs between MDF and IDFs. MSA-1 - 12 drops MSA-SA - 10 drops MSA-5 - 290	\$0.00	\$0.00
1,300.00	Connectors and related components (Fiber) OCC LC SM Fiber Connector: 356 OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC: 26 OCC 1U Rack Fiber Enclosures RTS1U-3APB: 14 OCC 2U Rack Fiber Enclosures RTS2U-6APB: 3 OCC MTG BRKT KIT FL MT RTC/RTS 1U - BKTR1UB: 14 OCC MTG BRKT KIT 2U - BKTR2UB: 3 BLANK PANEL FOR 616-ATC 600-ATC: 30 OCC 1m SM Fiber Patch Cable: 26	\$11.68	\$15,184.00
13.00	OCC 12F Indoor Outdoor Single Mode - Fiber Runs 3250 Feet MSA-1 - One run from MDF to new IDF. MSA-SA - 4 runs between MDF and IDFs. MSA-SD - 4 runs between MDF and IDFs. MSA-5 - 4 runs between MDF and IDFs.	\$875.00	\$11,375.00
312.00	Cabling CAT6 Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000. MSA-1 - 12 drops MSA-SA - 10 drops MSA-5 - 290	\$190.00	\$59,280.00
31,200.00	Connectors and related components (Copper) Network Racks: 6 Patch Cables: 100 J Hooks, misc	\$0.27	\$8,424.00
1.00	Fiber Cabling Installation, termination, certification. Existing pathways and room in existing pathways required. No conduit work or trenching included.	\$14,700.00	\$14,700.00
1.00	Note: All line items 100% erate eligible	\$0.00	\$0.00
		Subtotal:	\$108,963.00
		Sales Tax:	\$3,323.39
		Total:	\$112,286.39

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18220 Sherman Way
Reseda, CA 91335
United States

Ruckus R750 AP Quote Option

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	B.2, B3 and B.5 Category 2, Internal Connections – Hardware 240001121 Switches: MSA-1 = 3 units MSA-SA = 6 units MSA-SD = 2 units MSA-5 = 11 units MSA-1 = 2 units MSA-7 = 1 unit Outdoor AP: MSA-1 = 4 units MSA-SA = 4 units MSA-2 = 4 units MSA-7 = 2 units MSA-5 = 4 units Indoor AP: MSA-1 = 4 units MSA-SD = 23 units MSA-5 = 38 units MSA-2 = 4 units MSA-7 = 2 units	\$0.00	\$0.00
25.00	HPE Aruba 6100 48G Class4 PoE 4SFP+ 370W Switch - switch - 52 ports - managed 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ JL675A#ABA	\$2,652.43	\$66,310.75
18.00	RUCKUS WIRELESS : Ruckus T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out. 901-T750-US01	\$1,670.26	\$30,064.68
71.00	Ruckus R750 11ax indoor AP - high-end dual-band, dual-concurrent Wi-Fi 6 AP supports 8 spatial streams (4x4:4 in 5GHz, 4x4:4 in 2.4GHz). The R750, with OFDMA and MU-MIMO capabilities, manages up to 1024 client connections with increased capacity, improved coverage and performance in ultra-high dense environments.	\$788.11	\$55,955.81
26.00	Gbic for Single Mode Fiber 10GBASE-LR SFP+ 1310nm 10km DOM SMF Duplex LC HP/Aruba Compatible J9151E-ENC	\$150.00	\$3,900.00
1.00	Installation Outdoor AP Installation (Existing network cabling, ladder height. Lifts if required will be extra): 18 Internal AP Installation (Existing network cabling, ladder height. Lifts if required will be extra): 71 Switch installation, basic configuration. AP, basic configuration	\$18,025.00	\$18,025.00
89.00	RUCKUS ONE ESSENTIALS 5-YR SUBSCRIPTION FOR 1 NETWORK DEVICE (AP OR SWITCH) FOR REC. SWITCH RMT SUPPORT IS NOT INCLUDED AND IS REQUIRED TO BE PURCHASED SEPARATELY.	\$223.68	\$19,907.52
178.00	Patch Cable Length as required 1-7 Feet Cat6	\$7.00	\$1,246.00
1.00	Note: All line items 100% erate eligible	\$0.00	\$0.00
		Subtotal:	\$195,409.76
		Sales Tax:	\$14,960.34
		Total:	\$210,370.10

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____



12 *Pricing and Data Sheets*

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing, and any changes, including service, may result in a 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 the project for any unforeseen add, moves, and changes.
- GigaKOM recommends at least 25% contingency for possible China tariff charges and supply chain delays.
- Sales Tax is the 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
- The products provided are original

- Due to size, GigaKOM is providing a link to Product Specifications:



GIGAKOM PROPOSAL for

Magnolia Public Schools - Los Angeles 470 # 240001121

E-Rate 2024 – 7/1/2024 to 6/30/2025

SPIN # 143027209
FCC # 0011991395
Certified Small Business Micro # 40936 #2003540
DIR Registration # 1000003984
Contractor License # 910431
CPUC # U-1202-C
FEIN: 50-0026417

Date: 2/21/2024

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

February 21, 2024
Magnolia Public Schools - Los Angeles
250 E 1St Street STE1500
Los Angeles, California 90012

Dear Tom Wilkerson,

We at GigaKOM are immensely grateful for the chance to share our E-rate Category 2 proposal with you. We have meticulously designed a comprehensive technical solution, envisioned as a pillar of support for your District in the many years to come.

GigaKOM prides itself on being a full-spectrum Information Technology Solutions Provider with a forte in delivering end-to-end IT solutions. Our alliances with premier network and system manufacturers empower us to furnish cost-efficient yet superior products and services. With a team of highly competent professionals, we stand ready to assist you in addressing all your technical needs. As your prospective strategic partner and trusted advisor, we are committed to working hand in hand with you to delineate and realize your strategic objectives.

Our team of engineers stands at the pinnacle of industry expertise, boasting the highest tier of certifications and training from many manufacturers, encompassing names like Cisco, HPE, Aruba, Extreme, Microsoft, and VMWare, to name a few.

Since our inception in 2003, GigaKOM has been a bastion of IT services and support. We are recognized as a certified Small Business by the State of California Department of General Services, showcasing a rich portfolio of projects that range from single-server upgrades to orchestrating the setup of comprehensive data centers.

We look forward to collaborating with you on this pivotal E-rate Category 2 project. Thank you for considering GigaKOM as a potential partner in this endeavor.

Hadi Nasr

P 858-769-5408 EXT:5527
F 858-565-2453
hadinasr@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:

Hadi Nasr
Inside Account Manager
Phone: 858-769-5408 EXT:5527
Fax: 858-565-2453
hadinasr@gigakom.com

Greg Argendeli
VP Engineering Services
Phone: (858) 769-5403
Fax: (858) 565-2443
arg@gigakom.com

Personal Assigned to this project:

Dragan Ilic is a distinguished IT professional with a robust portfolio of certifications from leading technology firms, reflecting his expertise in network engineering and systems architecture. His achievements include the prestigious Cisco Certified Internetwork Expert (CCIE) status, highlighting his proficiency in Cisco technologies and complex network infrastructures. Additionally, Dragan holds certifications from Aruba Networks and Extreme Networks, showcasing his versatility in wireless networking and high-performance network solutions. His expertise is further complemented by VMware certifications, demonstrating his skills in virtualization and cloud technologies. With over two decades of experience, Dragan's comprehensive knowledge and commitment to continuous learning make him a versatile expert capable of tackling a wide range of technical challenges in the IT field, thereby providing innovative solutions that meet the evolving needs of businesses across various sectors.

Vojislav Jovanovic is an esteemed IT professional with eighteen years of experience in networking, collaboration, and network security, complemented by specialized expertise in Cisco ISE Authentication Server Operation and Administration for over three years and extensive switch administration and integration experience spanning the same duration. His impressive portfolio includes a CCIE certification in Cisco Collaboration, alongside multiple Aruba and Extreme Networks certifications. Vojislav's career highlights include over 18 years as a delivery engineer for enterprise-level solutions and more than 15 years in project coordination and management roles. He has been instrumental in the micro and macro design for large IP/Networking solutions business analysis and has played a pivotal role in presales, earning recognition for his contribution to several large-scale projects. His ability to craft technical documents and implementation plans and engage in PreSales presentations and demonstrations underscores his comprehensive skill set and significant impact in IT.

Sasha Krstic is a highly skilled Field Services Manager with extensive experience in cabling infrastructure projects. His expertise spans across designing, implementing, and managing complex cabling systems, ensuring high-quality and efficient network infrastructure for various organizations. Sasha holds several manufacturer certifications, including those from Aruba, Extreme Networks, and Cambium Networks, which highlight his proficiency in working with leading-edge networking technologies and his commitment to maintaining the highest standards of practice in the industry. His role as a Field Services Manager has allowed him to lead teams on numerous successful projects, showcasing his ability to manage resources effectively and deliver projects on time and within budget. Sasha's deep knowledge of cabling infrastructure and his certified expertise in products from Aruba, Extreme, and Cambium make him a valuable asset to any project aiming for excellence in network infrastructure development and management.



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*

GigaKOM is a full-spectrum Information Technology Solutions Provider with a specific focus on fostering advancements in educational technology.

Our mission, deeply embedded in our ethos, is to enhance the stability and resilience of each network we have the privilege to service. Our partnerships with premier industry networks and system producers enable us to offer you superior yet cost-effective solutions that align with the highest standards of quality and innovation.

Our expert team, distinguished by their high qualifications and readiness to assist, is your go-to resource for any technical assistance. Over the years, GigaKOM has delivered many solutions encompassing desktops, mobile devices, and state-of-the-art classroom technology, extending to fully-fledged network infrastructures and data centers, including virtualization. These solutions are crafted to unlock a plethora of technological resources to amplify your School's operational efficiency and enrich students' learning experiences.

Our team of engineers embodies excellence, holding top-tier certifications and undergoing intensive training across various platforms, including but not limited to Cisco, HPE/Aruba, Extreme, Microsoft, VMWare, and Cambium.

Our reputation as an established vendor is built on a history of providing both E-RATE and non-E-RATE services throughout California, with a team that has been actively engaged in the program since its inception, comprising of even a former California Certified E-RATE Trainer. Our portfolio reflects a vast array of completed projects, ranging from single-server upgrades to conceptualizing and installing comprehensive school networks.



Experience and Qualifications

GigaKOM is your trusted partner in delivering cutting-edge Information Technology solutions. We are steadfast in our mission to enhance the stability and efficiency of the networks we manage. Our collaborations with top-tier network and system manufacturers enable us to offer high-quality, cost-effective products and services that bring tangible benefits to your business.

Our expert team is ready to support all your technical needs, offering solutions that span from individual desktop setups to comprehensive network systems, facilitating seamless access to a rich pool of technology resources to streamline your business operations. Our engineers boast the highest certifications in the industry, a testament to our commitment to excellence.

We have successfully undertaken numerous enterprise-scale projects encompassing various technologies, some of which may not be listed here. We invite you to explore the References section for details on our completed projects.



Services Overview:

- **Systems Integration:**

- **Tailored Infrastructure Design & Installation:** Customize your tech infrastructure to meet your specific needs and objectives.
- **Comprehensive Integration Services:** Seamlessly combine various systems for a unified, efficient operation.
- **Strategic Implementation Management:** Ensure smooth, timely, and successful project completions with expert oversight.

Enhance your technological prowess with GigaKOM, your singular destination catering expertly to the educational sector's nuanced requirements.

- **Network Design & Implementation (LAN/WAN):**

- **Unified Communication Systems:** Develop integrated voice, video, and data communication frameworks.
- **Infrastructure Analysis and Documentation:** Receive detailed reports and insights for ongoing optimization.

Entrust your communication needs to our certified professionals, utilizing state-of-the-art technology to foster resilient and adaptable solutions.

- **Security Services:**

- **Multi-Layered Security Strategies:** Fortify your networks with robust, comprehensive protection.
- **Customized Security System Installations:** Benefit from systems designed with your unique needs in mind.
- **Policy and Procedure Consultation:** Develop sound strategies for enduring security.

Safeguard your enterprise at every juncture with GigaKOM's holistic security solutions, offering protection that extends from physical premises to cyberspace.

- **Hardware and Software Services:**

- **Guided Product Selection and Procurement:** Navigate the market with expert advice for optimal choices.
- **Efficient Installation and Maintenance:** Enjoy smooth deployments and ongoing support.
- **Comprehensive Asset Management & License Compliance:** Manage your resources efficiently with our expert assistance.

Leverage our deep industry ties and experience for insightful guidance and adept management of your hardware and software assets.



- **Cloud Computing, Virtualization, and Thin Client Solutions:**

- **Cloud Computing:** Transition smoothly to cloud infrastructure, enjoying risk mitigation and expansive accessibility.
- **Thin Client Technology:** Adopt a centralized, cost-effective computing system that promotes easy updates and standardization.
- **Virtualization:** Realize significant savings and enhanced efficiency with modern virtualization solutions.

Navigate the intricacies of contemporary computing environments with GigaKOM's adept guidance, assisting your business in making enlightened decisions and seamless transitions to cloud, virtualization, and thin client frameworks.

- **Network Management and Maintenance:**

- **Customized Maintenance Programs:** Choose from a range of programs tailored to your network's specific needs.
- **Comprehensive Warranty Programs:** Protect your investments with our reliable warranty services.
- **Expert Labor Support:** Rely on our skilled team for continual network support and optimization.

Choose GigaKOM for personalized maintenance solutions, ensuring peak performance and longevity of your networks at all moments.

Embark on a journey towards a technologically progressive future with GigaKOM, your trusted partner in educational technology. Backed by accreditation from all major IT manufacturers, we are poised to steer your organization toward a horizon of innovation and excellence.

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 complete list of GigaKOM-certified personnel, 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:

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, don't hesitate to contact your GigaKOM sales representative for terms, conditions, and product pricing.

The 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 outlined explicitly within the purchase agreement and confirmed by both parties. The Government Agency may charge additional fees in association with the contract. Please refer to the terms of the 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 the activities needed to successfully deploy and operate the new system(s) and optimize performance during the solution's lifecycle.

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 the Client's PO
- Installation – based on the Client's schedule.

In the Preparation and Response Phase, GigaKOM will respond to the client's solution request based on the requirements specified and propose a High-Level Design and product to address the client's needs.

The Assessment Phase will determine if the existing system infrastructure, sites, and operational environment can 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 or creating vulnerable points.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at the client's 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. Next, we will list all necessary parts numbers and any additional hardware that will be needed to deliver the solution. Finally, we will allocate key team members trained and certified in the technology (per client requirements).

Assessment Phase:

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates your current facilities' infrastructure readiness to support the new technology. In addition, GigaKOM will identify physical, environmental, electrical, and procedural modifications 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 your current facilities' infrastructure readiness to support the new technology. In addition, the 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. After completing the site survey, you will identify gaps in 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. In addition, it 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 a client support model
- GigaKOM will identify the skills and knowledge required to support the 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 or creating vulnerable points.

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:**

GigaKOM will develop the project management, escalation, and communication plans during project planning and conduct an internal kick-off meeting.

Kickoff:

During the implementation project kickoff, GigaKOM will conduct the kickoff meeting with all parties involved in the system deployment. 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 to complete the project successfully. The client will be provided access to an online portal with the ability to view and track the project as phases are planned and implemented.

Staging:

GigaKOM will stage the communications hardware and software to be installed in the client's network during staging. GigaKOM will test the solution components in a non-production lab environment. After completing staging, the hardware will be 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 to integrate existing users and services from existing infrastructure into the new solution.

- Legacy System Integration: The legacy systems, as applicable, will undergo integration of the client's network solution components and require 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 implementation phase's final stage, 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 an as-built solution binder
 - o Logical and physical topology maps
 - o Serial numbers
 - o Application Configuration
 - o Site photos
 - o Test results



Operation and Optimization phase:

During the operation phase, we will justify client network investment protection by ensuring that the newly implemented solution is highly available and operating efficiently. In addition, during operations, we will set up the client to provide operational support to the network, including developing an active support plan and an Ongoing Support Handoff Kit. Another aspect of the operations setup is assisting the client in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance.

- Develop an Operation Support Plan
- Assist in the development of the Operation Management Plan.

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 essential 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 a case management system - Autotask

Incident Management Steps:

1. Identify Incident
2. Classify and prioritize the incident
3. Isolate the incident
4. Recover from an incident outage
5. Validate resolution
6. Track and monitor progress
7. Close the incident

Support Services

GigaKOM's delivery of Support Services depends 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**
 - Onsite technical support
 - Remote technical support
 - Remediation of technical issues
 - Labor-based maintenance of network components to ensure 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 the expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number and a web portal for reporting troubles on a client network.

Manufacture maintenance agreements

GigaKOM has partnered with most network manufacturers to provide warranty solutions were available to provide eligible maintenance agreements.

For maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels, and address any end-of-support issues. In addition, GigaKOM will procure the maintenance contract with the manufacturer and ensure the warranty is provided under the District's name. 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 E-rate funding.

Hardware replacement time and materials funding pools.

Within E-Rate guidelines, specific funding is available for time and materials to repair and replace for the maintenance and upkeep of eligible equipment. Where appropriate, GigaKOM will work with the District to identify the eligible equipment.

Labor-Based Technical Support:

Labor-based technical support solutions are available to provide onsite technical support, remote technical support, and remediation of technical issues designed to maintain network components to ensure equipment operates at manufacture and industry-specified performance levels.

Our Solutions provide the following:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On-demand and scheduled onsite 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

Description: GigaKOM will do the following activities over the term of the project as services are required.

- 1) Receive incident or request notifications 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.
- 2) Record all problems 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.
- 5) Prioritize activities in accordance with the documentation and procedural standards developed by GigaKOM and agreed to by the Client.
- 6) Coordination and scheduling of GigaKOM resources.

Clients under a labor-based maintenance contract will be covered under the Billing and Service Delivery Schedule below unless specifically altered under the contract.



BILLING AND SERVICE DELIVERY SCHEDULE

I Response Times:

GigaKOM provides a 24-hour Client Service Center access number and an on-line trouble ticketing portal. For tickets opened via one of these methods, GigaKOM will provide the following 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: onsite 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 onsite 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 Onsite 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 configuration issues.	8 Hour: Initial response.	72 Hours: Service Supervisor	Billing rate as quoted. Standard labor terms apply

(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 the completion

- Critical Priority is defined as an entire network down event or an event that has a critical impact on 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 network operations are severely degraded, and business operations are negatively impacted. GigaKOM may assign multiple concurrent resources to high-priority 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 network's operational performance; 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 configuration 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 the 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: 8:00 am to 5:00 pm Monday through Friday PST

Overtime: Monday through Friday, 5:00 pm to 8:00 am the following day

Weekend: Friday 5:00 pm to 8:00 am Monday

Holiday: 5:00 pm prior day of the Holiday to 8:00 am the day after the holiday

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and 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 the contract term or weekly. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contract will be tracked by GigaKOM and will be available to the client upon request. In certain instances, GigaKOM may exceed the contracted hours in service delivery. GigaKOM will invoice any additional hours at the standard rate and will notify the client when overages occur. Once identified, GigaKOM will work with the 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.
- All sales are final. If any exceptions are granted 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

For a complete list, please reach out to Nancy Mena at nancymena@gigakom.com

San Diego County Office of Education - San Diego, CA

- **Contact:** Danny Pasawongse, Executive Director of Technology, (858) 290-5661, danny.pasawongse@sdcoe.net
- **Projects & Services:**
 - LAN/WLAN upgrades, cabling infrastructure, network equipment and maintenance across multiple refresh cycles.
- **Contract Value:** Over \$10,000,000.00.

National School District - National City, CA

- **Contact:** Justin Finch, IT Supervisor, (619) 336-7712, jfinch@nsd.us
- **Projects & Services:**
 - Central data center design and installation, district-wide LAN/WLAN upgrades, cabling infrastructure, and network maintenance.
- **Contract Value:** Over \$2,500,000.00.

Chula Vista Elementary School District - Chula Vista, CA

- **Contact:** Ann-Marie Pering, Director of Purchasing, (619) 425-9600 x1483, annmarie.pering@cvesd.org
- **Projects & Services:**
 - LAN/WLAN upgrades, cabling infrastructure, network equipment and maintenance.
- **Contract Value:** Over \$2,000,000.00.



Mater Dei Catholic High School - Chula Vista, CA

- **Contact:** Julio Torres, IT Director, (619)423-2121 ext 193, jtorres@materdeicatholic.org
- **Projects & Services:**
 - LAN/WLAN upgrades, video surveillance projects, cabling infrastructure, network equipment and maintenance.
- **Contract Value:** Over \$3,000,000.00.

Carlsbad Unified School District - Carlsbad, CA

- **Contact:** Robert Allen, (760) 331-5050, rallen@carlsbadusd.net
- **Projects & Services:**
 - Wireless and wired network design and installation, network maintenance, cabling projects.
- **Contract Value:** \$2,500,000.00.

Calexico Unified School District - Calexico, CA

- **Contact:** Eduardo Perez, Director of IT, (760) 768-3888, eduardop@calexico.k12.ca.us
- **Projects & Services:**
 - Central data center and IP video surveillance design and installation, server virtualization, LAN/WLAN upgrades, cabling infrastructure, network maintenance.
- **Contract Value:** Over \$2,400,000.00.

Holtville Unified School District - Holtville, CA

- **Contact:** Anthony Martinez, IT Supervisor, (760) 756-8651, tmartinez@husd.net
- **Projects & Services:**
 - Central data center design and installation, LAN/WLAN upgrades, cabling infrastructure, video surveillance, network maintenance.
- **Contract Value:** Over \$3,500,000.00.

Palo Verde Unified School District - Blythe, CA

- **Contact:** Alex Tsubota, IT Director, (760) 922-4161
- **Projects & Services:**
 - LAN/WLAN upgrades, cabling infrastructure, network equipment and maintenance.
- **Contract Value:** Over \$3,000,000.00.

Cypress School District - Cypress, CA

- **Contact:** Teresa Lennox, Director of IT, (714) 225-4882, tlennox@cypsd.k12.ca.us
- **Projects & Services:**
 - Network upgrades, warranty, support and maintenance contracts.
- **Contract Value:** Over \$1,375,000.00.



Schools In Action - Los Angeles, CA

- **Contact:** Stephanie Conde, Director, (323) 266-4371, stephaniec@artsinactioncharter.org
- **Projects & Services:**
 - LAN/WLAN upgrades, cabling infrastructure, network maintenance.
- **Contract Value:** Over \$375,000.00.

Calvary Chapel Rialto Christian School, Rialto, CA

- **Contact:** Victor Lopez, IT Supervisor, (909-820-7300 ext: 0133, victorlopez@ccrialto.org
- **Projects & Services:**
 - LAN/WLAN upgrades, cabling infrastructure, network equipment and maintenance.
- **Contract Value:** Over \$75,000.00.

Taylion High Desert Academy, Victorville, CA

- **Contact:** Justin Saulsgiver, Network Manager, (760) 267-7973, justin.saulsgiver@taylion.com
- **Projects & Services:**
 - Network upgrades and warranty, support for multiple agencies.
- **Contract Value:** Over \$75,000.00.

Merced County Office of Education - Merced, CA

- **Contact:** Dick Chai, Network Manager, (209) 381-6699, DChai@mcoe.org
- **Projects & Services:**
 - Network upgrades and warranty, support for multiple agencies.
- **Contract Value:** Over \$375,000.00.

Aspire Schools - Oakland, CA

- **Contact:** Hector Hernandez, IT Director, (323) 837-9920, hector.hernandez@aspirepublicschools.org
- **Projects & Services:**
 - Statewide cabling infrastructure, LAN/WLAN upgrades.
- **Contract Value:** Over \$975,000.00.

Education for Change in Public Schools - Oakland, CA

- **Contact:** Amo Kaci, IT Director, 510-568-7936, akaci@efcps.net
- **Projects & Services:**
 - LAN/WLAN upgrades, cabling infrastructure, network equipment and maintenance.
- **Contract Value:** Over \$1,000,000.00.

Santa Clara County Office of Education

- **Contact:** Vince Tran, (408)453-6669, vince_tran@sccoe.org



- **Projects & Services:**
 - LAN/WLAN upgrades, network equipment and maintenance.
- **Contract Value:** Over \$600,000.00.



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 SMJUHSD 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



**CITY OF
CHULA VISTA**

FINANCE DEPARTMENT
 276 Fourth Avenue | Chula Vista CA | 91910
 (619) 585-5624

2023

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 constructed 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</p>	<p>Business License Number: 052156 Business Classification: Contractor - Specialty Tax Paid: \$117.50</p>
---	--

NOT TRANSFERABLE

Effective Date: January 1, 2023
Expiration Date: December 31, 2023

Post this license in a conspicuous place.

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 02/28/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-7 - LOW VOLTAGE SYSTEMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 72165781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
INSURED GIGAKOM, INC. 9245 ACTIVITY RD STE 105 SAN DIEGO CA 92126-4442		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sentinel Insurance Company Ltd.</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C:</td><td>Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Sentinel Insurance Company Ltd.	11000	INSURER B:	Hartford Casualty Insurance Company	29424	INSURER C:	Hartford Accident and Indemnity Company	22357	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC#																						
INSURER A:	Sentinel Insurance Company Ltd.	11000																						
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INSURER C:	Hartford Accident and Indemnity Company	22357																						
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.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			72 SBA TU1636	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000				
			MED EXP (Any one person) \$10,000				
			PERSONAL & ADV INJURY \$2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72 UEC PR7112	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person)				
			BODILY INJURY (Per accident)				
			PROPERTY DAMAGE (Per accident)				
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE
							AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NI/A	72 WEC TR0476	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$1,000,000				
			E.L. DISEASE -EA EMPLOYEE \$1,000,000				
			E.L. DISEASE - POLICY LIMIT \$1,000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.							

CERTIFICATE HOLDER For Informational Purposes 9245 ACTIVITY RD STE 105 SAN DIEGO CA 92126-4442	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>Susan L. Castaneda</i>
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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

Active Certifications

[More Help](#)

Certification Type	Status	From	To
SB(Micro)	Approved	06/02/2022	06/30/2024

The screenshot shows a web browser window with the URL <https://apps.fcc.gov/...>. The page title is "Red Light Display System". The user is logged in as "GigaKOM (FRN: 0011991395)". The main content area displays the "Current Status of FRN 0011991395" as of 10/23/2013 2:43 PM. The status is "Green", indicating no delinquent bills. A detailed explanation states that the system checks all FRNs associated with the same Taxpayer Identification Number (TIN) and that a green light means no outstanding delinquent non-tax debts are owed to the Commission. The status was last updated on 10/23/2013 at 6:39 AM and is updated daily at approximately 7 a.m. ET.

At the bottom, there is a "Customer Service" section with links for "Red Light Help", "FCC Debt Collection", "FCC Fees", and "Web Policies / Privacy Policy". It also provides the "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)" and contact information for email and fax.



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
7/19/2022	6/30/2025
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

DBA

Name



12 *Pricing and Data Sheets*

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing, and any changes, including service, may result in a 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 the project for any unforeseen add, moves, and changes.
- GigaKOM recommends at least 25% contingency for possible China tariff charges and supply chain delays.
- Sales Tax is the 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
- The products provided are original

- Due to size, GigaKOM is providing a link to Product Specifications:



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools - Los Angeles

Date 2/23/2024

Description of services

- #01 Scope of Work
MSA-1 - 12 drops MSA-SA - 10 drops MSA-5 - 290. CAT6 plenum indoor rated cable 268 wall drops and 44 ceiling drops. New pathways. We are adding a contingency amount to cover for these items.
- #02 All prices quoted are valid for 30 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 This cabling quote includes 312 total patch cords
- #07 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
- #08 GigaKOM, as a standard business practice, recommends a project contingency amount of \$23,710.52 this amount is NOT included in the price on this quote
- #09 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.

Grand Total \$ 159,342.95
Contingency \$24,000

THANK YOU

For any questions or inquiries regarding this quote, please contact
Hadi Nasr, 858-769-5408, hadinasr@gigakom.com



QUOTE

9245 Activity Road, Ste 105
San Diego, CA 92126

Customer Magnolia Public Schools - Los Angeles

Date 2/23/2024

Description of services

- #01 Scope of Work
This quote is for (13) 12 strand, OM3/4 Multi Mode indoor/outdoor rated cable from: MSA-1 - One run from MDF to new IDF. MSA-SA - 4 runs between MDF and IDFs.MSA-SD - 4 runs between MDF and IDFs. MSA-5 - 4 runs between MDF and IDFs. Existing cable if any will be pulled out and new fiber cable will be ran via existing pathway/conduit.Two multi mode patch cables are provided per cable run, LIU Fiber panels and duplex adapters. This quote is based on clinets request. The facilities will need to be inspected and this estimate reevaluated if needed.
- #02 All prices quoted are valid for 30 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 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
- #07 GigaKOM, as a standard business practice, recommends a project contingency amount of \$12,030.34 this amount is NOT included in the price on this quote
- #08 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.

Grand Total		\$ 192,979.65
Contingency		\$10,000

THANK YOU
For any questions or inuiries regarding this quote, please contact
Hadi Nasr, 858-769-5408, hadinasr@gigakom.com



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools - Los Angeles

Date 3/1/2024
Quote # H11125MB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
MSA-1	R9Y04A	Aruba	MSA-1-Aruba 6100 48G Class4 PoE 4SFP+ 3740W Switch	100%	3	\$3,094.57	\$ 9,283.71	\$881.95	\$ 10,165.66
MSA-1	Q9Y69AAE	Aruba	MSA-1-HPE Aruba Networking Central Switch Class 1 Foundational 3 year Subscription E-STU	100%	3	\$185.99	\$ 557.97	\$0.00	\$ 557.97
MSA-1	JZ526AAE	Aruba	MSA-1-HPE Aruba Networking Central Switch Class 1 Advanced 3 year Subscription E-STU	43%	3	\$327.22	\$ 981.66	\$0.00	\$ 981.66
MSA-1	H83A4E	Aruba	MSA-1-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only 6100 48G+ 740W SVC	TBD	3	\$252.90	\$ 758.70	\$0.00	\$ 758.70
MSA-1	H83A5E	Aruba	MSA-1-HPE Aruba Networking Foundational Care 3y NBD Exch 6100 48G+ 740W SVC	TBD	3	\$1,001.92	\$ 3,005.76	\$0.00	\$ 3,005.76
MSA-1	R7T04A	Aruba	MSA-1-Aruba AP-585 (US) Dual Radio 4x4:4 802.11ax Internal Omni Antennas Unified Outdoor AP	100%	4	\$1,317.60	\$ 5,270.40	\$500.69	\$ 5,771.09
MSA-1	H34YSE	Aruba	MSA-1-Aruba 3 Year Foundation Care Next Business Day Exchange AP-58x Service	TBD	4	\$367.64	\$ 1,470.56	\$0.00	\$ 1,470.56
MSA-1	Q9Y59AAE	Aruba	MSA-1-Aruba Central AP Foundation 3 year Subscription E-STU	100%	4	\$122.28	\$ 489.12	\$0.00	\$ 489.12
MSA-1	R9H97A	Aruba	MSA-1-AP-OUT-MNT-V1A Outdoor Pole/Wall Long Mount Kit	100%	4	\$66.81	\$ 267.24	\$25.39	\$ 292.63
MSA-1	Q9H63A	Aruba	MSA-1-Aruba AP-515 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax Internal Antennas Unified Campus AP	100%	4	\$511.84	\$ 2,047.36	\$194.50	\$ 2,241.86
MSA-1	HG6T6E	Aruba	MSA-1-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only AP-515 SVC	0%	4	\$25.99	\$ 103.96	\$0.00	\$ 103.96
MSA-1	HC4K0E	Aruba	MSA-1-HPE Aruba Networking Foundational Care 3y NBD Exch AP-515 SVC	100%	4	\$139.78	\$ 559.12	\$0.00	\$ 559.12
MSA-1	Q9Y59AAE	Aruba	MSA-1-Aruba Central AP Foundation 3 year Subscription E-STU	100%	4	\$122.28	\$ 489.12	\$0.00	\$ 489.12
MSA-1	Q9Y64AAE	Aruba	MSA-1-HPE Aruba Networking Central AP Advanced 3 year Subscription E-STU	48%	4	\$232.49	\$ 929.96	\$0.00	\$ 929.96
MSA-1	R3J16A	Aruba	MSA-1-AP-MNT-B Campus AP mount bracket kit (individual) type B: suspended ceiling rail, flat 15/16	100%	4	\$11.08	\$ 44.32	\$4.21	\$ 48.53
MSA-1	Installation & Configuration	GigaKOM	MSA-1-This quote includes installation and initial configuration of the following: (3) 48 Port Switch(es) (4) Exterior Access Point(s) installed up to 12' in height (4) Interior Access Point(s) installed up to 12' in height	100%	1	\$1,015.66	\$ 1,015.66	\$0.00	\$ 1,015.66
MSA-SA	R9Y04A	Aruba	MSA-SA-Aruba 6100 48G Class4 PoE 4SFP+ 3740W Switch	100%	6	\$3,094.57	\$ 18,567.42	\$1,763.90	\$ 20,331.32
MSA-SA	Q9Y69AAE	Aruba	MSA-SA-HPE Aruba Networking Central Switch Class 1 Foundational 3 year Subscription E-STU	100%	6	\$185.99	\$ 1,115.94	\$0.00	\$ 1,115.94
MSA-SA	JZ526AAE	Aruba	MSA-SA-HPE Aruba Networking Central Switch Class 1 Advanced 3 year Subscription E-STU	43%	6	\$327.22	\$ 1,963.32	\$0.00	\$ 1,963.32
MSA-SA	H83A4E	Aruba	MSA-SA-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only 6100 48G+ 740W SVC	TBD	6	\$252.90	\$ 1,517.40	\$0.00	\$ 1,517.40
MSA-SA	H83A5E	Aruba	MSA-SA-HPE Aruba Networking Foundational Care 3y NBD Exch 6100 48G+ 740W SVC	TBD	6	\$1,001.92	\$ 6,011.52	\$0.00	\$ 6,011.52



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

CustomerMagnolia Public Schools - Los Angeles										Date Quote #	3/1/2024 H11125MB
MSA-SA	R7T04A	Aruba	MSA-SA-Aruba AP-585 (US) Dual Radio 4x4:4 802.11ax Internal Omni Antennas Unified Outdoor AP	100%	4	\$1,317.60	\$	5,270.40	\$500.69	\$	5,771.09
MSA-SA	H34YSE	Aruba	MSA-SA-Aruba 3 Year Foundation Care Next Business Day Exchange AP-58x Service	TBD	4	\$367.64	\$	1,470.56	\$0.00	\$	1,470.56
MSA-SA	Q9Y59AAE	Aruba	MSA-SA-Aruba Central AP Foundation 3 year Subscription E-STU	100%	4	\$122.28	\$	489.12	\$0.00	\$	489.12
MSA-SA	R9H97A	Aruba	MSA-SA-AP-OUT-MNT-V1A Outdoor Pole/Wall Long Mount Kit	100%	4	\$66.81	\$	267.24	\$25.39	\$	292.63
MSA-SA	Q9H63A	Aruba	MSA-SA-Aruba AP-515 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax Internal Antennas Unified Campus AP	100%	23	\$511.84	\$	11,772.32	\$1,118.37	\$	12,890.69
MSA-SA	HG6T6E	Aruba	MSA-SA-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only AP-515 SVC	0%	23	\$25.99	\$	597.77	\$0.00	\$	597.77
MSA-SA	HC4K0E	Aruba	MSA-SA-HPE Aruba Networking Foundational Care 3y NBD Exch AP-515 SVC	100%	23	\$139.78	\$	3,214.94	\$0.00	\$	3,214.94
MSA-SA	Q9Y59AAE	Aruba	MSA-SA-Aruba Central AP Foundation 3 year Subscription E-STU	100%	23	\$122.28	\$	2,812.44	\$0.00	\$	2,812.44
MSA-SA	Q9Y64AAE	Aruba	MSA-SA-HPE Aruba Networking Central AP Advanced 3 year Subscription E-STU	48%	23	\$232.49	\$	5,347.27	\$0.00	\$	5,347.27
MSA-SA	R3J16A	Aruba	MSA-SA-AP-MNT-B Campus AP mount bracket kit (individual) type B: suspended ceiling rail, flat 15/16	100%	23	\$11.08	\$	254.84	\$24.21	\$	279.05
MSA-SA	Installation & Configuration	GigaKOM	MSA-SA-This quote includes installation and initial configuration of the following: (6) 48 Port Switch(es) (4) Exterior Access Point(s) installed up to 12' in height (23) Interior Access Point(s) installed up to 12' in height	100%	1	\$2,623.15	\$	2,623.15	\$0.00	\$	2,623.15
MSA-SD	R9Y04A	Aruba	MSA-SD-Aruba 6100 48G Class4 PoE 4SFP+ 3740W Switch	100%	2	\$3,094.57	\$	6,189.14	\$587.97	\$	6,777.11
MSA-SD	Q9Y69AAE	Aruba	MSA-SD-HPE Aruba Networking Central Switch Class 1 Foundational 3 year Subscription E-STU	100%	2	\$185.99	\$	371.98	\$0.00	\$	371.98
MSA-SD	JZ526AAE	Aruba	MSA-SD-HPE Aruba Networking Central Switch Class 1 Advanced 3 year Subscription E-STU	43%	2	\$327.22	\$	654.44	\$0.00	\$	654.44
MSA-SD	H83A4E	Aruba	MSA-SD-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only 6100 48G+ 740W SVC	TBD	2	\$252.90	\$	505.80	\$0.00	\$	505.80
MSA-SD	H83A5E	Aruba	MSA-SD-HPE Aruba Networking Foundational Care 3y NBD Exch 6100 48G+ 740W SVC	TBD	2	\$1,001.92	\$	2,003.84	\$0.00	\$	2,003.84
MSA-SD	Installation & Configuration	GigaKOM	MSA-SD-This quote includes installation and initial configuration of the following: (2) 48 Port Switch(es)	100%	1	\$351.48	\$	351.48	\$0.00	\$	351.48
MSA 5	R9Y04A	Aruba	MSA 5-Aruba 6100 48G Class4 PoE 4SFP+ 3740W Switch	100%	11	\$3,094.57	\$	34,040.27	\$3,233.83	\$	37,274.10
MSA 5	Q9Y69AAE	Aruba	MSA 5-HPE Aruba Networking Central Switch Class 1 Foundational 3 year Subscription E-STU	100%	11	\$185.99	\$	2,045.89	\$0.00	\$	2,045.89
MSA 5	JZ526AAE	Aruba	MSA 5-HPE Aruba Networking Central Switch Class 1 Advanced 3 year Subscription E-STU	43%	11	\$327.22	\$	3,599.42	\$0.00	\$	3,599.42
MSA 5	H83A4E	Aruba	MSA 5-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only 6100 48G+ 740W SVC	TBD	11	\$252.90	\$	2,781.90	\$0.00	\$	2,781.90



INFORMATION TECHNOLOGY SOLUTIONS PROVIDER

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

CustomerMagnolia Public Schools - Los Angeles										Date Quote #	3/1/2024 H11125MB
MSA 5	H83A5E	Aruba	MSA 5-HPE Aruba Networking Foundational Care 3y NBD Exch 6100 48G+ 740W SVC	TBD	11	\$1,001.92	\$	11,021.12	\$0.00	\$	11,021.12
MSA 5	R7T04A	Aruba	MSA 5-Aruba AP-585 (US) Dual Radio 4x4:4 802.11ax Internal Omni Antennas Unified Outdoor AP	100%	4	\$1,317.60	\$	5,270.40	\$500.69	\$	5,771.09
MSA 5	H34YSE	Aruba	MSA 5-Aruba 3 Year Foundation Care Next Business Day Exchange AP-58x Service	TBD	4	\$367.64	\$	1,470.56	\$0.00	\$	1,470.56
MSA 5	Q9Y59AAE	Aruba	MSA 5-Aruba Central AP Foundation 3 year Subscription E-STU	100%	4	\$122.28	\$	489.12	\$0.00	\$	489.12
MSA 5	R9H97A	Aruba	MSA 5-AP-OUT-MNT-V1A Outdoor Pole/Wall Long Mount Kit	100%	4	\$66.81	\$	267.24	\$25.39	\$	292.63
MSA 5	Q9H63A	Aruba	MSA 5-Aruba AP-515 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax Internal Antennas Unified Campus AP	100%	38	\$511.84	\$	19,449.92	\$1,847.74	\$	21,297.66
MSA 5	HG6T6E	Aruba	MSA 5-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only AP-515 SVC	0%	38	\$25.99	\$	987.62	\$0.00	\$	987.62
MSA 5	HC4K0E	Aruba	MSA 5-HPE Aruba Networking Foundational Care 3y NBD Exch AP-515 SVC	100%	38	\$139.78	\$	5,311.64	\$0.00	\$	5,311.64
MSA 5	Q9Y59AAE	Aruba	MSA 5-Aruba Central AP Foundation 3 year Subscription E-STU	100%	38	\$122.28	\$	4,646.64	\$0.00	\$	4,646.64
MSA 5	Q9Y64AAE	Aruba	MSA 5-HPE Aruba Networking Central AP Advanced 3 year Subscription E-STU	48%	38	\$232.49	\$	8,834.62	\$0.00	\$	8,834.62
MSA 5	R3J16A	Aruba	MSA 5-AP-MNT-B Campus AP mount bracket kit (individual) type B: suspended ceiling rail, flat 15/16	100%	38	\$11.08	\$	421.04	\$40.00	\$	461.04
MSA 5	Installation & Configuration	GigaKOM	MSA 5-This quote includes installation and initial configuration of the following: (11) 48 Port Switch(es) (4) Exterior Access Point(s) installed up to 12' in height (38) Interior Access Point(s) installed up to 12' in height	100%	1	\$4,177.47	\$	4,177.47	\$0.00	\$	4,177.47
MSA-2	R9Y04A	Aruba	MSA-2-Aruba 6100 48G Class4 PoE 4SFP+ 3740W Switch	100%	2	\$3,094.57	\$	6,189.14	\$587.97	\$	6,777.11
MSA-2	Q9Y69AAE	Aruba	MSA-2-HPE Aruba Networking Central Switch Class 1 Foundational 3 year Subscription E-STU	100%	2	\$185.99	\$	371.98	\$0.00	\$	371.98
MSA-2	JZ526AAE	Aruba	MSA-2-HPE Aruba Networking Central Switch Class 1 Advanced 3 year Subscription E-STU	43%	2	\$327.22	\$	654.44	\$0.00	\$	654.44
MSA-2	H83A4E	Aruba	MSA-2-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only 6100 48G+ 740W SVC	TBD	2	\$252.90	\$	505.80	\$0.00	\$	505.80
MSA-2	H83A5E	Aruba	MSA-2-HPE Aruba Networking Foundational Care 3y NBD Exch 6100 48G+ 740W SVC	TBD	2	\$1,001.92	\$	2,003.84	\$0.00	\$	2,003.84
MSA-2	R7T04A	Aruba	MSA-2-Aruba AP-585 (US) Dual Radio 4x4:4 802.11ax Internal Omni Antennas Unified Outdoor AP	100%	4	\$1,317.60	\$	5,270.40	\$500.69	\$	5,771.09
MSA-2	H34YSE	Aruba	MSA-2-Aruba 3 Year Foundation Care Next Business Day Exchange AP-58x Service	TBD	4	\$367.64	\$	1,470.56	\$0.00	\$	1,470.56
MSA-2	Q9Y59AAE	Aruba	MSA-2-Aruba Central AP Foundation 3 year Subscription E-STU	100%	4	\$122.28	\$	489.12	\$0.00	\$	489.12
MSA-2	R9H97A	Aruba	MSA-2-AP-OUT-MNT-V1A Outdoor Pole/Wall Long Mount Kit	100%	4	\$66.81	\$	267.24	\$25.39	\$	292.63
MSA-2	Q9H63A	Aruba	MSA-2-Aruba AP-515 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax Internal Antennas Unified Campus AP	100%	4	\$511.84	\$	2,047.36	\$194.50	\$	2,241.86



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer		Magnolia Public Schools - Los Angeles									Date	3/1/2024
											Quote #	H11125MB
MSA-2	HG6T6E	Aruba	MSA-2-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only AP-515 SVC	0%	4	\$25.99	\$	103.96	\$0.00	\$		103.96
MSA-2	HC4K0E	Aruba	MSA-2-HPE Aruba Networking Foundational Care 3y NBD Exch AP-515 SVC	100%	4	\$139.78	\$	559.12	\$0.00	\$		559.12
MSA-2	Q9Y59AAE	Aruba	MSA-2-Aruba Central AP Foundation 3 year Subscription E-STU	100%	4	\$122.28	\$	489.12	\$0.00	\$		489.12
MSA-2	Q9Y64AAE	Aruba	MSA-2-HPE Aruba Networking Central AP Advanced 3 year Subscription E-STU	48%	4	\$232.49	\$	929.96	\$0.00	\$		929.96
MSA-2	R3J16A	Aruba	MSA-2-AP-MNT-B Campus AP mount bracket kit (individual) type B: suspended ceiling rail, flat 15/16	100%	4	\$11.08	\$	44.32	\$4.21	\$		48.53
MSA-2	Installation & Configuration	GigaKOM	MSA-2-This quote includes installation and initial configuration of the following: (2) 48 Port Switch(es) (4) Exterior Access Point(s) installed up to 12' in height (4) Interior Access Point(s) installed up to 12' in height	100%	1	\$922.43	\$	922.43	\$0.00	\$		922.43
MSA-7	R9Y04A	Aruba	MSA-7-Aruba 6100 48G Class4 PoE 4SFP+ 3740W Switch	100%	1	\$3,094.57	\$	3,094.57	\$293.98	\$		3,388.55
MSA-7	Q9Y69AAE	Aruba	MSA-7-HPE Aruba Networking Central Switch Class 1 Foundational 3 year Subscription E-STU	100%	1	\$185.99	\$	185.99	\$0.00	\$		185.99
MSA-7	JZ526AAE	Aruba	MSA-7-HPE Aruba Networking Central Switch Class 1 Advanced 3 year Subscription E-STU	43%	1	\$327.22	\$	327.22	\$0.00	\$		327.22
MSA-7	H83A4E	Aruba	MSA-7-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only 6100 48G+ 740W SVC	TBD	1	\$252.90	\$	252.90	\$0.00	\$		252.90
MSA-7	H83A5E	Aruba	MSA-7-HPE Aruba Networking Foundational Care 3y NBD Exch 6100 48G+ 740W SVC	TBD	1	\$1,001.92	\$	1,001.92	\$0.00	\$		1,001.92
MSA-7	R7T04A	Aruba	MSA-7-Aruba AP-585 (US) Dual Radio 4x4:4 802.11ax Internal Omni Antennas Unified Outdoor AP	100%	2	\$1,317.60	\$	2,635.20	\$250.34	\$		2,885.54
MSA-7	H34YSE	Aruba	MSA-7-Aruba 3 Year Foundation Care Next Business Day Exchange AP-58x Service	TBD	2	\$367.64	\$	735.28	\$0.00	\$		735.28
MSA-7	Q9Y59AAE	Aruba	MSA-7-Aruba Central AP Foundation 3 year Subscription E-STU	100%	2	\$122.28	\$	244.56	\$0.00	\$		244.56
MSA-7	R9H97A	Aruba	MSA-7-AP-OUT-MNT-V1A Outdoor Pole/Wall Long Mount Kit	100%	2	\$66.81	\$	133.62	\$12.69	\$		146.31
MSA-7	Q9H63A	Aruba	MSA-7-Aruba AP-515 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax Internal Antennas Unified Campus AP	100%	2	\$511.84	\$	1,023.68	\$97.25	\$		1,120.93
MSA-7	HG6T6E	Aruba	MSA-7-HPE Aruba Networking Foundational Care 3y NBD Exch Hardware Only AP-515 SVC	0%	2	\$25.99	\$	51.98	\$0.00	\$		51.98
MSA-7	HC4K0E	Aruba	MSA-7-HPE Aruba Networking Foundational Care 3y NBD Exch AP-515 SVC	100%	2	\$139.78	\$	279.56	\$0.00	\$		279.56
MSA-7	Q9Y59AAE	Aruba	MSA-7-Aruba Central AP Foundation 3 year Subscription E-STU	100%	2	\$122.28	\$	244.56	\$0.00	\$		244.56
MSA-7	Q9Y64AAE	Aruba	MSA-7-HPE Aruba Networking Central AP Advanced 3 year Subscription E-STU	48%	2	\$232.49	\$	464.98	\$0.00	\$		464.98
MSA-7	R3J16A	Aruba	MSA-7-AP-MNT-B Campus AP mount bracket kit (individual) type B: suspended ceiling rail, flat 15/16	100%	2	\$11.08	\$	22.16	\$2.11	\$		24.27



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer		Magnolia Public Schools - Los Angeles						Date		3/1/2024	
								Quote #		H11125MB	
MSA-7-This quote includes installation and initial configuration of the following:											
MSA-7	Installation & Configuration	GigaKOM	(1) 48 Port Switch(es) (2) Exterior Access Point(s) installed up to 12' in height (2) Interior Access Point(s) installed up to 12' in height	100%	1	\$543.71	\$	543.71	\$0.00	\$	543.71
						Line Items Total	\$239,022.50	\$13,244.04	\$252,266.54		
						Shipping (as applicable)		\$0.00	\$0.00		
						Grand Total			\$252,266.54		

THANK YOU FOR YOUR BUSINESS

- GigaKOM Business Information*
SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936,DIR Registration: 1000003984
GigaKOM Job Site Terms & Conditions
1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
 2. Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour/holiday work might apply
 3. Parking on site shall be provided by the client at no cost to GigaKOM.
 4. Client will provide free and clear access to all working areas.
 5. An onsite contact and access must be provided to GigaKOM prior to job site arrival.
 6. Any down time resulting from the lack of access or client-required information, equipment is not the responsibly of GigaKOM and is billable.
 7. A \$250 fee will be billed to client for missed appointments, or site not ready for installation. Also, \$150 will be billed for additional dispatch.

All sales are final. Exceptions may be considered if a return request is submitted to GigaKOM within 20 days of the order confirmation.
GigaKOM Terms and Conditions, Billing and SLA: <http://bit.ly/GIGAKOM-TCandSLA>

--ANY WORK NOT INCLUDED IN THIS ESTIMATE WILL BE BILLED AS TIME AND MATERIAL, INCLUDING ANY ADDITIONAL LABOR OUTSIDE OF SERVICES SPECIFIED ABOVE, CONSULTING, ETC. Please refer to GigaKOM Terms and Conditions, Billing, and SLA for rates: PLEASE WORK WITH YOU ACCOUNT MANAGER ON CHANGES.

The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to the customer through a revised Estimate.


This Estimate is valid for 30 days from the day of issue (except for erate deals). Any changes to quantities and equipment specified may result in an increase in pricing.

GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on the customer site or at GigaKOM, whichever occurs first. Services/labor will be billed in milestones, the initial milestone will be billed at

Shipping charges may apply to all orders. Shipping Charges are estimates and will be billed at the actual amount if higher.
Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts* *See GigaKOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigaKOM will, based on the agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, the Client will be responsible for the full amount.
Thank you for your business

AMENDMENT DATED 01/31/2024
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2024: 7/1/2024 – 6/30/2025

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001121 (Nickname: mps_2024_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 **01/29/2024** for Form 470 # **240001121** unless updated further:

- The deadline for submission of **QUESTIONS** about this RFP is 12 pm (Pacific) on **02/18/2024**
- The deadline for submission of **PROPOSALS** in response to this RFP is 12 pm (Pacific) on **03/04/2024**

Required Pricing Form

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

Vendor Walk Through

The optional Vendor Walk Through will be held:

- **Monday, February 5, 2024, 9:00 AM (PST)**
- Magnolia Science Academy
- 18238 Sherman Way Reseda, CA 91335
- Parking info: Free Parking is available
- Site map for Magnolia Science Academy Los Lobos new site is available upon request

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.

RECEIVED

BIDS

CATEGORY 1



CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 22, 23, 24, 25, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 20, MPLS Data Network Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 21, Standalone VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 22, Cloud Hosted VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 24, Flat Rate Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 25, Sustained Bandwidth Internet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 29, Converged VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 30, Broadband with Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Pursuant to the Contract C4-DNCS-19-001-40, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes

between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name) intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

AT&T Corporation

Authorized Agent

Attention: Program Management Office

Contact Number:

Address: 2700 Watt Avenue

Email:

Room 1213

Sacramento, CA 95821

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET **"DATE EXECUTED"** shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed



E-Rate Rider

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

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

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

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

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

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



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:

CONFIDENTIAL INFORMATION

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and is not for general distribution within or outside the companies.*

Category 1 Pricing Form for Internet **Magnolia Public Schools**
BEN 17003590
Form 470 # 240001120

This Pricing Form responds to RFP section
From
Representing
CTF Participation?
499 Filer?

Vendor Info

B.1 9165597001 Special Construction at 6411
Lee Beringsmith lb5439@att.com Orchard Ave Bell CA 90201
AT&T 143001192 \$20,953.05. All other sites do not
Yes require Special Construction.
Yes Month to Month and 12 Month
Yes pricing are CalNet Next Gen Rates

Service **Internet: Internet Access service that includes a connection from any applicant site directly to the Internet Service Provider**

Features	RFP Requested Products/Services	Vendor providing	Eligible MRC	Ineligible MRC	Eligible NRC	Ineligible NRC	IP Address Costs	Firewall/ Router Costs	Other fees (e.g., taxes, move fee)	Total
Internet Service #1										
Magnolia Science Academy Carson (MSA-3)		To 1254 East Helmick Street Carson, CA 90746								
Bandwidth:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Bandwidth preferred:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Bandwidth scalable to:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Symmetrical Bandwidth	Yes	Yes								
Burstable to:	Not Burstable	Not Burstable								
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)								
Connection type	Fiber	Fiber								
Installation & Configuration	Yes	Yes								
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes								
Tier	Tier 1	Tier 1								
Up-time Reliability (SLA)	99.99%	99.90%								
Useable IP Addresses	6	Cost each->		\$0.00						
Firewall included	No	No								
Contract Term	Month-to-month (transition)	Month-to-month								
Voluntary Extensions	Month-to-month	Month-to-month								
Activation Date	7/1/2024	Enter CONFIRMED implementation date ->	Target 7/1/2024							
Internet Service #2										
Magnolia Science Academy Venice (MSA-4)		To 11330 West Graham Place Los Angeles, CA 90064								
Bandwidth:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Bandwidth preferred:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Bandwidth scalable to:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Symmetrical Bandwidth	Yes	Yes								
Burstable to:	Not Burstable	Not Burstable								
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)								
Connection type	Fiber	Fiber								
Installation & Configuration	Yes	Yes								
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes								
Tier	Tier 1	Tier 1								
Up-time Reliability (SLA)	99.99%	99.90%								
Useable IP Addresses	6	Cost each->		\$0.00						
Firewall included	No	No								
Contract Term	Month-to-month (transition)	Month-to-month								
Voluntary Extensions	Month-to-month	Month-to-month								
Activation Date	7/1/2024	Enter CONFIRMED implementation date ->	Target 7/1/2024							
Internet Service #3										
Magnolia Science Academy San Diego (MSA-SD)		To 6525 Estrella Avenue San Diego, CA 92120								
Bandwidth:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Bandwidth preferred:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	
Bandwidth scalable to:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal	

Symmetrical Bandwidth	Yes	Yes								
Burstable to:	Not Burstable	Not Burstable								
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)								
Connection type	Fiber	Fiber								
Installation & Configuration	Yes	Yes								
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes								
Tier	Tier 1	Tier 1								
Up-time Reliability (SLA)	99.99%	99.90%								
Useable IP Addresses	6	Cost each->						\$0.00		
Firewall included	No	No								
Contract Term	Month-to-month (transition)	Month-to-month								
Voluntary Extensions	Month-to-month	Month-to-month								
Activation Date	10/9/2024	Enter CONFIRMED implementation date ->	Target 7/1/2024							
Internet Service #4	To									
Magnolia Science Academy Bell (MSA-8)	6411 Orchard Avenue Bell, CA 90201									
Bandwidth:	10 Gbps	10 Gbps		\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth preferred:	10 Gbps	10 Gbps		\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth scalable to:	10 Gbps	10 Gbps		\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Symmetrical Bandwidth	Yes	Yes								
Burstable to:	Not Burstable	Not Burstable								
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)								
Connection type	Fiber	Ethernet								
Installation & Configuration	Yes	Yes								
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes								
Tier	Tier 1	Tier 1								
Up-time Reliability (SLA)	99.99%	99.90%								
Useable IP Addresses	6	Cost each->						\$0.00		
Firewall included	No	No								
Contract Term	Month-to-month (transition)	Month-to-month								
Voluntary Extensions	Month-to-month	Month-to-month								
Activation Date	7/14/2024	Enter CONFIRMED implementation date ->	Target 7/1/2024							
Internet Service #5	To									
Magnolia Science Academy Carson (MSA-3)	1254 East Helmick Street Carson, CA 90746									
Bandwidth:	5 Gbps	5 Gbps		\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth preferred:	5 Gbps	5 Gbps		\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth scalable to:	10 Gbps	10 Gbps		\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Symmetrical Bandwidth	Yes	Yes								
Burstable to:	Not Burstable	Not Burstable								
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)								
Connection type	Fiber	Ethernet								
Installation & Configuration	Yes	Yes								
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes								
Tier	Tier 1	Tier 1								
Up-time Reliability (SLA)	99.99%	99.90%								
Useable IP Addresses	6	Cost each->						\$0.00		
Firewall included	No	No								
Contract Term	1 year	1 year								
Voluntary Extensions	1 year	1 year								
Activation Date	7/1/2024	Enter CONFIRMED implementation date ->	Target 7/1/2024							
Internet Service #6	To									
Magnolia Science Academy Venice (MSA-4)	11330 West Graham Place Los Angeles, CA 90064									
Bandwidth:	5 Gbps	5 Gbps		\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal

Bandwidth preferred:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth scalable to:	10 Gbps	10 Gbps	\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Symmetrical Bandwidth	Yes	Yes							
Burstable to:	Not Burstable	Not Burstable							
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)							
Connection type	Fiber	Ethernet							
Installation & Configuration	Yes	Yes							
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes							
Tier	Tier 1	Tier 1							
Up-time Reliability (SLA)	99.99%	99.90%							
Useable IP Addresses	6	Cost each->	\$0.00						
Firewall included	No	No							
Contract Term	1 year	1 year							
Voluntary Extensions	1 year	1 year							
Activation Date	7/1/2024	Enter CONFIRMED implementation date ->	Target 7/1/2024						

Internet Service #7	To
Magnolia Science Academy San Diego (MSA-SD)	6525 Estrella Avenue San Diego, CA 92120

Bandwidth:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth preferred:	5 Gbps	5 Gbps	\$3,878.07	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth scalable to:	10 Gbps	10 Gbps	\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Symmetrical Bandwidth	Yes	Yes							
Burstable to:	Not Burstable	Not Burstable							
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)							
Connection type	Fiber	Ethernet							
Installation & Configuration	Yes	Yes							
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes							
Tier	Tier 1	Tier 1							
Up-time Reliability (SLA)	99.99%	99.90%							
Useable IP Addresses	6	Cost each->	\$0.00						
Firewall included	No	No							
Contract Term	1 year	1 year							
Voluntary Extensions	1 year	1 year							
Activation Date	10/9/2024	Enter CONFIRMED implementation date ->	Target 10/9/2024						

Internet Service #8	To
Magnolia Science Academy Bell (MSA-8)	6411 Orchard Avenue Bell, CA 90201

Bandwidth:	10 Gbps	10 Gbps	\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth preferred:	10 Gbps	10 Gbps	\$5,680.18	\$0.00	\$0.00	\$0.00	\$0.00	NA	See Proposal
Bandwidth scalable to:	15 Gbps	Select	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Symmetrical Bandwidth	Yes	Yes							
Burstable to:	Not Burstable	Not Burstable							
Handoff	Fiber-Multimode (50 micron)	Fiber-Multimode (50 micron)							
Connection type	Fiber	Fiber							
Installation & Configuration	Yes	Yes							
Confirm CPE is C1 per RFP "On-Premise Category One Equipment"	Applicant equipment to be used	Yes							
Tier	Tier 1	Tier 1							
Up-time Reliability (SLA)	99.99%	99.90%							
Useable IP Addresses	6	Cost each->	\$0.00						
Firewall included	No	No							
Contract Term	1 year	1 year							
Voluntary Extensions	1 year	1 year							
Activation Date	7/14/2024	Enter CONFIRMED implementation date ->	Target 7/14/2024						

REQUEST FOR PROPOSALS
E-Rate Eligible Products and Services
Funding Year 2024: 7/1/2024 – 6/30/2025
PART 1 – GENERAL INFORMATION

AT&T'S GENERAL RESPONSE TO THE RFP

**AT&T'S GENERAL RESPONSE TO MAGNOLIA PUBLIC SCHOOLS REQUEST FOR PROPOSALS FOR E-RATE
ELIGIBLE CATEGORY 1 PRODUCTS AND SERVICES,
FORM 470 E240001120**

("AT&T's General Response")

Notwithstanding anything contained in **Magnolia Public Schools Request for Proposals for E-Rate Eligible Category 1 Products and Services, Form 470 E240001120** ("RFP") to the contrary, AT&T Corp., through its service providing affiliates (collectively "AT&T"), is submitting this Response ("Response") to **Magnolia Public Schools** (herein "Customer") pursuant to the terms and conditions contained in that certain Standard Agreement No. C4-DCNS-19-001-40, effective as of April 15, 2020 between AT&T and the California Department of Technology (the "**CALNET NextGen Contract**"). A copy of the **CALNET NextGen Contract**, including the required **CALNET Authorization to Order (CALNET NextGen ATO)**, is available online at <https://cdt.ca.gov/services/calnet-services/> (**CALNET NextGen Contract**) and <https://cdt.ca.gov/services/wp-content/uploads/sites/2/2020/05/CALNET-ATT-STD-213-CAT20-25-JW-R.pdf> (**ATO**), or will be provided upon request by AT&T. The **CALNET NextGen Contract**, the **CALNET NextGen ATO**, an E-Rate Rider and E-Rate Response Supplement and any associated transaction-specific documents (copies of all of which are attached to this Response) will be collectively referred to hereafter as the "**CALNET NextGen Documents**".

The terms and conditions of the **CALNET NextGen Documents** are incorporated herein by reference as part of this Response and as though set forth in full herein. The pricing submitted in this Response assumes use of the **CALNET NextGen Documents** as the basis of any final, negotiated contract between the parties. Authorized entities that are allowed to purchase off of the CALNET NextGen Contract would not be permitted to apply E-Rate discounts towards any administrative fees or overhead costs they are charged.

The services provided hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the **CALNET NextGen Documents**. Except as may be specifically clarified by AT&T in this Response, AT&T takes exception to any terms or conditions contained in the RFP that are inconsistent with or include terms in addition to those from the **CALNET NextGen Documents**. This applies whether or not such exception is identified in the Response in the section of the RFP to which the exception corresponds. The absence of any individual response to a specific section of the RFP cannot be considered a waiver of any objection or an agreement to that section's provisions. Similarly, the inclusion of any specific comment/exception does not remove the applicability of this general exception. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

Any software used with the Services 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 shall take precedence over any agreement between the parties as relates to such software.

AT&T respectfully requests that information in this document be held confidential by the Customer to the extent allowed under applicable law.

Submission of this proposal does not obligate either party to enter a contract of any kind, create legal obligations on the part of either party or obligate either party to pay expenses incurred by the other party. Any agreement between the parties must be in writing and signed by both parties after negotiation of appropriate terms and conditions. It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest

FY2024 E-Rate Request for Proposals

ethical and legal standards. Given the long and successful history of AT&T, we are confident, if AT&T is selected, this will be a successful contracting process, leading to a successful project performance.

E-RATE RESPONSE SUPPLEMENT TO RFP (“E-Rate Response Supplement”)

As noted in AT&T’s Response to **Magnolia Public Schools Request for Proposals for E-Rate Eligible Category 1 Products and Services, Form 470 E240001120**, this *E-Rate Response Supplement to RFP* supplements the Response as it relates to certain E-Rate related topics. In some places, the below refers to the AT&T E-Rate Rider, which is part of the *CALNET NextGen Documents* in AT&T’s Response.

- **EXPERIENCE.** The AT&T family of companies (“AT&T”) has been participating in the E-Rate program for schools and libraries since the program's inception and can provide a wide range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.
- **ATT COMPLIANCE WITH FCC RULES.** AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.
- **SPIN and FCC REGISTRATION.** AT&T Corp will provide the services hereunder. Evidence of AT&T Corp’s most recent Service Provider Annual Certification Form can be found at the following link: [Spin Contact Search \(usac.org\)](#). Proof of AT&T’s “green-light” status is attached hereto. AT&T Corp’s **Service Provider Identification Number (“SPIN”)** is 143001192, and its **Federal Communications Commission Registration Number** is 0005937974.
- **E-RATE COMPLIANCE TRAINING.** AT&T has a policy that all individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. AT&T E-rate Training material is based on FCC/USAC E-rate program rules and information primarily from the SLD website @ <http://www.universalservice.org/sl/>.
- **INVOICING (SPI and BEAR billing).** AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. (*See Section 10 of the AT&T E-Rate Rider*).
- **COMMENCEMENT OF WORK.** See Section 6 of the AT&T E-Rate Rider for options for timing of commencement of work (Customer will select an option in Section 6).
- **TIMELY INFORMATION AND DOCUMENTATION.** AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.
- **INVOICE PRE-APPROVAL.** AT&T will comply with all applicable E-rate rules, but E-rate rules do not require AT&T to pre-submit invoice copies for Applicant approval prior to filing.
- **LOWEST CORRESPONDING PRICE.** AT&T complies with all USAC guidelines and FCC Rules, including those around the Lowest Corresponding Price.
- **NATIONAL SECURITY THREATS.** AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-rate program as first outlined in November 2020 in DA 20-1418, the 2021 Eligible Services List. [Eligible Services List - Universal Service Administrative Company \(usac.org\)](#).
- **RECORD RETENTION.** AT&T will follow all FCC rules (47 CFR 54.516 Audits and Inspections) around document retention, audits and inspections. Any additional record retention and audit requirements will be as set

forth in the *CALNET NextGen Documents*.

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

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

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

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

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

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

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

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

FY2024 E-Rate Request for Proposals

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

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/>.

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:

- Include 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 first 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.

AT&T's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths utilizing the Cal Net contract. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

Please refer to your RFP Response Package for proposal details include product, pricing and contract information. Please note: All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

A sample ATO associated with Cal Net is included.

The *CALNET NextGen Contract* will expire as of June 30, 2025. Service under said *CALNET NextGen Contract* is available until that time, although the State of California has the option to extend *CALNET NextGen* for three additional one-year periods, through June 30, 2028.

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

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 as well as all applicable state and local laws.

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.

AT&T's Response:

AT&T agrees with respect to information submitted in Form 471 filings. AT&T respectfully requests that information in this document be held confidential by the Customer to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

Vendors may bid on the entire RFP or on any numbered group of section **B. Products And Services Sought** in **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).

AT&T's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths utilizing the Cal Net contract. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

Please refer to your RFP Response Package for proposal details include product, pricing and contract information.

A sample ATO associated with Cal Net is included.

All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

The ***CALNET NextGen Contract*** will expire as of June 30, 2025. Service under said ***CALNET NextGen Contract*** is available until that time, although the State of California has the option to extend ***CALNET NextGen*** for three additional one-year periods, through June 30, 2028.

For the price(s) quoted herein, AT&T will provide only the items of equipment and/or services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid Response, and use of terms and phrases, such as "all costs" or similar terms 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 reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service. Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of a certain date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

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.

AT&T's 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.

1.4 Proposal Elements

A responsive proposal will include the following elements:

- a) Applicant reference info:

FY2024 E-Rate Request for Proposals

- 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/>.

b) Vendor background

- Name
- Vendor Contact Information (email and phone)
- Form of Organization
- Names of Principals
- Years in Business

AT&T's Response:

The individual that will be assigned overall responsibility for the RFP Response and Bid is Lee Beringsmith with email lee.beringsmith@att.com.

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>.

Other AT&T financial information can be found on the same Investor Relations Website.

- Confirmation of the Vendor Qualifications as further described below
- E-Rate track record:
- Vendor Service Provider Identification Number [SPIN]

AT&T's Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

- References: K-12 or library references for similar projects

AT&T's Response:

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

FY2024 E-Rate Request for Proposals

- Evidence of routinely successful SLD funding approvals

AT&T's Response:

AT&T family of companies is the largest single Service Provider under the School and Library Program. In 2023 PY, AT&T family of companies were the largest Service Provider of Category 1 services representing 9.97% of all Category 1 services, as measured by e-rate requested dollars.

- 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)

AT&T's 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 and the **CALNET NextGen Documents**. 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's 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 **CALNET NextGen Documents**.

c) Product/Service solution:

- Details are provided in section **B. Products And Services Sought** of **PART 2 – SPECIFIC INFORMATION**
- Provide succinct list of exceptions to any requirements, terms, or conditions of this RFP

AT&T's Response:

Notwithstanding anything contained in **Magnolia Public Schools Request for Proposals for E-Rate Eligible Category 1 Products and Services, Form 470 E240001120** ("RFP") to the contrary, AT&T Corp., through its service providing affiliates (collectively "AT&T"), is submitting this Response ("Response") to **Magnolia Public Schools** (herein "Customer") pursuant to the terms and conditions contained in that certain Standard Agreement No. C4-DCNS-19-001-40, effective as of April 15, 2020 between AT&T and the California Department of Technology

(the “*CALNET NextGen Contract*”). A copy of the *CALNET NextGen Contract*, including the required *CALNET Authorization to Order (CALNET NextGen ATO)*, is available online at <https://cdt.ca.gov/services/calnet-services/> (*CALNET NextGen Contract*) and <https://cdt.ca.gov/services/wp-content/uploads/sites/2/2020/05/CALNET-ATT-STD-213-CAT20-25-JW-R.pdf> (*ATO*), or will be provided upon request by AT&T. The *CALNET NextGen Contract*, the *CALNET NextGen ATO*, an E-Rate Rider and E-Rate Response Supplement and any associated transaction-specific documents (copies of all of which are attached to this Response) will be collectively referred to hereafter as the “*CALNET NextGen Documents*”.

The terms and conditions of the *CALNET NextGen Documents* are incorporated herein by reference as part of this Response and as though set forth in full herein. The pricing submitted in this Response assumes use of the *CALNET NextGen Documents* as the basis of any final, negotiated contract between the parties. Authorized entities that are allowed to purchase off of the *CALNET NextGen Contract* would not be permitted to apply E-Rate discounts towards any administrative fees or overhead costs they are charged.

The services provided hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the *CALNET NextGen Documents*. Except as may be specifically clarified by AT&T in this Response, AT&T takes exception to any terms or conditions contained in the RFP that are inconsistent with or include terms in addition to those from the *CALNET NextGen Documents*. This applies whether or not such exception is identified in the Response in the section of the RFP to which the exception corresponds. The absence of any individual response to a specific section of the RFP cannot be considered a waiver of any objection or an agreement to that section’s provisions. Similarly, the inclusion of any specific comment/exception does not remove the applicability of this general exception. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T’s Response to it, and to expedite any purchases made pursuant to this AT&T offer.

Any software used with the Services 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 shall take precedence over any agreement between the parties as relates to such software.

AT&T respectfully requests that information in this document be held confidential by the Customer to the extent allowed under applicable law.

Submission of this proposal does not obligate either party to enter a contract of any kind, create legal obligations on the part of either party or obligate either party to pay expenses incurred by the other party. Any agreement between the parties must be in writing and signed by both parties after negotiation of appropriate terms and conditions.

- Confirm that no products or components from any “covered company,” as designated by the FCC, are included in the proposal

AT&T’s Response:

None of the product and services proposed in response utilize any equipment or services provided 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.

- d) Vendor’s proposed Terms and Conditions, including any early termination provisions

AT&T’s Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp. is submitting this Response to **Magnolia Public Schools** (herein “Customer”) pursuant to the terms and conditions contained in that certain Standard Agreement No. C4-DCNS-19-001-40, effective as of April 15, 2020 between AT&T and the California Department of Technology (the “*CALNET NextGen Contract*”). A copy of the *CALNET NextGen Contract*, including the required *CALNET Authorization to Order (CALNET NextGen ATO)*, is available online at

<https://cdt.ca.gov/services/calnet-services/> (***CALNET NextGen Contract***) and <https://cdt.ca.gov/services/wp-content/uploads/sites/2/2020/05/CALNET-ATT-STD-213-CAT20-25-JW-R.pdf> (***ATO***), or will be provided upon request by AT&T. The ***CALNET NextGen Contract***, the ***CALNET NextGen ATO***, an E-Rate Rider and E-Rate Response Supplement and any associated transaction-specific documents (copies of all of which are attached to this Response) will be collectively referred to hereafter as the “***CALNET NextGen Documents***”.

- e) For Category 2 proposals, signed “Additional Category 2 Provisions” pages N/A
- f) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template³, upon applicant decision to award *and before the Form 471 deadline*
N/A
- g) Signature of Vendor’s authorized representative on cover letter and/or Proposal Signature Page of the SPECIFIC section

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’s Response:

AT&T does not intend that the information described in this Proposal Response is to be the final expression between the parties. AT&T’s Proposal Response is submitted subject to the provisions of its Response and the terms and conditions of the ***CALNET NextGen Documents***, which when mutually agreed by the parties, will form the complete and final agreement of the parties. AT&T is open to possibly incorporating non-conflicting terms of the RFP, as responded to by AT&T, into the final contract, however, the final negotiated contract documents would take precedence over the RFP and Response documents.

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

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; please inquire if you have not received acknowledgement of an email submission within 3 business days (sealed bids will not be acknowledged until opened)
- 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

Specifications are provided in section **D. Evaluation Criteria** of **PART 2 – SPECIFIC INFORMATION**.

AT&T's 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.

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's 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 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.

- 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's 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.

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.

AT&T's 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.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on the first page 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 the first page of **PART 2 – SPECIFIC INFORMATION** section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy must be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details on the first page of the SPECIFIC section
- Otherwise, proposals should be submitted by electronic mail, to the email address shown on the first page of the SPECIFIC section

Pricing information may be submitted as described in section **E. Other Specifications** of **PART 2 – SPECIFIC INFORMATION**

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.

AT&T's 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 Customer 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 "complete" or "all" 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's 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's Response:

Notwithstanding contained in this RFP to the contrary, AT&T's Response is submitted pursuant to the terms and conditions of the ***CALNET NextGen Documents***. All terms and conditions relating to acceptance procedures and payment shall be as set forth in the ***CALNET NextGen Documents***. Further, AT&T will not commit to follow "industry standards," 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's Response:

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

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's 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/>

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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’s 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.

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, and in the event of significant changes in circumstances beyond Applicant’s control, such as reduced E-Rate funding, major state K-12 or library budget cuts or inability to obtain required permits, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof. 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's 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.

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's 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's Response:

Notwithstanding contained in this RFP to the contrary, AT&T's Response is submitted pursuant to the terms and conditions of the *CALNET NextGen Documents*. All terms and conditions relating to warranty and/or Service Level Agreements shall be as set forth in the *CALNET NextGen Documents*.

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's Response:

Notwithstanding contained in this RFP to the contrary, AT&T's Response is submitted pursuant to the terms and conditions of the *CALNET NextGen Documents*. All terms and conditions relating to "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" shall be as set forth in the *CALNET NextGen Documents*.

All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

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's Response:

AT&T takes exception. For the discounts quoted, AT&T will provide the equipment/services quoted and will comply with the RFP requirements as responded to by AT&T pursuant to the *CALNET NextGen Documents*. AT&T has provided competitive pricing; but because of the size and scope of our business, we cannot guarantee how this pricing and other terms may compare with other pricing and terms. Any pricing or other terms provided to other customers would not impact this procurement.

AT&T complies with the E-rate lowest corresponding price rule and other E-rate rules as applicable. AT&T will be responsible for an AT&T violation of the lowest corresponding price rule to the extent required by applicable E-rate rules.

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.

AT&T’s Response:

AT&T’s proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the 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’s 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 Specifications** 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
 - <https://www.k12.wa.us/certification/regulations-and-reports>
 - <https://www.k12.wa.us/policy-funding/child-nutrition/procurement>
 - Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at <https://www.azauditor.gov/reports-publications/school-districts/faqs/procurement>
 - <https://spo.hawaii.gov/references/hrs/>
 - <https://dhhl.hawaii.gov/>
 - <https://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's 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 *CALNET NextGen Documents*. 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's 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. 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.

AT&T's Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp. is submitting this Response to **Magnolia Public Schools** (herein "Customer") pursuant to the terms and conditions contained in that certain Standard Agreement No. C4-DCNS-19-001-40, effective as of April 15, 2020 between AT&T and the California Department of Technology (the "*CALNET NextGen Contract*"). A copy of the *CALNET NextGen Contract*,

including the required *CALNET Authorization to Order (CALNET NextGen ATO)*, is available online at <https://cdt.ca.gov/services/calnet-services/> (*CALNET NextGen Contract*) and <https://cdt.ca.gov/services/wp-content/uploads/sites/2/2020/05/CALNET-ATT-STD-213-CAT20-25-JW-R.pdf> (*ATO*), or will be provided upon request by AT&T. The *CALNET NextGen Contract*, the *CALNET NextGen ATO*, an E-Rate Rider and E-Rate Response Supplement and any associated transaction-specific documents (copies of all of which are attached to this Response) will be collectively referred to hereafter as the “*CALNET NextGen Documents*”.

⁴ California SB854 requires all contractors and subcontractors of any tier intending to bid or perform work on public works projects to be registered with the California Department of Industrial Relations (DIR) and annually renew online for the program. For more information on DIR Registration, refer to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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.

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's Response:

AT&T does not intend that the information described in this Proposal Response is to be the final expression between the parties. AT&T's Proposal Response is submitted subject to the provisions of its Response and the terms and conditions of the *CALNET NextGen Documents*, which when mutually agreed by the parties, will form the complete and final agreement of the parties. AT&T is open to possibly incorporating non-conflicting terms of the RFP, as responded to by AT&T, into the final contract, however, the final negotiated contract documents would take precedence over the RFP and Response documents.

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 proposed *CALNET NextGen Documents*. Pricing set forth in the Response assumes the use of the proposed *CALNET NextGen Documents* as the fundamental contractual document between the parties.

All terms and conditions relating to order of priority, termination and compliance with laws shall be as set forth in the proposed *CALNET NextGen Documents*. Further, 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's 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 *CALNET NextGen Documents*.

- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant

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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's 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.

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's Response:

Please see AT&T's Response directly above.

Pursuant to E-Rate and FCC Free Services Advisory rules, Customer 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 *CALNET NextGen Documents*.

Unless otherwise specified, Applicant strongly prefers contract term to:

- 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's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths utilizing the Cal Net contract. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

Please refer to your RFP Response Package for proposal details include product, pricing and contract information. Please note: All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

A sample ATO associated with Cal Net is included.

The *CALNET NextGen Contract* will expire as of June 30, 2025. Service under said *CALNET NextGen Contract* is available until that time, although the State of California has the option to extend *CALNET NextGen* for three additional one-year periods, through June 30, 2028.

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 2024 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's Response:

Notwithstanding contained in this RFP to the contrary, AT&T's Response is submitted pursuant to the terms and conditions of the *CALNET NextGen Documents*. All terms and conditions relating to "mileage charges, equipment rental charges, taxes and shipping" shall be as set forth in the *CALNET NextGen Documents*.

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's Response:

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

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

AT&T's Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet (ADI) 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's Response:

The Federal Communications Commission Registration Number ("FCCRN") for AT&T Corp is 0005937974.

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

AT&T's Response:

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

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.

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- Vendor must be able to provide evidence of Green Light Status

AT&T's 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's Response:

AT&T Corp 143001192 is an eligible Telecommunications Services provider as defined by USAC Schools & Libraries Eligible Services mechanism. Evidence of (insert name of AT&T Entity)'s most recent Service Provider Annual Certification Form can be found at the following link: <https://slweb.usac.org/Spin/Search>

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

AT&T's Response:

AT&T Corp 143001192 is an eligible Telecommunications Services provider as defined by USAC Schools & Libraries Eligible Services mechanism. Evidence of (insert name of AT&T Entity)'s 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, and must provide documentation of being an authorized reseller 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's Response:

All terms and conditions relating to indemnification and limitation of liability shall be as set forth in the proposed *CALNET NextGen Documents*.

- 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's 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 ten 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 types of evidence of preferred Vendor qualifications. Qualifications listed below are illustrative of appropriate qualifications for common E-Rate K-12 or library technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal provides evidence, of experience successfully implementing comparably sized, approved K-12 or library E-Rate projects
- Proposal provides evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, and similar equipment within the K-12 or library marketplace
- 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's 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.

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 *CALNET NextGen 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

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.

AT&T's Response:

AT&T's Response is submitted pursuant to the existing CALNET NextGen Contract which contains specific requirements for Insurance.

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:

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- 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's 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 *CALNET NextGen 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 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 Customer 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's Response:

The undersigned 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 *CALNET NextGen Documents*.

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

AT&T's 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's 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 it is impossible for AT&T to determine whether any Customer official, employee or agent may be a shareholder in AT&T, Inc.

However, the Customer should make such an inquiry of its own officials, employees and agents prior to entering into

an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these Customer 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's Response:

AT&T will comply with all legally required background check requirements and will work with the Customer to address any additional background check policies consistent with applicable collective bargaining agreements, privacy concerns and AT&T policies. Any additional background checks, beyond those which are legally required, will be as mutually agreed and at the Customer's expense.

TB testing would need to be coordinated with the employee's supervisor as there is no standard TB testing procedure in place.

- 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.

AT&T's 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.

All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

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.

AT&T's Response:

Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

AT&T determines the taxes and surcharges that appear on our bill according to the services that are purchased. Taxes vary greatly depending on the geographic location, and we follow all jurisdictional tax laws. We calculate taxes according to a percentage of revenue on the net amount that we bill. Some taxes, primarily on local service, are a flat dollar amount (e.g., \$1.00 per access line).

Please note: All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

We may also add surcharges to certain services. The Universal Connectivity Charge (UCC), Administrative Expense Fee (AEF), Property Tax Allotment (PTA), and Federal Regulatory Fee (FRF) apply to all regulated, interstate, and international/U.S. billed services. We apply the surcharges to the net invoiced amount. This means that we base the taxes and surcharges on the lowest amount possible.

Beginning April 1, 2023, California is moving from six separate surcharges to one flat rate for funding California's six Universal Service Programs (see <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees>):

- CA Advanced Services Fund
- CA High Cost Fund A
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- Deaf & Disabled Telecom Program
- California Teleconnect Fund

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

AT&T's 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

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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 a certain date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

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

REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2024: 7/1/2024 – 6/30/2025
PART 2 – SPECIFIC INFORMATION

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_470_c1)

<i>Submit QUESTIONS about this RFP or associated Form 470 by email to:</i>
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.

<i>Submit PROPOSALS, including Signature Page and Pricing Form by email¹ to:</i>
erate.mps@learningtech.org
Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of PROPOSALS is 12pm PST, 35 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/Superintendent, 213-628-3634 x100, arubalcava@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
Applicant Implementation Contact	Rasul Monoshev, IT Director, 213-628-3634 x102, rmonoshev@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
REMINDER 2	The E-Rate consultant is NOT the Customer

General Description

Magnolia Public Schools [MPS] is located in CA and is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), serving 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. Two schools are co-located (MSA1 and MSA5); thus 10 sites require Internet connectivity. MPS applies for E Rate as a “charter district.”

Network Topology

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

1. 5 Gbps for Central Office
2. 10 Gbps for MSA-1 Reseda & MSA-5 Los Lobos (currently collocated with MSA1, thus does not require separate service)
3. 5 Gbps for MSA-2 Valley
4. 5 Gbps for MSA-3 Carson
5. 5 Gbps for MSA-4 Venice
6. 5 Gbps for MSA-6 Palms
7. 5 Gbps for MSA-7 Elementary
8. 10 Gbps for MSA-8 Bell
9. 5 Gbps for MSA-SD
10. 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

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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 250 East 1 st Street Ste 1500 Los Angeles CA 90012	17003590
1	Magnolia Public Schools Central Office 250 East 1st Street, Ste 1500 Los Angeles, CA 90012	17003776
2	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335	234483
3	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
4	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
5	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
6	Magnolia Science Academy Los Lobos (MSA-5) 18238 Sherman Way Reseda, CA 91335	16056860
7	Magnolia Science Academy Palms (MSA-6) 745 S. Wilton Pl. Los Angeles, CA 90005	16056861
8	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
9	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
10	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
11	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863

B. Products And Services Sought

Vendors may bid on the entire RFP or on any numbered group of this section.

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**

B.1 Category 1, Direct Internet Access

Direct Internet Access			
Recipient of Service Service Address FY2024 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746 <i>Service to start 7/1/24</i>			
Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064 <i>Service to start 7/1/24</i>	<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> 6 usable
Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120 <i>Service to start 10/9/24</i>			

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5 Gbps Month-to-Month Service (transition period if needed)			
Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201 <i>Service to start 7/14/24</i> 10 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> 6 usable
Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746 <i>Service to start 7/1/24</i> Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064 <i>Service to start 7/1/24</i> Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120 <i>Service to start 10/9/24</i> Preferred 5 Gbps Scalable Up to 10 Gbps Contracted Service (Preferred Term = 12 months)	<u>Current:</u> Multimode fiber (optical) 50 micron <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> 6 usable

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FY2024 E-Rate Request for Proposals

Direct Internet Access			
Recipient of Service Service Address FY2024 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201 <i>Service to start 7/14/24</i> Preferred 10 Gbps Scalable Up to 15 Gbps Contracted Service (Preferred Term = 12 months)	<u>Current:</u> Multimode fiber (optical) 50 micron <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> 6 usable

Magnolia Public Schools
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Other Category 1 Technical Specifications:

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

AT&T's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths utilizing the Cal Net contract. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

Please refer to your RFP Response Package for proposal details include product, pricing and contract information. Please note: All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

A sample ATO associated with Cal Net is included.

The *CALNET NextGen Contract* will expire as of June 30, 2025. Service under said *CALNET NextGen Contract* is available until that time, although the State of California has the option to extend *CALNET NextGen* for three additional one-year periods, through June 30, 2028.

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.

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution (e.g., Customer Premise Equipment [CPE], handoff)
- If vendor supplies any Customer Premise Equipment [CPE], Applicant ***strongly prefers*** it meet the E-Rate program requirements for On-Premise Category One Equipment
- If proposed, On-Premise Category One Equipment, must not provide more than a single connection across the point of demarcation
- For Leased Lit Fiber or Leased Dark Fiber solutions, please include a detailed cost breakdown of equipment, labor and/or any other fees to light the fiber runs

AT&T's Response:

AT&T is NOT offering a Dark fiber or Fiber Strands solution for this project.

- Proposal should include ***Applicant's preferred handoff***, or clearly describe the handoff to be provided
- Symmetrical bandwidth preferred
- Network availability = 99.99% preferred

Magnolia Public Schools
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AT&T's Response:

AT&T is proposing the AT&T CALNET NEXTGen SLA as listed in the AT&T CALNET NextGen Service Guide.

- Burstable bandwidth = **No**
- Major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements) preferred
- 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, **07/01/24 for MSA-3 & MSA-4, 10/9/24 for MSA-SD, 7/14/24 for MSA-8** with preference of up to 30 days prior to allow for testing.² **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's 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 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 Customer per E-Rate rules.

Other Category 1 Proposal Specifications:

- Provide a brief summary, in non-technical terms, of what the solution provides
- The Pricing Form attached to the Form 470 is the ***strongly preferred*** form for submission of proposal pricing. **Please return the completed Pricing Form in the original Excel format (do not PDF!).** To be sure you have provided all the required data elements for your proposal to be favorably considered, please use the Pricing Form. **No deviation may be introduced between the submitted pricing and any resulting contract**

AT&T's Response:

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service. Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of a certain date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

- Provide pre-discount pricing 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
- Provide separate line item subtotals for *eligible* vs. *ineligible* product, taxes, shipping, and initial installation/configuration, if applicable
- Taxes: Include sales taxes based on tax rate for site listed in RFP (explicitly for zip code

Magnolia Public Schools
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- of installation site)
- Confirm that no products or components from any “covered company,” as designated by the FCC, are included in the proposal

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

Submission of a proposal acknowledges:

- Applicant reserves the right to award all, part, or none of the services set forth in this procurement
- Proposal is valid through the close of the application window and will be honored through completion of any associated documentation
- Proposals that include generic price lists will be considered non-responsive and will not be included in the evaluation

Other Category 1 Contract Specifications:

- 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 a Pricing Form per site
- Contract with no early termination fees preferred
- All Vendor pricing, including installation, must remain valid through the E-Rate application window, including through necessary extension periods, until all products/services are delivered to Applicant
- Strongly prefer the proposal, and any resulting contract, 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
- Confirm that no products or components from any “covered company,” as designated by the FCC, are included in the proposal
- 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**
- **To coincide with E-Rate funding year, 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).

AT&T's 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.

Unless, explicitly stated otherwise, the preferred contract terms include:

- Initial term of *approximately* one (1) year 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's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths utilizing the Cal Net contract. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

Magnolia Public Schools
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Please refer to your RFP Response Package for proposal details include product, pricing and contract information. Please note: All monthly recurring charges and usage-based charges are subject to a 2.5 percent State Associated Administrative Fee (SAAF). This fee is not included in the catalog pricing and will appear separately within the itemized taxes, fees and surcharges section on the customer's invoice.

A sample ATO associated with Cal Net is included.

The *CALNET NextGen Contract* will expire as of June 30, 2025. Service under said *CALNET NextGen Contract* is available until that time, although the State of California has the option to extend *CALNET NextGen* for three additional one-year periods, through June 30, 2028.

- Option to upgrade bandwidth during the contract term

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 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.

Magnolia Public Schools
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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

AT&T's Response:

As to this section, "Evaluation Criteria", 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.

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including price of the eligible products and services as the highest weighted factor. In the best interest of the Applicant, the following secondary factors may be considered, as further described below:

Category 1 Criteria
Price of eligible products/services ⁵
Functionality/completeness/specifications of proposed solution ⁶
Unit price of the eligible products/services ⁷
Low cost of <i>ineligible</i> products and services ⁸
Projected implementation timeline based on prior performance ⁹
Vendor qualifications ¹⁰
Contract terms and conditions ¹¹
Extent to which a single-provider, turnkey solution is provided ¹²
Quality of proposal document(s) ¹³

AT&T's 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.

⁵ This criterion is required and must be the most heavily weighted, per E-Rate program rules. Average annual price over the full initial term (not just the first year) will be taken into consideration.

⁶ For Category 1, *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 solutions. Solutions that emphasize safety, privacy, and security are strongly preferred.

⁷ For example, price per Mbps.

⁸ Such as: Early Termination Fees, Applicant labor to modify existing configurations.

⁹ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise

Magnolia Public Schools
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specified elsewhere in this RFP).

¹⁰ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

¹¹ 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. Voluntary renewal options are 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.

¹² *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.

¹³ The extent to which the proposal documents are customized to Applicant's needs, clear, complete, consistent, accurate, and adhere to RFP requirements. Vendor responsiveness during bid evaluation, attendance at any optional walk-through/bidders' conference, are also favorable.

Magnolia Public Schools
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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 or with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the Pricing Form attached to the Form 470 (or very similar format); Excel spreadsheet is ***strongly preferred***
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- 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)
- “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.

E. Other Specifics

No additional specifications are available

Magnolia Public Schools
FY2024 E-Rate Request for Proposals

REQUEST FOR PROPOSALS
Proposal Signature Page

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_470_c1)

For the Vendor:



Signature

Ryan Addison

AT&T Corp

Printed Name and Title

Vendor Name

January 10, 2024

143001192

Date

SPIN

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

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

CERTIFICATION: Submission of this proposal certifies all equipment and services are compliant with the FCC Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other “covered company” deemed a national security threat.

AT&T's Response:

None of the product and services proposed in response utilize any equipment or services provided 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.

An email acknowledgment will be sent to Vendor after emailed proposal is received; if acknowledgement email has not been received within 3 business days, please send inquiry to erate.mps@learningtech.org for confirmation.

For the Applicant:


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

Magnolia Public Schools
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Applicant Authorized Signature	mm/dd/yy
Signature Name	Date Title
Printed Name	Title

Magnolia Public Schools
FY2024 E-Rate Request for Proposals

REQUEST FOR PROPOSALS
Proposal Signature Page

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_470_c1)

For the Vendor:



Signature

Ryan Addison

AT&T Corp

Printed Name and Title

Vendor Name

January 10, 2024

143001192

Date

SPIN

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

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An email acknowledgment will be sent to Vendor after emailed proposal is received; if acknowledgement email has not been received within 3 business days, please send inquiry to erate.mps@learningtech.org for confirmation.

For the Applicant:

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

From: Thompson, Bonny A Bonny.Thompson@charter.com
Subject: RE: [EXTERNAL] MTM continuation after contract expiration for Magnolia Public Schools
Date: March 1, 2024 at 7:52 AM
To: Eileen Miller emiller@learningtech.org
Cc: erate.mps@learningtech.org

BT

Elaine,
I have not seen ever an increase.

Only on the video side have I seen this.

If it is still a concern, I might suggest that they renew for the term that works for them.

Thank you,

Bonny Thompson
Strategic Account Manager - SLED

Spectrumenterprise.com

562-677-0472—O/562-416-9548 – Cell

17777 Center Court Drive Suite 800 | Cerritos, CA 90703

bonny.thompson@charter.com



From: Eileen Miller <emiller@learningtech.org>
Sent: Thursday, February 29, 2024 4:06 PM
To: Thompson, Bonny A <Bonny.Thompson@charter.com>
Cc: erate.mps@learningtech.org
Subject: Re: [EXTERNAL] MTM continuation after contract expiration for Magnolia Public Schools

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Right.

This is the paragraph I'm worried about:

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) (“MRCs”), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges (“OTCs”) for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with the payment terms. 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.

I’m pushing on this point because USAC recommends (<https://www.usac.org/e-rate/learn/faqs/competitive-bidding-fcc-form-470/>):

If you are currently receiving service from a service provider, you can consider your existing service – for example, by using a current bill – as a bid response. We suggest that you check with your service provider to be sure they are willing to continue your current service at your current rates.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
FY2024 FCC Form 470 can be posted NOW.
[Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!



On Feb 29, 2024, at 3:34 PM, Thompson, Bonny A
<Bonny.Thompson@charter.com> wrote:

Attached is a copy of our T’s & C’s that spells what is done at the end of the term.

[Terms and Conditions | Spectrum Enterprise](#)

3. ORDER TERM. 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. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

Thank you,

Bonny Thompson
Strategic Account Manager - SLED

Spectrumenterprise.com

562-677-0472–O/562-416-9548 – Cell

17777 Center Court Drive Suite 800 | Cerritos, CA 90703

bonny.thompson@charter.com



From: Eileen Miller <emiller@learningtech.org>

Sent: Thursday, February 29, 2024 3:23 PM

To: Thompson, Bonny A <Bonny.Thompson@charter.com>

Cc: erate.mps@learningtech.org

Subject: Re: [EXTERNAL] MTM continuation after contract expiration for Magnolia Public Schools

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Thanks, Bonny.

Just to be completely clear...

can Charter confirm that these current monthly prices would not change during the FY2024?

(7/1/24 - 6/30/25)

Thanks!

Eileen

L116611

Eileen Miller

VP, E-Rate & Technology Planning

Learningtech.org [The Miller Institute for Learning with Technology]

CRN: 16043681

650-598-0105 x252

866-801-8667 FAX

emiller@learningtech.org

FY2024 FCC Form 470 can be posted NOW.

[Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!



On Feb 29, 2024, at 3:18 PM, Thompson, Bonny A
<Bonny.Thompson@charter.com> wrote:

Hi Eileen,

We do not auto renew. When the term ends it will continue on a month to month at the current rate in place.

Thank you,

Bonny Thompson
Strategic Account Manager - SLED

Spectrumenterprise.com

562-677-0472–O/562-416-9548 – Cell

17777 Center Court Drive Suite 800 I Cerritos, CA 90703

bonny.thompson@charter.com

<image001.png>

<image002.png>

<image003.png>

From: Eileen Miller <emiller@learningtech.org>

Sent: Wednesday, February 28, 2024 5:28 PM

To: Thompson, Bonny A <bonny.thompson@charter.com>

Cc: erate.mps@learningtech.org

Subject: [EXTERNAL] MTM continuation after contract expiration for Magnolia Public Schools

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Hi Bonny,
If MPS were to opt to NOT contract, but rather let the current contracts expire and continue on MTM basis per Spectrum's COMMERCIAL TERMS OF SERVICE, can Charter confirm that these current monthly prices would not change during the FY2024?

- MSA-3 (1254 East Helmick Street) 5G for \$2300/mo
- MSA-4 (11330 West Graham Place) 5G for \$2300/mo
- MSA-8 (6411 Orchard Avenue) 10G for \$4800/mo
- MSA-SD (6525 Estrella Avenue) 10G for \$3675.90/mo

Thanks for checking!
Eileen

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org

FY2024 FCC Form 470 can be posted NOW.

[Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!

<image004.png>

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential

and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.



MAGNOLIA PUBLIC SCHOOLS
LESIA NWANKWO
250 E 1ST ST
STE 1500
LOS ANGELES, CA 90012

Invoice Number: 118069501090123
Account Number: 118069501
Invoice Date: 09/01/23
Due Date: **AUTOPAY**
Security Code: 352825

Summary

Services from 09/01/2023 through 09/30/2023
details on following pages

Previous Statement Balance	\$3,308.31
Payments	\$-3,308.31
08/17/2023	\$-3,308.31
Previous Statement Balance Subtotal	\$0.00
Adjustments	\$-367.59
Prorated Charges	\$0.00
Recurring Charges	\$3,675.90
One Time Charges	\$0.00
Taxes, Fees & Surcharges	\$0.00
Current Charges Subtotal	\$3,308.31
BALANCE DUE	\$3,308.31

HOW TO CONTACT US

For Sales, Support, or Billing questions, please contact us at:
1-888-812-2591

PAYMENT OPTIONS

Checks:

Charter Communications
Box 223085
Pittsburgh PA 15251-2085

ACH/Wire Transfers:

Bank Name: Mellon Bank
ABA Number: 043000261
Account Name: Charter Communications
Account Number: 0001215564
Email remit information to:
DL-CASHMGMT-FL@CHARTER.COM

Credit Cards:

<http://enterprise.spectrum.com/billpay>

This account has been set up as AutoPay, please do not submit a payment.

Thank you for choosing Spectrum Enterprise. We value you as our client and appreciate your prompt payment.

Note: Payments made after 08/22/2023 may not be reflected in the Payments section of this statement. They will appear on the following month's statement.

Please detach and enclose this coupon with your payment.



1900 BLUE CREST LN
SAN ANTONIO, TX 78247

6810 0225 NO RP 01 09012023 NNNNNNNN 01 060751 0144

MAGNOLIA PUBLIC SCHOOLS
LESIA NWANKWO
250 E 1ST ST STE 1500
LOS ANGELES CA 90012-3831



0019900100111806950139000330831

ACCOUNT NUMBER 118069501

DUE DATE	AUTOPAY
PREVIOUS BALANCE SUBTOTAL	\$0.00
CURRENT CHARGES SUBTOTAL	\$3,308.31
BALANCE DUE	\$3,308.31

AMOUNT PAID

\$

CHARTER COMMUNICATIONS
BOX 223085
PITTSBURGH, PA 15251-2085



Page 2 of 4
Invoice Number: 118069501090123
Account Number: 118069501
Invoice Date: 09/01/23
Due Date: **AUTOPAY**
Security Code: 352825



Contact Us at
1-888-812-2591

6810 0225 NO RP 01 09012023 NNNNNNNN 01 060751 0144

Billing Information

Late Fee: You may be assessed a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law.

Taxes and Fees: Effective July 1, 2023 the Federal Universal Service Fund increased to 29.2%.



Page 3 of 4

Invoice Number: 118069501090123

Account Number: 118069501

Invoice Date: 09/01/23

Due Date: AUTOPAY

Security Code: 352825



Contact Us at

1-888-812-2591

Account Number	End User ID Name/Address	Description	Circuit ID	Date Range	Prorated Charges	Recurring Charges	One Time Charges	Adjustments	Taxes, Fees & Surcharges	TOTAL
Service Location 1 of 1										
123836201	MAGNOLIA PUBLIC SCHOOLS 6525 ESTRELLA AVE SAN DIEGO, CA 92120	Internet Services	61.L4XX.000099..CHTR							
		Fiber Internet 10Gbps		09/01-09/30	\$0.00	\$3,675.90	\$0.00	\$0.00	\$0.00	\$3,675.90
		5 Static IP Addresses		09/01-09/30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Other Charges and Credits								
		CTF Data-Fiber		09/01-09/30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Erate Data-Fiber		09/01-09/30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Adjustments								
		CTF Adjust		08/09	\$0.00	\$0.00	\$0.00	\$-367.59	\$0.00	\$-367.59
Subtotal					\$0.00	\$3,675.90	\$0.00	\$-367.59	\$0.00	\$3,308.31
Subtotal					\$0.00	\$3,675.90	\$0.00	\$-367.59	\$0.00	\$3,308.31
CURRENT CHARGES SUBTOTAL					\$0.00	\$3,675.90	\$0.00	\$-367.59	\$0.00	\$3,308.31
PREVIOUS STATEMENT BALANCE										\$3,308.31
PAYMENTS										\$-3,308.31
BALANCE DUE										\$3,308.31



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February 26, 2024

Invoice Number: 0726950022624

Account Number: **8448 30 046 0726950**

Security Code: **8777**

Service At: 1254 E HELMICK ST
FIBER
CARSON CA 90746-3164

NEWS AND INFORMATION

Contact Us

Questions about your bill or services?

Visit SpectrumBusiness.net or call **1-888-812-2591**

Summary

*Service from 02/26/24 through 03/25/24
details on following pages*

Previous Balance	-16,319.21
Payments Received	0.00
Adjustments	-2,070.00
Remaining Balance	-\$18,389.21
Spectrum Enterprise Internet™	2,300.00
Current Charges	\$2,300.00
<i>YOUR AUTO PAY WILL BE PROCESSED 03/13/24</i>	
Total Due by Auto Pay	-\$16,089.21



Thank you for choosing Spectrum Enterprise.

We appreciate your prompt payment and value you as a client.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8448 3000 NO RP 26 02272024 NNNNNNNN 01 999099

MAGNOLIA SCIENCE ACADEMY
250 E 1ST ST STE 1500
LOS ANGELES CA 90012-3831

February 26, 2024

MAGNOLIA SCIENCE ACADEMY

Invoice Number: 0726950022624

Account Number: 8448 30 046 0726950

Service At: 1254 E HELMICK ST
FIBER
CARSON CA 90746-3164

Total Due by Auto Pay	-\$16,089.21
------------------------------	---------------------

CHARTER COMMUNICATIONS
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

844830046072695016089211

Invoice Number: 0726950022624
 Account Number: 8448 30 046 0726950
 Security Code: 8777

MAGNOLIA SCIENCE ACADEMY

Contact Us**Questions about your bill or services?**Visit SpectrumBusiness.net or call **1-888-812-2591**

8448 3000 NO RP 26 02272024 NNNNNNNN 01 999099

Charge Details

Previous Balance	-16,319.21
------------------	------------

Payments received after 02/26/24 will appear on your next bill.**Adjustments**

Mar_23_2399040172 - Adjustment	02/06	-1,840.00
Mar_23_ctf_6011 - Adjustment	02/06	-230.00
Adjustments Total		-\$2,070.00

Remaining Balance	-\$18,389.21
--------------------------	---------------------

Service from 02/26/24 through 03/25/24**Spectrum Enterprise Internet™**

Erate Data-fiber	0.00
CTF Data-fiber	0.00
Fiber Internet 5gbps	2,300.00
5 Static IP Addresses	0.00
	\$2,300.00

Spectrum Enterprise Internet™ Total	\$2,300.00
-------------------------------------	------------

Current Charges	\$2,300.00
------------------------	-------------------

Total Due by Auto Pay	-\$16,089.21
------------------------------	---------------------

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Authorization to Convert your Check to an Electronic Funds

Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Franchise Administrator - City of Carson PO Box 6234 Carson CA 90749

Complaint Procedures - If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.



Local Spectrum Store: 2310 Bellflower Blvd #102, Long Beach CA 90815 Store Hours: Mon thru Fri - 9:00am to 7:00pm; Sat - 9:00am to 5:00pm

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support





August 19, 2023
Invoice Number: 8551220081923
Account Number: **8448 30 074 8551220**
Security Code: **2569**
Service At: 11330 GRAHAM PL
FIBER 1
LOS ANGELES CA 90064-3725

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call **1-888-812-2591**

Summary Service from 08/19/23 through 09/18/23 details on following pages

Previous Balance	-14,438.02
Payments Received	0.00
Adjustments	-230.00
Remaining Balance	-\$14,668.02
Spectrum Enterprise Internet™	2,300.00
Current Charges	\$2,300.00
YOUR AUTO PAY WILL BE PROCESSED 09/06/23	
Total Due by Auto Pay	-\$12,368.02

NEWS AND INFORMATION

IMPORTANT PROGRAMMING NOTICE: Effective on or after August 15, 2023, SEC Overflow 1 on channel(s) , has ceased programming and is no longer available on your Spectrum TV lineup.

For a complete channel lineup, visit Spectrum.net/channel-lineup.
To view this notice online, visit Spectrum.net/ProgrammingNotices.



Thank you for choosing Spectrum Enterprise.
We appreciate your prompt payment and value you as a client.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8448 3000 NO RP 19 08202023 NNNNNNNN 01 998647

MAGNOLIA SCIENCE ACADEMY
250 E 1ST ST STE 1500
LOS ANGELES CA 90012-3831

August 19, 2023

MAGNOLIA SCIENCE ACADEMY

Invoice Number: 8551220081923
Account Number: 8448 30 074 8551220
Service At: 11330 GRAHAM PL
FIBER 1
LOS ANGELES CA 90064-3725

Total Due by Auto Pay	-\$12,368.02
------------------------------	---------------------

CHARTER COMMUNICATIONS
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

844830074855122012368023

Invoice Number: 8551220081923
 Account Number: 8448 30 074 8551220
 Security Code: 2569

MAGNOLIA SCIENCE ACADEMY

Contact Us**Questions about your bill or services?**Visit SpectrumBusiness.net or call **1-888-812-2591**

8448 3000 NO RP 19 08202023 NNNNNNNN 01 998647

Charge Details

Previous Balance -14,438.02

Payments received after 08/19/23 will appear on your next bill.**Adjustments**

Sep_23_6011 - Adjustment	08/02	-230.00
Adjustments Total		-\$230.00

Remaining Balance **-\$14,668.02****Service from 08/19/23 through 09/18/23****Spectrum Enterprise Internet™**

Erate Data-fiber	0.00
CTF Data-fiber	0.00
5 Static IP Addresses	0.00
Fiber Internet 5gbps	2,300.00
	\$2,300.00

Spectrum Enterprise Internet™ Total **\$2,300.00****Current Charges** **\$2,300.00****Total Due by Auto Pay** **-\$12,368.02****Billing Information**

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support

Your WAY can be the GREEN way!
GO GREEN with Spectrum Enterprise.

Online Bill Pay is helping the environment one customer at a time.
 It's easy - all you need to do is sign up for Online Bill Pay.
 It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to Enterprise.Spectrum.com.
 Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Authorization to Convert your Check to an Electronic Funds

Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Franchise Administrator - City of Los Angeles, Information Technology Agency 200 N Main St, City Hall East, 14th Floor, Los Angeles CA 90012 Telephone and TDD: 3-1-1 One Call To City Hall or [http://www.lacity.org](https://www.lacity.org)

Complaint Procedures - If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.



February 9, 2024
Invoice Number: 0426907020924
Account Number: **8448 30 075 0426907**
Security Code: **0186**
Service At: 6411 ORCHARD AVE
FIBER
BELL GARDENS CA 90201-2222

NEWS AND INFORMATION

Contact Us

Questions about your bill or services?

Visit SpectrumBusiness.net or call **1-888-812-2591**

Summary *Service from 02/09/24 through 03/08/24
details on following pages*

Previous Balance	-32,144.26
Payments Received	0.00
Adjustments	-4,320.00
Remaining Balance	-\$36,464.26
Spectrum Enterprise Internet™	4,800.00
Current Charges	\$4,800.00
<i>YOUR AUTO PAY WILL BE PROCESSED 02/26/24</i>	
Total Due by Auto Pay	-\$31,664.26



Thank you for choosing Spectrum Enterprise.
We appreciate your prompt payment and value you as a client.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8448 3000 NO RP 09 02102024 NNNNNNNN 01 999005

MAGNOLIA SCIENCE ACADEMY
250 E 1ST ST STE 1500
LOS ANGELES CA 90012-3831

February 9, 2024

MAGNOLIA SCIENCE ACADEMY

Invoice Number: 0426907020924
Account Number: 8448 30 075 0426907
Service At: 6411 ORCHARD AVE
FIBER
BELL GARDENS CA 90201-2222

Total Due by Auto Pay	-\$31,664.26
------------------------------	---------------------

CHARTER COMMUNICATIONS
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

844830075042690731664261

Invoice Number: 0426907020924
Account Number: 8448 30 075 0426907
Security Code: 0186

MAGNOLIA SCIENCE ACADEMY

Contact Us**Questions about your bill or services?**Visit SpectrumBusiness.net or call **1-888-812-2591**

8448 3000 NO RP 09 02102024 NNNNNNNN 01 999005

Charge Details

Previous Balance -32,144.26

Payments received after 02/09/24 will appear on your next bill.**Adjustments**

Feb_23_2399014511 - Adjustment	01/09	-3,840.00
Feb_23_ctf_6011 - Adjustment	01/09	-480.00
Adjustments Total		-\$4,320.00

Remaining Balance **-\$36,464.26**

Service from 02/09/24 through 03/08/24**Spectrum Enterprise Internet™**

Erate Data-fiber	0.00
CTF Data-fiber	0.00
Fiber Internet 10gbps	4,800.00
5 Static IP Addresses	0.00
	\$4,800.00

Spectrum Enterprise Internet™ Total **\$4,800.00**

Current Charges **\$4,800.00**

Total Due by Auto Pay **-\$31,664.26**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

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Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Franchise Administrator - City of Bell Attn: Finance Department 6330 Pine Ave Bell CA 90201 Phone: (323) 588-6211

Complaint Procedures - If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.



Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support



Spectrum Enterprise

Proposal for Magnolia Public Schools

Form 470 Number: 240001120

Presented To:

Tom Wilkerson
250 E 1St Street Ste 1500
Los Angeles, CA 90012
twilkers@learningtech.org

Presented By:

Bonny Thompson
Strategic Account Manager - Gov't/Ed
17777 Center Court Drive
Cerritos, CA 90703
562.677.0472
bonny.thompson@charter.com

Monday, February 26, 2024

Tom Wilkerson
Magnolia Public Schools
250 E 1st Street Ste 1500
Los Angeles, CA 90012
twilkers@learningtech.org

Dear Tom:


Spectrum Enterprise¹ ("Spectrum") offers this proposal for your consideration highlighting the benefits of adding network solutions to your existing services. Our proposal demonstrates Spectrum's ability to continue to provide innovative technology enhancements that will keep Magnolia Public Schools on the cutting edge.

As an existing Spectrum customer, Magnolia Public Schools will continue to enjoy best-in-class services and be in a better position to seamlessly integrate new services into your telecommunications inventory.

Growing our partnership ensures Magnolia Public Schools continues to benefit from a strong telecommunications foundation and maximizes your ability to create new opportunities and drive innovation in your community.

Thank you for the opportunity to respond to your Request for Proposal ("RFP"). Bonny Thompson is leading Spectrum's effort. Please do not hesitate to contact Bonny at 562.677.0472 or bonny.thompson@charter.com.

Sincerely,

DocuSigned by:

F5E211496B4D477...

David Brown
Director, Sales Vertical Accounts

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools ("Customer") 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 Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/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 Federal Communications Commission ("FCC") submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company ("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.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe 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 their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT
SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP
ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
ENTERPRISE NETWORK OPERATIONS CENTER	ENOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Magnolia Public Schools with network solutions. 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 network solutions 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 fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools, libraries, and their districts. Technology and education have converged, and your communications needs are growing rapidly.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. Our experience in this area will provide E-Rate specialists who understand:

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

Federally funded E-Rate discounts have made today's technology more affordable.

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.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support 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 proposing will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, 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.
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network.

Customers have direct access to our Government Subsidized Programs (“GSP”) department which specializes in government funded programs for eligible customers.

To support E-Rate program participation, Spectrum:

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

Continuity Plan

As your incumbent provider, Spectrum has developed this proposal based on our experience and understanding of your requirements. 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 provision of services under the E-Rate program. Spectrum’s objective is to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. With that focus we have developed our response to the RFP, and Spectrum is excited to have the opportunity to expand our relationship with Magnolia Public Schools.

FIBER INTERNET ACCESS FOR K-12 EDUCATION

Count on the reliability, bandwidth and speed of a dedicated internet connection.

Today's K-12 schools and districts depend on high-performing internet solutions to keep critical applications running and personalized and online learning operational. A dependable internet connection ensures high performance for your network resources, allowing you to better serve students, educators and staff.

Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable connectivity nationwide with performance and support you can count on. Delivering scalable internet access, we offer 99.99 percent service availability all the way to the equipment at your location.

Product highlights

- **Superior performance:** Improves productivity through a high-performing internet service that ensures reliable connectivity.
- **Scalability and reach:** Provides a scalable platform with national reach and dense metro coverage to support current and future bandwidth needs.
- **Business continuity:** Allows for optional solutions to support internet uptime in the event of a disruption.
- **End-to-end support:** Provides a single, nationwide contact point for services and support including in-building connections to your equipment.
- **Value:** Offers cost-effective, straightforward pricing.

Key features

- A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network.
- Service-level agreement (SLA) provides service availability while also assuring low latency, jitter and packet loss all the way into the client suite.
- Symmetrical access that scales up to 100 Gbps.
- 24/7/365 U.S.-based support and local technicians.
- Automatic wireless backup option provides seamless failover and failback functionality with battery backup and unlimited data.
- Multiple physical diversity and redundancy options to help protect your network.

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- Provisioned via our advanced fiber network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint.
- Built-in network redundancy provides highly reliable and secure internet access.
- Fiber access circuits are 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 securely routed over the Spectrum Enterprise IP network until it is delivered to the internet.
- Demarc extensions 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.

Optional services

Enhance FIA with a suite of technology services designed to protect, simplify and improve the performance of your network.

- **Wireless Internet Backup:** Get automatic wireless internet failover and failback service that is managed for you.
- **Wireless Internet:** Provide primary or secondary internet access over LTE Advanced technology with this all-inclusive wireless internet service.
- **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, the solution offers security, routing, SD-WAN, WiFi, switching and cameras. Achieve flexibility and scalability with connectivity, equipment and network management from a single partner.
- **Managed SD-WAN:** Achieve greater visibility and control with a complete, virtualized WAN service that allows for application-aware routing while reducing network complexity and cost.
- **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- **Managed Security Services:** Protect your network with a fully managed solution that offers a firewall and unified threat management (UTM), intrusion detection and prevention, anti-malware, antivirus, event log management and more.
- **DDoS Protection:** Guard against malicious volumetric attacks designed to overload your network with world-class distributed denial of service (DDoS) threat identification and mitigation.
- **Managed WiFi:** Meet student, educator and staff demands for reliable connections to the internet with ubiquitous coverage across your buildings and 24/7/365 support.

Learn more

enterprise.spectrum.com/K12ed

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the 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.

Service Location	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRC	OTC
1254 E Helmick St, Carson, CA 90746	FIA	5 Gbps	12	1	\$2,645.00	\$0.00
1254 E Helmick St, Carson, CA 90746	FIA	5 Gbps	24	1	\$2,299.00	\$0.00
1254 E Helmick St, Carson, CA 90746	FIA	5 Gbps	36	1	\$2,049.00	\$0.00
11330 Graham Pl, Los Angeles, CA 90064	FIA	5 Gbps	12	1	\$2,645.00	\$0.00
11330 Graham Pl, Los Angeles, CA 90064	FIA	5 Gbps	24	1	\$2,299.00	\$0.00
11330 Graham Pl, Los Angeles, CA 90064	FIA	5 Gbps	36	1	\$2,049.00	\$0.00
6525 Estrella Ave, San Diego, CA 92120	FIA	5 Gbps	24	1	\$2,874.00	\$2,500.00
6525 Estrella Ave, San Diego, CA 92120	FIA	10 Gbps	24	1	\$4,024.00	\$2,500.00
6525 Estrella Ave, San Diego, CA 92120	FIA	5 Gbps	36	1	\$2,499.00	\$0.00
6525 Estrella Ave, San Diego, CA 92120	FIA	10 Gbps	36	1	\$3,499.00	\$0.00
6411 Orchard Ave, Bell, CA 90201	FIA	10 Gbps	12	1	\$3,500.00	\$0.00
6411 Orchard Ave, Bell, CA 90201	FIA	10 Gbps	24	1	\$3,299.00	\$0.00
6411 Orchard Ave, Bell, CA 90201	FIA	10 Gbps	36	1	\$2,499.00	\$0.00
1254 E Helmick St, Carson, CA 90746	FIA	10 Gbps	12	1	\$3,500.00	\$0.00
1254 E Helmick St, Carson, CA 90746	FIA	10 Gbps	24	1	\$3,299.00	\$0.00
1254 E Helmick St, Carson, CA 90746	FIA	10 Gbps	36	1	\$2,499.00	\$0.00
11330 Graham Pl, Los Angeles, CA 90064	FIA	10 Gbps	12	1	\$3,500.00	\$0.00
11330 Graham Pl, Los Angeles, CA 90064	FIA	10 Gbps	24	1	\$3,299.00	\$0.00
11330 Graham Pl, Los Angeles, CA 90064	FIA	10 Gbps	36	1	\$2,499.00	\$0.00
6411 Orchard Ave, Bell, CA 90201	FIA	20 Gbps	12	1	\$4,599.00	\$0.00
6411 Orchard Ave, Bell, CA 90201	FIA	20 Gbps	24	1	\$4,399.00	\$0.00

6411 Orchard Ave, Bell, CA 90201	FIA	20 Gbps	36	1	\$3,999.00	\$0.00
All Sites	Static IPs (5)	All Bandwidths	All Terms	1	\$0.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal and the Category 1 Pricing Form. 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 is exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

The Category 1 Pricing Form shall be deemed part of and incorporated into Spectrum's bid response, and is subject to Spectrum's terms, conditions, qualifications, and exceptions stated herein.

Customer's Service Order shall incorporate the following clauses as they relate 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.

Contract Extension

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

Upgrade Path

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

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:

Latency/Frame Delay = Sum of the roundtrip delay measurements for an FIA Service
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:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

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:

Jitter / Frame Delay Variation =
Sum of the Frame Delay Variation measurements for an FIA Service
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%	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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2023

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

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

PRODUCER Marsh USA, INC. 701 Market Street, Suite 1100 St. Louis, MO 63101	CONTACT NAME: Scott Sanders PHONE (A/C, No. Ext): 314.394.9843 E-MAIL ADDRESS: scott.sanders@charter.com FAX (A/C, No):
INSURED Charter Communications, Inc. and its subsidiaries 400 Washington Blvd. Stamford, CT 06902-6641	INSURER(S) AFFORDING COVERAGE COMPANY A: National Union Fire Ins Co Pittsburgh PA COMPANY B: Commerce and Industry Insurance Company COMPANY C: AIU Insurance Company
	NAIC # 19445 19410 19399

COVERAGES

CERTIFICATE NUMBER:

421919

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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	3/1/2023	3/1/2024	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 1921838 (AOS) CA 1921839 (MA) CA 1921840 (VA)	3/1/2023 3/1/2023 3/1/2023	3/1/2024 3/1/2024 3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See second page for specific policy information.	3/1/2023 3/1/2023 3/1/2023	3/1/2024 3/1/2024 3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000
A	Excess WC OH (\$5M Retention)			1647399	3/1/2023	3/1/2024	Employers Liability \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional insureds and any additional language.

CERTIFICATE HOLDER

CANCELLATION

Charter Communications Operating, LLC 12405 Powerscourt Drive St. Louis, MO 63131	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 Marsh USA Inc. <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY
One Federal Street
Boston, MA 02110 USA

NAMED INSURED
Charter Communications, Inc. and its subsidiaries
400 Washington Blvd.
Stamford, CT 06902-6641

EFFECTIVE DATE: 03/01/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Reference: 421919

WORKERS COMPENSATION POLICY INFORMATION

Insurer	Policy Number	Effective Date	Expiration Date
C	15824829 (AOS)	3/1/2023	3/1/2024
C	15824830 (CA)	3/1/2023	3/1/2024
C	15824831 (WI)	3/1/2023	3/1/2024

Charter Communications, Inc. branded Spectrum, Spectrum Business and 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, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Digital Services, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, CC Fiberlink, LLC, CC VI Fiberlink, LLC, CC VII Fiberlink, LLC, CCH Holding Company, LLC, CCH I Holdings, LLC, CCH II, LLC, CCHC, LLC, CCO Fiberlink, LLC, CCO Holdings Capital Corp., CCO Holdings, LLC, CCO NR Holdings, LLC, Charter Advanced Services (MO), LLC, Charter Communications Holding Company, LLC, Charter Communications Holdings, LLC, Charter Communications, LLC, Charter Communications Operating Capital Corp., Charter Communications Operating, LLC, Charter Communications VI, L.L.C., Charter Communications, Inc., Charter Distribution, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Gateway, LLC, Charter Leasing Holding Company, LLC, Charter Procurement Leasing, LLC, DukeNet Communications, LLC, Innovar Media LLC, Insight Blocker LLC, Marcus Cable Associates, L.L.C., SCI Aviation, Inc., Spectrum Advanced Services, LLC, Spectrum Captive Holdings, LLC, Spectrum Communications Indemnity Inc., Spectrum Fiberlink Florida, LLC, Spectrum Gulf Coast, LLC, Spectrum Management Holding Company, LLC, Spectrum Mid-America, LLC, Spectrum Mid-America WI-FY2022, LLC, Spectrum Mobile Equipment, LLC, Spectrum Mobile, LLC, Spectrum New Jersey, LLC, Spectrum New York Metro, LLC, Spectrum NLP, LLC, Spectrum Northeast, LLC, Spectrum Oceanic, LLC, Spectrum Originals Development, LLC, Spectrum Originals, LLC, Spectrum Pacific West, LLC, Spectrum Reach, LLC, Spectrum RSN, LLC, Spectrum Security, LLC, Spectrum Southeast, LLC, Spectrum Stamford, LLC, Spectrum Sunshine State, LLC, Spectrum TV Essentials, LLC, Spectrum Wireless Holdings, LLC, TC Technology LLC, Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable, LLC, TWC Administration LLC, TWC Communications, LLC, TWC Employee Disaster Relief Fund, TWC SEE Holdco 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'S RESPONSE TO MAGNOLIA PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2024: 7/1/2024 - 6/30/2025

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.

Spectrum is responding with the understanding that 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)

Acknowledged.

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.**

The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

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

Spectrum's proposal will be for Category 1 services. Spectrum will not be bidding Category 2 Services.

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:

- Include 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

Acknowledged.

All questions and contacts about this RFP should be submitted via electronic mail, addressed as

indicated on the first 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'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).

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.

For more information, please review the Terms of Offer section of Spectrum's 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.

Acknowledged.

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 complies with all applicable USAC rules and with all applicable laws, rules, and regulations relating to its performance obligations under the Agreement.

Per E-Rate rules, confidential bids are not acceptable.' 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 section **B. Products And Services Sought** in **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.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Spectrum is bidding lit fiber services only.

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.

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, tum-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 the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The 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 the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Services will be provided and maintained as set forth in the Agreement and applicable and Service Level Agreement ("SLA"). Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. 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 the 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.

Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the Schools and Library 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's contact information is located on the cover page and cover letter of this proposal.

Spectrum's response is for B.1 "Category 1, Direct Internet Access".

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)
- 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 information. Additional corporate information can also be found at <https://corporate.charter.com/leadership>

Spectrum's contact information is located on the cover page and cover letter of this proposal.

c) E-Rate track record:

- Vendor Service Provider Identification Number [SPIN]
- References: K-12 or library references for similar projects
- Evidence of routinely successful SLD funding approvals
- Low frequency of high scrutiny applications
- As appropriate for the products/services sought by Applicant:
 - o Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
 - o 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. The FY2023 Form 473 for this SPIN was filed on July 31, 2023.

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, 2022

Within Spectrum, there are personnel who hold a variety of certifications including: Cisco (CCNA, CCIA, CCNP Security, Enterprise, Service Provider, CCIE), Nokia (NRS I & II), Juniper (JNCIP, JNCIS, JNCIA), Ciena, Broadsoft, SSCA, CSIA, MEF, and ITIL.

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

Spectrum references are provided subject to obtaining the prior applicable consents from relevant references. Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

d) Product/Service solution:

- Details are provided in section **B. Products And Services Sought of PART 2 - SPECIFIC INFORMATION**
- Provide succinct list of terms to any requirements, terms, or conditions of this RFP
- Confirm that no products or components from any "covered company," as designated by the FCC, are included in the proposal

Please review the Terms of Offer section of Spectrum's proposal. In addition, Spectrum has included specific exceptions throughout this proposal. Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, bandwidth information, and service offering.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. 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 complies with all applicable state and federal laws related to its performance obligations under the Agreement. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

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

Please review the Terms of Offer section of Spectrum's proposal. The Spectrum Enterprise Service Agreement incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-andconditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s).

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Agreement and the applicable SLA(s). Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Service Order except as provided in the Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13 of the Agreement.

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

Spectrum is not bidding Category 2 services.

g) 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 is not bidding Category 2 services.

h) Signature of Vendor's authorized representative on cover letter and/or Proposal Signature Page of the SPECIFIC section.

Please see Spectrum's Cover Letter for authorized representative signature(s).

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

Acknowledged.

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 to the foregoing statement. This proposal alone shall not be considered an acceptance of an offer by Customer or otherwise be sufficient to create a binding contract between Customer 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/terms-and-conditions.html>) plus any related attachments, Service Level Agreements and applicable Service Order(s).

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

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

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; please inquire if you have not received acknowledgement of an email submission within 3 business days (sealed bids will not be acknowledged until opened)
- 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

Acknowledged.

1.5 Evaluation Methodology

Specifications are provided in section **D. Evaluation Criteria of PART 2 - SPECIFIC INFORMATION**.

Acknowledged.

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.

Spectrum takes exception to a phased implementation option. 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. All submitted Service Orders are subject to approval and acceptance by Spectrum.

Please review the E-Rate Funding Contingency clause within the Service Proposal.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on the first page 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.

Acknowledged.

2.2 Submission Procedure

The procedure for submission of proposals is stated on the first page of **PART 2 - SPECIFIC INFORMATION** section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy must be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details on the first page of the SPECIFIC section
- Otherwise, proposals should be submitted by electronic mail, to the email address shown on the first page of the SPECIFIC section

Acknowledged.

Pricing information may be submitted as described in section **E. Other Specifications of PART 2 - SPECIFIC INFORMATION**

Please review the 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.

Acknowledged.

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.

Specific subcontractors, if needed, will be identified once the project team has been established after the time of award. Spectrum shall have the right to select and use subcontractors in the performance of Services under the Agreement in its sole discretion and Spectrum will be liable for all such subcontractor work. Each subcontractor shall comply with all federal, state and local laws as applicable. Subcontractors shall maintain the usual and customary types of insurance requirements as required by Spectrum. Spectrum has a stringent evaluation process in the hiring of all subcontractors. Criteria for which a subcontractor may be evaluated in prior to becoming a Spectrum subcontractor may include:

- Engineering services, installation and construction capabilities
- Equipment
- Past history of completed projects
- Prior litigation history
- Quality assurance program
- Training process
- Written safety manual and program
- Written technical program Certifications

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.

Acknowledged.

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 response due to errors or omissions in the RFP shall not be the responsibility of Spectrum. Spectrum reserves the right to revise its response in the event of any errors or omissions in the RFP.

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.

Please review the Terms of Offer section of Spectrum's proposal. Customer shall request Services by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum.

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 Agreement and the applicable SLA.

Spectrum's SLAs shall apply and shall supersede and replace the SLAs outlined in this RFP, if applicable. Please review the applicable SLA(s) included with this proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

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.

Spectrum will work with Customer to discuss Customer's specific invoicing requirements and will endeavor to address such requirements as Spectrum's current billing capabilities may support.

Spectrum will provide discounts via the Form 474 (SPI Form) if the funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

In addition, please review the California Teleconnect Fund Contingency provision as shown in the Service Proposal.

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, 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. All submitted Service Orders are subject to approval and acceptance by Spectrum.

Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Service Order except as provided in the Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13 of the Agreement.

Please review the E-Rate Funding Contingency clause as shown in the Service Proposal.

To the extent compliant with E-Rate, local, and state procurement rules, and in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 or library budget cuts or inability to obtain required permits, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof. 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, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Service Order except as provided in the Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13 of the Agreement.

Please review the E-Rate Funding Contingency provision as shown in the Service Proposal.

In addition, upon request, Spectrum may offer 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 OTCs 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].

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. Once the parties sign a Service Order for services at Service Locations, Customer shall not be entitled to remove locations from a Service Order without incurring a termination charge, as may be set forth in the Service Agreement between the parties.

Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Please review the E-Rate Funding Contingency provision as shown in the Service Proposal.

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.

Spectrum's SLAs shall apply and shall supersede and replace the SLAs outlined in this RFP, if applicable. Please review the applicable SLA(s) included with this proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

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 Agreement and are limited by (a) the disclaimer of warranties set forth in Section 14(a) of the Agreement and (b) the limitation of liability set forth in Section 14(b) of the Agreement

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

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 the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The 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 the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement. Spectrum complies with all FCC Lowest Corresponding Price (LCP) rules and all applicable laws, ordinances, rules and regulations related to its performance obligations under the Agreement.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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.

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.

Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified under the Agreement.

Customer shall have the option to add Services and increase speed and bandwidth during the term of the Agreement. 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 MRCs for such additional Services or increased speed and bandwidth, along with construction and installation costs (if

applicable). Customer shall not reduce Services or decrease speed and bandwidth from those set forth in the Agreement except as provided in the terms and conditions or as otherwise agreed to in writing by Spectrum. Added Services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services.

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.

Acknowledged.

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.

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 Specifications** of the **PART 2 - SPECIFIC INFORMATION**, or the following non-exhaustive examples:

- State specific regulations:
 - o California's Public Contract and Education Codes (<https://leginfo.legislature.ca.gov/>)
 - o State of Washington K-12 Laws and Regs
 - o <https://www.k12.wa.us/certification/regulations-and-reports>
 - o <https://www.k12.wa.us/policy-funding/child-nutrition/procurement>
 - o Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at <https://www.azauditor.gov/reports->

- [publications/school-districts/faqs/procurement](#)
 - o <https://spo.hawaii.gov/references/hrs/>
 - o <https://dhh.hawaii.gov/>
 - o <https://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 complies with all applicable laws, rules, and regulations relating to its performance obligations under the Agreement.

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 complies with all applicable laws, rules and regulations relating to its performance obligations under the Agreement.

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. 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.

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

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

⁴ California SB854 requires all contractors and subcontractors of any tier intending to bid or perform work on public works projects to be registered with the California Department of Industrial Relations (**DIR**) and annually renew online for the program. For more information on DIR Registration, refer to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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.

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.

Spectrum's proposal alone shall not be considered an acceptance of an offer by Customer or otherwise be sufficient to create a binding contract between Customer 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).

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.

For more information, please review the Terms of Offer section of Spectrum's proposal.

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

Please review the Terms of Offer section of Spectrum's proposal.

This proposal alone shall not be considered an acceptance of an offer by Customer or otherwise be sufficient to create a binding contract between Customer 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/terms-andconditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s).

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

- 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 not reduce Services or decrease speed and bandwidth

from those set forth under the Service Order except as provided in the Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13 of the Agreement.

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

Please review the E-Rate Funding Contingency provision as shown in the Service Proposal section of this response.

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

Please review the E-Rate Funding Contingency provision as shown in the Service Proposal section of this response.

- (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.

In addition, please review the E-Rate Funding Contingency clause included within the Service Proposal.

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

Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Unless otherwise specified, Applicant strongly prefers contract term to:

- 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 the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

Please review the Contract Extension provision as shown in the Service Proposal section of this response.

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 to Spectrum's bid.

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

Spectrum complies with all applicable E-Rate rules and regulations relating to its performance obligations under the Agreement.

- 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 14305043.

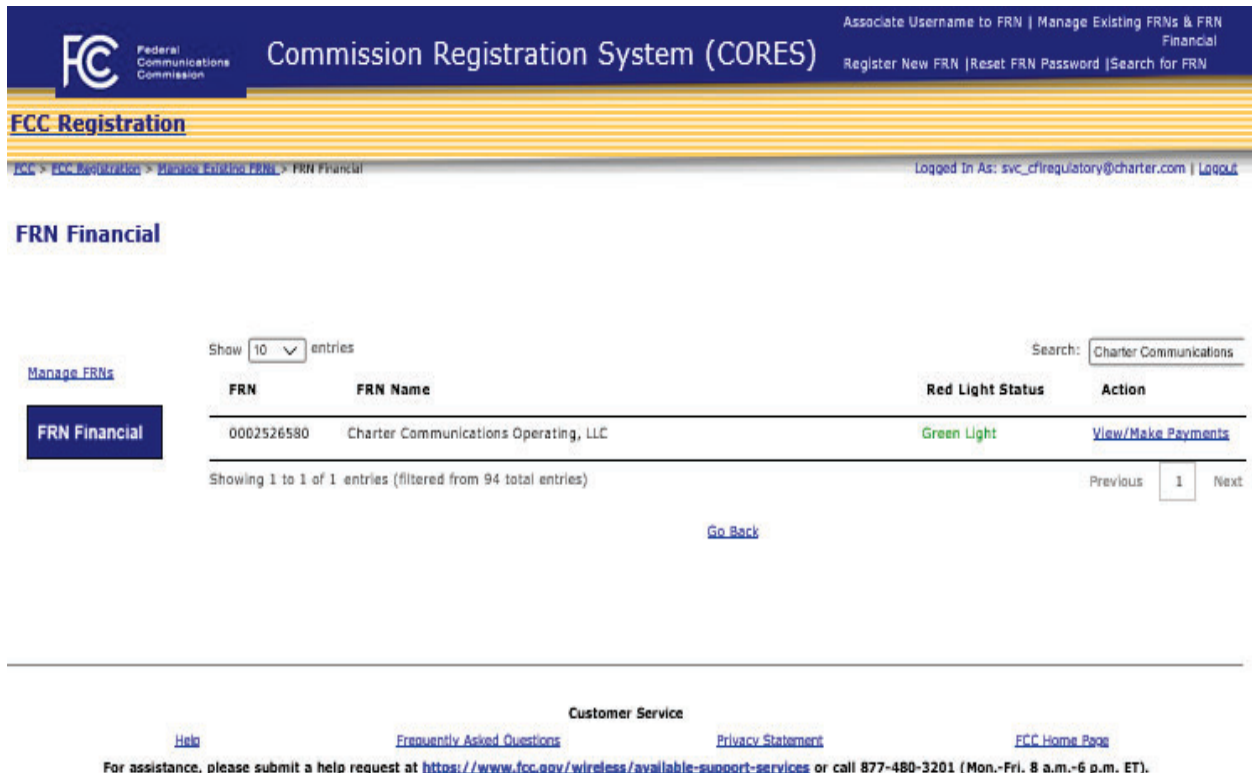
- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number

Charter Communications Operating, LLC's FCC Registration Number is 0002526580.

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

Spectrum is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction.

- Vendor must be able to provide evidence of Green Light Status



The screenshot shows the FCC Commission Registration System (CORES) interface. The top navigation bar includes the FCC logo, "Federal Communications Commission", and "Commission Registration System (CORES)". It also has links for "Associate Username to FRN", "Manage Existing FRNs & FRN Financial", "Register New FRN", "Reset FRN Password", and "Search for FRN". The user is logged in as "svc_cfregistry@charter.com".

The main content area is titled "FCC Registration" and "FRN Financial". It shows a search for "Charter Communications" with 10 entries displayed. The table below lists the FRN information:

FRN	FRN Name	Red Light Status	Action
0002526580	Charter Communications Operating, LLC	Green Light	View/Make Payments

Showing 1 to 1 of 1 entries (filtered from 94 total entries)

Navigation links: [Go Back](#), [Help](#), [Frequently Asked Questions](#), [Privacy Statement](#), [FCC Home Page](#)

For assistance, please submit a help request at <https://www.fcc.gov/wireless/available-support-services> or call 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).

- 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

Please review the SPAC filing information through 2022 below. The FY2023 Form 473 for this SPIN was filed on July 31, 2023.

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, 2022

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment, and must provide documentation of being an authorized reseller of any proposed equipment

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement. All materials including, but not limited to, any Spectrum Equipment used by Spectrum to provide the Service shall remain the sole and exclusive property of Spectrum or its suppliers except as provided specifically otherwise in the Agreement.

- 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

Indemnity obligations of the parties shall be as provided in the Agreement. Spectrum has provided a sample Certificate of Insurance for the 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.

Spectrum complies with all applicable USAC rules and regulations.

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:

- Reviews FCC Form 471 for possible errors and omissions and distributes to the customer accompanying RAL Modification recommendation necessary to maximize eligible funding.
- Monitors SPI invoice submissions and SPI discount application (FCC Form)
- 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 types of

evidence of preferred Vendor qualifications. Qualifications listed below are illustrative of appropriate qualifications for common E-Rate K-12 or library technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal provides evidence, of experience successfully implementing comparably sized, approved K-12 or library E-Rate projects
- Proposal provides evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, and similar equipment within the K-12 or library marketplace
- 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 a leading broadband connectivity company and cable operator serving more than 32 million customers in 41 states.

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

As the incumbent provider, our proposal has been developed with the benefit of our experience, and is based on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with you, provides an incredible value-add. By choosing to once again partner 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 Hermosa Beach City School District with an ongoing focus on responsiveness, transparency, and continuity of services and it is with that focus we have developed our proposal response to the Request for Proposal.

Spectrum shall 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, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services. Each party will comply with all applicable laws, ordinances, rules and regulations related to its performance obligations specified in the Agreement.

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.

Please review the Terms of Offer section of Spectrum's proposal. Spectrum has taken exceptions throughout this proposal, as necessary. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Hermosa Beach City School District 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.

Acknowledged.

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.

Acknowledged.

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.

Acknowledged.

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 has included a copy of its standard Certificate of Insurance in the section titled "Certificate of Insurance" above. Spectrum will evaluate the applicability of the above insurance requirements upon award. Spectrum cannot name Customer as an additional insured without a contractual obligation to do so. If such contractual obligation is included in the Agreement, then Customer can be named as an additional insured under a blanket endorsement.

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

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 Investor Relations website (ir.charter.com).

- 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

Bidder is a subsidiary of Charter Communications, Inc., a Fortune 100 company with approximately 100,000 employees. Therefore, to our actual knowledge, we are not aware of any such situations as described above.

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

Acknowledged.

- 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

To the best of its knowledge, no agent of the Applicant has been employed or retained to solicit the agreement or will be employed or benefit from the agreement by Spectrum.

- 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 represents and warrants that it requires background checks for all new employees that will perform services at customer locations. These background checks include, at a minimum, (i) a criminal history check for at least the immediate preceding seven (7) year period, (ii) social security check, (iii) searches of the U.S. Government Specially Designated National (OFAC) and export denial lists and relevant national and state sex offender registries, (iv) verification of the individual's citizenship and legal right to work in the jurisdiction in which the personnel would be performing the Services, (v) and drug testing (collectively referred to as a "Background Check"). Spectrum will not assign personnel to provide Services hereunder if the results of any Background Check indicate that such personnel may pose an unreasonable risk to Customer's or Customer's End Users' property, employees, subscribers or Confidential Information.

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

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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.

Please review the Terms of Offer section of this response for more information.

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.

The MRCs and OTCs are exclusive of taxes, fees and surcharges. To the extent estimates are provided, if any, Customer acknowledges that Spectrum cannot estimate all possible taxes, fees and surcharges, as taxability and regulatory classifications vary by customer and service location and may change. Customer shall pay all applicable taxes, fees, and surcharges imposed on or in connection with the Services that are the subject of the 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.

Additional information regarding possible taxes, fees and surcharges can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>.

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.

Beginning April 1, 2023, California is moving from six separate surcharges to one flat rate for funding California's six Universal Service Programs (see <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees>):

- CA Advanced Services Fund
- CA High Cost Fund A
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- Deaf & Disabled Telecom Program
- California Teleconnect Fund

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


The 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 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 Agreement for additional tax information.

Additional information regarding possible taxes, fees and surcharges can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>. \

Estimated Taxes, Surcharges and Fees for Internet service are not applicable.

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

REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2024: 7/1/2024 - 6/30/2025
PART 2 - SPECIFIC INFORMATION

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_470_c1)

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 email to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of PROPOSALS is **12pm PST,**
35 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:
 - o Questions email and deadline
 - o Submission mechanism and deadline
 - o Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
 - o Relevant technical specifications
 - o Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

Acknowledged.

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

Please review the Terms of Offer section of Spectrum's proposal.

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.**

Acknowledged.

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/Superintendent, 213-628-3634 x100, arubalcava@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
Applicant Implementation Contact	Rasul Monoshev, IT Director, 213-628-3634 x102, rmonoshev@magnoliapublicschools.org ALWAYS cc: erate.mps@learningtech.org
REMINDER 1	Do NOT contact these individuals directly until an award has been made to your organization
REMINDER2	The E-Rate consultant is NOT the Customer

General Description

Magnolia Public Schools [MPS] is located in CA and is a Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), serving 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. Two schools are co-located (MSA1 and MSA5); thus 10 sites require Internet connectivity. MPS applies for E Rate as a "charter district."

Network Topology

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

1. 5 Gbps for Central Office
2. 10 Gbps for MSA-1 Reseda & MSA-5 Los Lobos (currently collocated with MSA1, thus does not require separate service)
3. 5 Gbps for MSA-2 Valley
4. 5 Gbps for MSA-3 Carson
5. 5 Gbps for MSA-4 Venice
6. 5 Gbps for MSA-6 Palms
7. 5 Gbps for MSA-7 Elementary
8. 10 Gbps for MSA-8 Bell
9. 5 Gbps for MSA-SD
10. 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).

Acknowledged.

#	Site Name Address	BEN
	Magnolia Public Schools 250 East pt Street Ste 1500 Los Angeles CA 90012	17003590
	Magnolia Public Schools Central Office 250 East 1st Street, Ste 1500 Los Angeles, CA 90012	17003776
2	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335	234483
3	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
4	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
5	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
6	Magnolia Science Academy Los Lobos (MSA-5) 18238 Sherman Way Reseda, CA 91335	16056860
7	Magnolia Science Academy Palms (MSA-6) 745 S. Wilton Pl. Los Angeles, CA 90005	16056861
8	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804
9	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
10	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
11	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863

Please review the Service Proposal for 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 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.

B. Products And Services Sought

Vendors may bid on the entire RFP or on any numbered group of this section.

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.

Acknowledged.

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**

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement. All materials including, but not limited to, any Spectrum Equipment used by Spectrum to provide the Service shall remain the sole and exclusive property of Spectrum or its suppliers except as provided specifically otherwise in the Agreement.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer-provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an attachment or agreed in writing between the parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

B.1 Category 1, Direct Internet Access

Direct Internet Access			
Recipient of Service Service Address FY2024 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746 <i>Service to start 7/1/24</i> Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064 <i>Service to start 7/1/24</i> Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120 <i>Service to start 10/9/24</i> SGbps 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> 6 usable
Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201 <i>Service to start 7/14/24</i> 10 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> 6 usable
Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746 <i>Service to start 7/1/24</i> Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064 <i>Service to start 7/1/24</i> Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120 <i>Service to start 10/9/24</i> Preferred 5 Gbps Scalable Up to 10 Gbps Contracted Service (Preferred Term= 12 months)	<u>Current:</u> Multimode fiber (optical) 50 micron <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> 6 usable

Direct Internet Access			
Recipient of Service Service Address FY2024 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201 <i>Service to start 7/14/24</i> Preferred 10 Gbps Scalable Up to 15 Gbps Contracted Service (Preferred Term = 12 months)	<u>Current:</u> Multimode fiber (optical) 50 micron <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> 6 usable

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

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the Initial Order Term of the original Service Order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased Initial Order Term for such additional Services. Spectrum agrees to include language within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Other Category 1 Technical Specifications:

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

Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by Schools and Library Division of USAC. Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution (e.g., Customer Premise Equipment [CPE], handoff)

As between Spectrum and Customer, Spectrum retains ownership of all Spectrum-provided equipment, except as may be specifically provided otherwise in the Agreement.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s).

- If vendor supplies any Customer Premise Equipment [CPE], Applicant ***strongly prefers*** it meet the E-Rate program requirements for On-Premise Category One Equipment

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

- If proposed, On-Premise Category One Equipment, must not provide more than a single connection across the point of demarcation

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

- For Leased Lit Fiber or Leased Dark Fiber solutions, please include a detailed cost breakdown of equipment, labor and/or any other fees to light the fiber runs

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. The 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 the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

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

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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.

- Proposal should include *Applicant's preferred handoff*, or clearly describe the handoff to be provided

Spectrum's fiber is terminated on a Network Interface Device ("NID") that is owned, managed, and monitored by Spectrum. From the NID for Services at or below 1 Gbps, Spectrum can provide either an electrical or optical fiber handoff. For Services greater than 1 Gbps, Spectrum provides an optical fiber handoff, which can support options of single-mode or multi-mode fiber.

- Symmetrical bandwidth preferred

Acknowledged.

- Network availability= 99.99% preferred

Spectrum's Service Level Agreement(s) ("SLAs") shall apply and shall supersede and replace the SLAs outlined in this RFP, if applicable. Please review Spectrum's applicable SLA(s) included with Spectrum's proposal for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

- Burstable bandwidth= **No**

Spectrum does not offer burstable bandwidth.

- Major provider (ideally "tier 1" or "tier 2" or substantial peering arrangements) preferred

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.

- 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, **07/01/24 for MSA-3 & MSA-4, 10/9/24 for MSA-SD, 7/14/24 for MSA-8** with preference of up to 30 days prior to allow for testing.² **Please include *commitment date for activation* in your proposal.** Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

Spectrum is the incumbent provider, however, for new locations not currently receiving Spectrum's Services or existing locations changing their current Services, 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 service activation date for 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 service activation 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 the Agreement and applicable Service Order by the parties. However, upon award, an updated timeline will be provided once a project team has been assigned.

Other Category 1 Proposal Specifications:

- Provide a brief summary, in non-technical terms, of what the solution provides

For businesses with two locations, Ethernet Private Line (EPL) is a cost-effective, high-capacity solution. EPL reliably connects Customer Premises Equipment (CPE) with a lower-cost User-to-Network Interface (UNI), making it a smart replacement for traditional TDM private line service.

EPL can instantly and privately transmit mission-critical data at speeds from 10 Mbps to 10 Gbps. And Ethernet Private Line dedicated point-to-point connectivity supports metro and national business applications including online backup, storage area networking, and data center connectivity.

- The Pricing Form attached to the Form 470 is the ***strongly preferred*** form for submission of proposal pricing. **Please return the completed Pricing Form in the original Excel format (do not PDF!).** To be sure you have provided all the required data elements for your proposal to be favorably considered, please use the Pricing Form. **No deviation may be introduced between the submitted pricing and any resulting contract**

In addition to the pricing form supplied by Customer, please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

- Provide pre-discount pricing for:
 - o E-Rate *eligible* items including taxes, shipping, and installation (if applicable)
 - o Items *not eligible* for E-Rate support including taxes, shipping, and installation (if applicable)
 - o Other expenses as appropriate
 - Provide separate line item subtotals for *eligible* vs. *ineligible* product, taxes, shipping, and initial installation/configuration, if applicable
- Taxes: Include sales taxes based on tax rate for site listed **in RFP** (explicitly for zip code of installation site)
- Confirm that no products or components from any "covered company," as designated by the FCC, are included in the proposal

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The 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 the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

The FIA Services requested are eligible Category One services. 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.

Spectrum's proposal is based on the information provided herein and known to Spectrum at the time of bid submission. If 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 complies with all applicable state and federal laws related to its performance obligations under the Agreement. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

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

- Submission of a proposal acknowledges:
 - Applicant reserves the right to award all, part, or none of the services set forth in this procurement

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.

- - Proposal is valid through the close of the application window and will be honored through completion of any associated documentation

Spectrum's proposal, including pricing, shall be valid for 180 days from the date Spectrum submits its proposal. In the event a Service Order is not entered into within such 180 day period, Spectrum reserves the right to update pricing based on, but not limited to, then-current installation, construction and equipment costs.

- Proposals that include generic price lists will be considered non-responsive and will not be included in the evaluation

Acknowledged.

Other Category 1 Contract Specifications:

- 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 a Pricing Form per site

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

In addition, please review the Contract Extension and Upgrade Path provisions as shown in the Service Proposal section of this response. The MRCs and OTCs are exclusive of taxes, fees and surcharges.

- Contract with no early termination fees preferred

Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Service Order except as provided in the Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13 of the Agreement.

- All Vendor pricing, including installation, must remain valid through the E-Rate application window, including through necessary extension periods, until all products/services are delivered to Applicant

Spectrum's proposal, including pricing, shall be valid for 180 days from the date Spectrum submits its proposal. In the event a Service Order is not entered into within such 180 day period, Spectrum reserves the right to update pricing based on, but not limited to, then-current installation, construction and equipment costs.

- Strongly prefer the proposal, and any resulting contract, 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 review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

In addition, please review the Contract Extension and Upgrade Path provisions as shown in the Service Proposal section of this response.

- Confirm that no products or components from any "covered company," as designated by the FCC, are included in the proposal

Spectrum complies with all applicable state and federal laws related to its performance obligations under the Agreement. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

- 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 Form 474 (SPI Form) if the funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

Please review the E-Rate Funding Contingency as shown in the Service Proposal section of this response.

- **To coincide with E-Rate funding year, 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 terms include:
 - o Initial term of *approximately* one (1) year ending on 6/30 of the year that begins the _{yd} year of service
 - o Two (2) 1-year optional renewals after initial term
 - o Option to upgrade bandwidth during the contract term

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

The Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into thereunder (the "Term").

With regard to each Service Order issued under the Agreement, 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).

In addition, please review the Contract Extension and Upgrade Path clauses as shown in the Service Proposal section of this response.

C. Vendor Conference/ Walk Through

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (IY:'.I) apply.

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

181 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 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.

Acknowledged.

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 price of the eligible products and services as the highest weighted factor. In the best interest of the Applicant, the following secondary factors may be considered, as further described below:

Category 1 Criteria
Price of eligible products/services ⁵
Functionality/completeness/specifications of proposed solution ⁶
Unit price of the eligible products/services ⁷
Low cost of <i>ineligible</i> products and services ⁸
Projected implementation timeline based on prior performance ⁹
Vendor qualifications ¹⁰
Contract terms and conditions ¹¹
Extent to which a single-provider, turnkey solution is provided ¹²
Quality of proposal document(s) ¹³

Acknowledged.

⁵ This criterion is required and must be the most heavily weighted, per E-Rate program rules. Average annual price over the full initial term (not just the first year) will be taken into consideration.

⁶ For Category 1, *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 solutions. Solutions that emphasize safety, privacy, and security are strongly preferred.

⁷ For example, price per Mbps.

⁸ Such as: Early Termination Fees, Applicant labor to modify existing configurations.

⁹ Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

¹⁰ Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

¹¹ 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. Voluntary renewal options are 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.

¹² *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.

¹³ The extent to which the proposal documents are customized to Applicant's needs, clear, complete, consistent, accurate, and adhere to RFP requirements. Vendor responsiveness during bid evaluation, attendance at any optional walk-through/bidders' conference, are also favorable.

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 or with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the Pricing Form attached to the Form 470 (or very similar format); Excel spreadsheet is ***strongly preferred***
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- 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)
- "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 Hermosa Beach City School District 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.


E. Other Specifics

No additional specifications are available


Acknowledged.

Magnolia Public Schools
FY2024 E-Rate Request for Proposals

REQUEST FOR PROPOSALS
Proposal Signature Page

	Applicant	Magnolia Public Schools
	Billed Entity Number	17003590
	Establishing Form 470	240001120 (Nickname: mps_2024_470_c1)

For the Vendor:

DocuSigned by:

F5E211496B4D477...

Signature

David Brown, Director, Sales Vertical Accounts

Charter Communications Operating, LLC.,
by Charter Communications, its Manager

Printed Name and Title

Vendor Name

Date 6 February 2024

SPIN 143050436

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

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

CERTIFICATION: Submission of this proposal certifies all equipment and services are compliant with the FCC Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other “covered company” deemed a national security threat.

An email acknowledgment will be sent to Vendor after emailed proposal is received; if acknowledgement email has not been received within 3 business days, please send inquiry to erate.mps@learningtech.org for confirmation.

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance.

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

Form 470 #240001120

January 17, 2024



INTERNET ACCESS SERVICES

PROPOSAL

Brilliantly Fast. Elegantly Simple.

SUBMITTED BY:

Cogent Communications, Inc.

Art Bell

National Account Manager

Phone: (619)719-5499

Email: abell@cogentco.com

CONTACT DETAILS

HEADQUARTERS

Cogent Communications, Inc.

2450 N St NW
Washington, DC 20037
Phone: (202) 295-4200
Fax: (202) 338-8798
www.cogentco.com

SALES OFFICE

San Diego 1

525 B St. Suite 1020
San Diego, CA 92101
Phone: (619) 719-5499
Fax: N/A

E-RATE

BEAR FORM 472

SPIN: 143025258

Cogent Communications, Inc.
2450 N St NW
Washington, DC 20037
Cogent Prefers Use Of The USAC
Portal

COGENT BILL USAC

SPIN: 143035907

Cogent Communications, Inc.
(D/B/A PSINet, Inc.)
2450 N St NW
Washington, DC 20037

KEY CONTACTS



NATIONAL ACCOUNT MANAGER

Art Bell

Phone: (619) 719-5499
Email: abell@cogentco.com



SALES MANAGER

Jason Flower

Phone: (619) 331-4025
Email: jflower@cogentco.com



E-RATE CONTACT

Ried Zulager

Phone: (202) 295-4274
Email: rzulager@cogentco.com

EXECUTIVE SUMMARY



With Cogent as a partner, Magnolia Public Schools will obtain high quality Internet services that can meet the demanding Internet utilization needs of students, staff, and administration.

Powered by the largest network in the world, Cogent provides **non-oversubscribed and dedicated connectivity** at competitive price points. Our high-quality service, customized solutions, **and reliable network** will support Magnolia Public Schools education initiatives

Cogent is an experienced and trusted E-Rate supplier!

Cogent has been an approved E-Rate supplier since 2002, and **we currently provide service to over 100 satisfied school and library customers**. Cogent has partnered with school and libraries throughout the country, installing **dedicated and high-capacity Internet access circuits**. Schools and libraries that have taken advantage of our Internet access solutions include Prince George's County Public Schools, Mesquite ISD, Frisco ISD, Alexandria City Library, King County Library System, Santa Clarita Library System, and Enoch-Pratt Free Library.

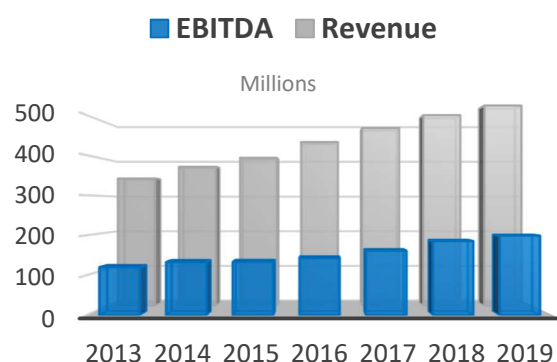
Cogent's dedicated Internet service connects customers via Tail circuit to our Tier 1 backbone, guaranteeing the full benefits of our fiber network. Our product offerings include:

- ➔ **10-100 Mbps Fast Ethernet:** This product is the ideal solution for individual schools, private institutions, libraries and charter schools.
- ➔ **200-1,000 Mbps Gigabit Ethernet:** This product is better suited for school districts supporting multiple facilities through a WAN network or school's that are implementing 1:1 iPad programs.
- ➔ **10 Gigabit Ethernet:** While most schools don't require a 10 Gbps circuit, some very large school districts and educational consortiums have the need for connections greater than 1,000 Mbps. In most cases, Cogent has the ability to provide this solution.

COMPANY PROFILE

*Founded in 1999, Cogent now carries an estimated **21% of the world's Internet traffic**. Cogent owns and operates one of the **largest IP networks** in the world as measured by interconnectivity and network span.*

Since its inception, Cogent has maintained a purposefully simple product set, allowing its dedicated staff to focus on our mission of operating the **most reliable IP network** in the industry. Cogent's straightforward product set enables us to minimize overhead and achieve **economies of scale**, resulting in large cost savings, which are passed on to the customer. Perhaps most importantly, Cogent's fiber optic network is easily scalable to meet the data transit requirements of the future.



With over 18 years in the industry, Cogent's superior affordability and availability continue to attract many of the **world's largest consumers of bandwidth**. Once connected, customers tend to stay with Cogent. Overall customer churn is a meager 0.5%. Now in its 19th year of supplying some of the world's most reliable Internet service, Cogent continues to supply service to the likes of AWS, Microsoft, Comcast, Twitter and LimeLight.

87,213+ CUSTOMER CONNECTIONS
46 Countries Served **Markets 205+**
2820+ On-Net Locations **Data Centers 54**
Interconnectivity 7,035 AS+
220 Tbps Internetworking Capacity
58,000 Intercity Route Miles **Metro Fiber 36,079+**
850 Metro Rings **Employees 1052**

OUR SOLUTION:

DEDICATED INTERNET ACCESS

Our proposal offers the best solution for your current and future Internet needs, and we look forward to the prospect of creating a long-term strategic partnership with KING CITY UNION SCH DIST.

Our services offer the following solutions for your educational goals:

DEDICATED, FULLY-CARVED CAPACITY CONNECTIONS	SUPERIOR NETWORK	CONNECTIVITY TO THE MOST POPULAR CONTENT AND APPLICATION PROVIDERS
Cogent has a network backbone capacity of 2,210 Gbps. <i>You'll never have to share your bandwidth</i> , and no QoS is needed!	Our SLA guarantees 100% <i>global network availability</i> , 99.9% packet delivery, and less than 45 ms North American roundtrip latency.	Cogent's Autonomous System (AS174) has direct connectivity to more than 7,040 networks around the world and over 220 <i>Tbps</i> of internetworking capacity.
GROW WITH OUR HIGH CAPACITY NETWORK	SIMPLE PROVISIONING PROCESS	AROUND-THE-CLOCK CUSTOMER SUPPORT
Cogent was founded on the premise that bandwidth can be treated like a commodity and offers scalable connectivity at optimized costs.	Our <i>simple installation process</i> ensures that your service is turned-up within the SLA guaranteed timeline.	Technical expertise is just a phone call away 24 hours a day, 7 days a week, and 365 days a year!

OUR SOLUTION:

DEDICATED INTERNET ACCESS (CONT.)

Cogent's Type 2 service connects customers via Tail circuit to our Tier 1 backbone, guaranteeing the full benefits of our fiber network. During installation, and throughout the life of the contract, Cogent will handle all necessary contact with the local loop provider.



A port on the network is reserved just for you to ensure that you always get a dedicated and direct connection. Our network is engineered so that all of your **bandwidth is available** all of the time.



Cogent stands out from competitors by offering **dedicated connectivity**, fiber-based Ethernet technology, and reliable service backed by local customer support centers and an **industry-leading SLA**.



With connections to over **7,040 other networks**, Cogent's network offers our customers outstanding connectivity to major access and content networks throughout the world.

Features	Interfaces
Flat Rate Billing	Fast Ethernet 10-100 Mbps
IPv4 & IPv6 Native/Dual- Stack	Gig Ethernet 200-1,000 Mbps
Primary/Secondary DNS	10 Gig Ethernet - 10 Gbps

THANK YOU



COGENT COMMUNICATIONS, INC.

CORPORATE HEADQUARTERS
2450 N STREET NW
WASHINGTON, DC 20037
UNITED STATES OF AMERICA

Service Quote Dedicated Internet Access (DIA)

For Customer: Magnolia Public Schools

To: Alfredo Rubalcava
Magnolia Public Schools
250 EAST 1ST STREET
LOS ANGELES, CA 90012

arubalcava@magnoliaput



From: Art Bell
National Account Manager

abell@cogentco.com



Cogent Communications

Quote Date: 22-Jan-2024
Quote #: 851337
Expiration Date: 21-Feb-2024

Service Location				DIA Service					Charges	
Address	City	State / Country	ZIP	Port	Bandwidth CDR (Mbps)	Billing Model	Installation	Service Term (months)	NRC (one-time)	MRC (monthly)
11330 GRAHAM PLACE	LOS ANG	CA	90064	10GE	5,000	Flat rate	90 Business Days	12	\$ 2,113	\$ 1,700
6411 ORCHARD AVENUE	BELL	CA	90201	10GE	10,000	Flat rate	90 Business Days	12	\$ 3,000	\$ 6,000
1254 EAST HELMICK STREET	CARSON	CA	90746	10GE	5,000	Flat rate	90 Business Days	12	\$ 4,250	\$ 5,900
6525 ESTRELLA AVENUE	SAN DIEG	CA	92120	10GE	5,000	Flat rate	90 Business Days	12	\$ 3,000	\$ 3,100

Information provided herein is confidential and intended solely for Customer's use. It shall not be disclosed to any third parties. Prices quoted herein are (i) valid until the Expiration Date set forth above (or, if no Expiration Date is indicated, until 30 days after the Quote Date), (ii) subject to service availability, and (iii) exclusive of taxes or surcharges.
NRC stands for Non-Recurring Charges and MRC for Monthly Recurring Charges.

Special Notes and Instructions

Features

Non-Oversubscribed
Fully Symmetrical
Ethernet Handoff (electrical/optical)
IPv4 Addresses Available
IPv6 Ready
[For more information, click here](#)

Service Level Agreement (SLA)

Network Availability 100%
Installation Guarantee
On-Net: 17 business days
Off-Net: 90 business days
Packet Loss <0.01%
Latency (NA<45ms, EU<35ms, TA<85ms ,TP<140ms)
[Click here to view Cogent's SLA](#)

Customer Support

24 x 7 x 365
Support Hotline & Email
eCogent Online Portal
Phones answered immediately by trained support technicians
15 minute outage notification guarantee
[For more information, click here](#)

About Cogent [Click here to view Cogent's Network Map](#)
Cogent Communications Holdings, Inc. (NASDAQ: CCOI) is a multinational, Tier 1 facilities-based ISP, consistently ranked as one of the top five networks in the world. Cogent specializes in providing businesses with high speed Internet access, Ethernet transport and colocation services. Cogent built one of the largest and highest capacity IP networks in existence. This network enables Cogent to offer large bandwidth connections at highly competitive prices.



CYTRANET

CONNECTING TODAY, EMPOWERING TOMORROW

YOUR CUSTOM PROPOSAL

Telecommunications Firm, LLC
PO Box 230801
Las Vegas, NV 89105
Tel: 702-864-5000 Fax: 480-591-9820
info@Cytranet.com
www.Cytranet.com



Cytranet is honored to be given the opportunity to present this proposal to your organization. We have reviewed and accept all the terms and conditions of the request.

Cytranet is in the business of making connections. We recognize the value of matching the right people with the right company, and we take the same approach with our communication service. There are many companies that can provide a dial-tone, but we believe that you deserve a partner that takes your agency as seriously as you do, and that starts with the right connection.

Having read and evaluated your Request for Proposal, we are confident that Cytranet cannot only meet your requirements but also exceed your expectations in multiple areas — ranging from communication infrastructure and carrier-grade quality of service to technical support and customer service. We call it Amazing Support and we look forward to delivering it to you.

We started this company to provide what we call Amazing Support to our customers, and we have spent the last ten years building a culture around that concept. We knew early on that the only way to become a leader in the Unified Communications industry is to provide the best service possible to our customers. Technical innovation features, and ancillary services are very important in this industry, and we devote a large amount of resources to R & D. We believe that innovation within the service part of our organization is equally as important. In fact, by applying the concept of Amazing Support to all parts of the business, we have been able to create a company that puts the needs of our customers ahead of anything else.

Naturally, Amazing Support means that our customer service and support departments are second to none. But we take Amazing Support much further than that. In our Infrastructure and IT department, Amazing Support means only using Tier 1 class telecommunications hardware and software from vendors including Acme Packet, Oracle, Cisco, HP and Brocade. It also means co-locating our platform in Carrier-Class data centers that are geographically protected from natural disasters, located on multiple power grids, have provided 99.999% uptime for at least five years, and served by at least ten diverse fiber providers.

Please review the pricing information we provide below. If you have any questions about this response, the company Cytranet, or the services we provide, please do not hesitate to contact me directly.

Very truly yours,

A handwritten signature in black ink, appearing to read "Doug Roberts", is written over a light blue horizontal line.

Doug Roberts

PRESIDENT, TELECOMMUNICATIONS FIRM, LLC



COMPANY HISTORY

Cytranet is one of the leading providers of voice, data, cloud, and managed IT services in the Southwest, as well as having a nationwide reach. Supporting over 1,000 businesses, nonprofits, and government agencies of all sizes, Cytranet is the most experienced provider of technology services in the region. Based in Las Vegas, Nevada, we offer single-source solutions that support the latest in Voice and IT Services. We serve our clients' local to global locations. Our technology experts design, deliver, and manage end-to-end solutions. For example, phone service, fiber internet, networks, equipment, data centers, monitoring, managed Wi-Fi and support.

For over 15 years, Cytranet has provided personalized support, and we take great pride in our clients' testimonials. Our experienced staff is accredited by leading technology providers, and our on-time delivery and 24x7 support consistently earn accolades from our customers. We are focused on your success.

Cytranet specializes in a wide range of services, including tailored voice and data networks, and IT services and solutions for medium size businesses and enterprises nationwide. We are committed to providing each and every one of our clients with high quality service and support. Our unique team is incredibly friendly and can help you every step of the way in growing your business. We expertly combine our services in order to provide you with customized help and support, so you only get what you need and what you want. Our innovative approach starts with a thorough investigation of your company's needs to succeed so that we can ensure a perfect fit with you and our services.

Cytranet's clients benefit greatly when they choose to partner with us. Not only will you have more energy and time to focus on your business while we handle your voice, data, and IT needs, but you will experience happier and more productive employees, too. Let us help you open the doors to more technology so that your network will always perform to your standards and that your company will be able to outperform its competitors with ease. Rest assured knowing that your voice and data services are optimized, maintained, and protected – because guaranteeing your business's technology runs smoothly is our top priority.



CONFIRMATION OF COMPLIANCE

Cytranet is nationally recognized as a leading provider of Hosted VoIP, SIP, PRI, Video, and Unified Communications. Cytranet is also ranked #1 in reliability and customer service and is one of the fastest growing companies in the VoIP industry. Cytranet's intuitive online platform allows for an unlimited number of VoIP features, all for a single, predictable monthly price. Cytranet has reviewed all of the specifications of this request, and believes that it is truly the best provider to be able to meet all of the objectives and goals of this request.

The following products and features distinguish Cytranet Communications above all competition in the communications marketplace:

Platform Ownership. Cytranet has developed—and has full ownership and control of—our proprietary Cytranet platform and all attendant cloud architecture and software. Ownership of the Cytranet platform provides for rapid application development and extremely fast turnaround on technical support issues. It also allows for more flexible pricing, as Cytranet isn't obligated to any third-party developers. Cytranet's elite team of developers and telecommunications experts has broad experience and a deep understanding of VoIP and the underlying technologies. This pool of expertise greatly strengthens the stability of the firm.

Experienced Staff. Platform ownership ensures that Cytranet is qualified and committed to supply your organization with the technology it deserves. This capability not only includes matters of maintenance but also future systems enhancements. Cytranet has already gained recognition for developing many vertical-specific features tailored to the various segments of Cytranet's client base. These features include functionality such as Emergency Outbound Notification for K-12 school districts and Broadcast Paging for food services. Our skilled engineers are passionately dedicated to maintaining system performance for our clients. Cytranet's system is backed by an aggressive Service Level Agreement (SLA), which is included in this response.

Related Experience. Cytranet has performed many of the largest true Hosted VoIP installations currently deployed throughout the US. Cytranet has garnered impressive experience in several government deployments. These deployments differentiate Cytranet above its SMB-focused competitors. For example, Cytranet recently deployed our Hosted VoIP solution in a large MLB baseball stadium, as well as in a large hospital system with over 1,000 users.

Inclusive Pricing. Cytranet has a unique pricing strategy. Our all-inclusive pricing covers the full spectrum of both classic and advanced features in its hosted VoIP suite. Cytranet does not charge additional fees for unlimited auto-attendants, voicemail boxes, ring groups, queues, schedules, user groups, or dial-plans. Nor does Cytranet charge for features such as Virtual Fax, Call Center, Conference Bridges, et cetera. Many providers charge additional fees for many of these services or restrict the number allowed.

Industry Leading Reliability. Cytranet's up-time and reliability lead the hosted VoIP industry. Many of providers experience frequent—and often prolonged—outages, impacting telecommunications clients with serious consequences.

Often such outages are caused by lack of engineering resources or lack of deep product knowledge. In contrast, the Cytranet platform has full-mesh redundancy, geographic diversity, and a skilled team of intelligent engineers dedicated to maintaining system performance for all Cytranet clients.

Dedicated Fiber Internet

100mb/100mb

\$709/month - \$550 installation

250mb/250mb

\$1065/month - \$550 installation

500mb/500mb

\$1368/month - \$550 installation

600mb/600mb

\$1467/month - \$550 installation

1000mb/1000mb

\$1515/month - \$550 installation

5000mb/5000mb

\$3111/month - \$1250 installation

10000mb/10000mb

\$4353/month - \$1250 installation

IP addresses included at no charge, up to 128 block. Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed. Prices are per individual circuit.

Point-to-Point MPLS Fiber

1000mb/1000mb

\$1900/month - \$550 installation

10000mb/10000mb

\$2500/month - \$1250 installation

Prices are for complete circuit (both locations). Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed.

Voice

PRI (23ch) – Unlimited Local & LD

\$399/month - \$550 installation

Analog Line – Unlimited Local & LD

\$29.99/month - \$50 installation

Hosted Phone Seat – Unlimited Local & LD

\$29.99/month - \$50 installation

SIP Trunk Channel – Unlimited Local & LD

\$19.99/month - \$50 installation

Each line includes a single DID, additional DIDs billed \$1 each. Toll-Free numbers billed at \$0.04/minute. Taxes, fees, surcharges of up to 17.5% may be assessed.

Managed Network

Gigabit Router with Integrated Firewall

\$299/month - \$349 installation

48-port Gigabit PoE+ Switch with 4 SFP ports

\$199/month - \$249 installation

802.11ac Wave 2 Cloud-Managed WiFi Access Point

\$39/month - \$149 installation

Gigabit Router with Integrated Firewall with Unlimited LTE Backup Plan

\$399/month - \$349 installation

SD-WAN Appliance with Traffic Shaping & Failover

\$199/month - \$149 installation

Managed 12-port Auto-Reboot Power Appliance

\$99/month - \$149 installation

Cable Drop CAT6 (Labor Only)

\$149 installation

Data Center/Cloud Services

42U Full Rack, 15A Power, 1000M Internet, 64 Public IPs

\$1999/month - \$599 installation

21U Half Rack, 15A Power, 1000M Internet, 64 Public IPs

\$999/month - \$399 installation

Exchange-compatible Email Mailbox with 25GB Storage

\$9.99/month - \$25 installation

Data Backup of VMware or Hyper-V Servers with 60 Day Retention

\$2/GB/month - \$999 installation

Data Backup of Files with 60 Day Retention

\$1/GB/month - \$499 installation

Web Content Filtering

DNS-Based CIPA compliant filter

\$0.09/student/month - \$499 installation

Internet Access

The Importance of Being Well-Connected

Internet Designed for Enterprises

Enterprise businesses today require the most reliable, scalable and cost efficient way to connect to the public Internet.

Cytranet delivers enterprise grade internet services over a wide range of access options, features and price points to fit your business needs.

Serving the Distributed Enterprise

Reliable and affordable connectivity for your business locations everywhere:

- Nationwide Points of Presence
- Extensive fiber infrastructure
- Metro footprint / On-net Locations
- Private Peering with major Internet backbones
- Inter-connecting with major providers of:
 - Telecom
 - Cable
 - Fiber
 - Ethernet
 - 4G/LTE Wireless

Flexibility to Meet Your Needs

Terrestrial and wireless options:

- Ethernet – 10Mb, 100Mb, 1Gb, 10Gb
- Cable/DOCSIS
- Fiber to the Internet (FTTI)
- TDM (T1 & NxT1)
- DSL
- 4G LTE Wireless

Trusted Network Security

In-house security expertise with services to protect your brand.

- Premises Firewalls with SPI and IPS
- SIEM and Log Management
- IPsec VPN and Hybrid Networks
- Application Control
- Content Filtering
- PCI DSS Solutions

Services

- Rapid activation intervals
- Multiple access options
- Flat rate and usage based options
- Full suite of managed security services
- 24 x 7 network monitoring management and technical support
- Industry-leading SLA's

Benefits

- Improve customer experience
- Protect your brand
- Reduce costs



Connect to Cytranet IP Services

Leverage our portfolio of IP services.

- Hosted Voice Services
- Secure WiFi & Analytics Services
- IPsec VPN and Hybrid Networks
- MPLS Networks
- Application Performance Optimization

Engineered for Enterprises

Cytranet manages for peak bandwidth utilization, and when traffic exceeds pre-set thresholds, capacity is rapidly increased to avoid congestion.

Industry leading network reliability combined with robust national infrastructure ensures low latency and jitter for reliable voice and video applications.

Comprehensive Set of Features & Options

- Managed Network Services
- Utilization monitoring via portal
- Professional Installation
- Public IP allocations to meet customer requirements
- Primary and secondary DNS registration/hosting
- Web and e-mail hosting services
- Border Gateway Protocol (BGP)
- Network Access Translation (NAT) to conserve scarce IPv4 addresses
- Network redundancy and diversity

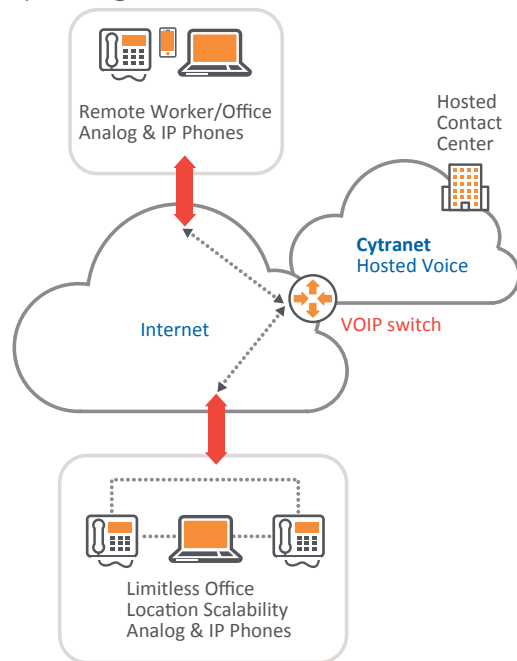
Hosted Voice Analog Service

Start Your Migration to the Cloud

Nearly 50% of all businesses have migrated away from legacy voice services to a cloud based voice service.

Isn't it time for you to make the move to eliminate voice POTS lines, consolidate providers and simplify management of voice services?

Bring your own broadband to reduce operating costs.



Keep Your Analog Phones

- No need to invest in new IP phones
- No user training required
- Leverage cloud based features

Advantages for Your Business

- Analog and IP phones on same platform – a mixed environment with free calling between locations
- Migrate to IP at your own pace, avoid capital expense of purchasing new IP phones
- Analog phone users gain access to cloud based features including unified voicemail, unified fax, Web Management Portal (CommPortal), call routing and find me/follow me.
- Reduce operating expenses by eliminating POTS lines and simplify vendor management.
- Unlimited local, long distance and Toll Free calling within the United States.

Powerful Communications Portal Tool

- Manage your phone from any web connection
- Play your voicemail anywhere

Features

- Analog Phones
- Analog Fax Machines & Modems
- Analog Telephone Adapter included
- Flexible Call Routing
- Simultaneous Ring
- Voicemail to Email
- Online Portal to Manage Services
- Unlimited Local, Long Distance & Toll Free
- Free Site-to-Site Calls
- Abbreviated Dialing Between Sites
- BYOB Option
- Hosted Contact Center Option
- Auto Attendant

Contact us at 1-877-358-9390
www.cytranet.com



Hosted Voice

Rethink Your Phone System — Never Miss a Call

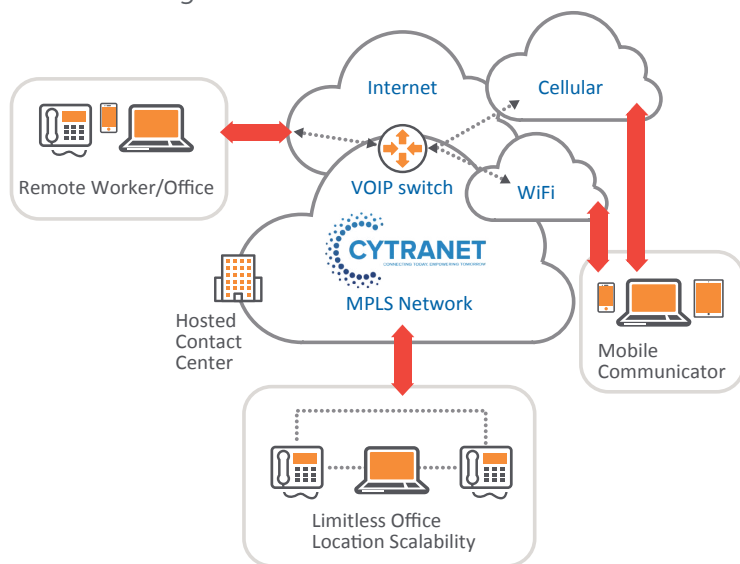
Looking for innovative ways to increase revenues and productivity? Need to ensure you never miss a call or suffer from a service outage? Want to save money and avoid capital expenses?

In the world of business, a phone system is more than a tool for facilitating conversations; it's a conduit to customer orders, more efficient employees, better customer relationships, and cost savings.

Upgrading your phone system to a Hosted Voice solution can deliver significant advantages.

Advantages for Your Business

- Scalable fully-managed flexible solution that grows as your business evolves
- Unified communications without the complexity and capital expense of a new phone system
 - Business continuity protection with flexible routing options so you never lose connections with customers
- Simple web-based management tool provides both system management control and user customization
- Reduce operating expenses with an all-inclusive service bundle
- Avoid technology obsolescence – simply add features and services as they become available
- Bring your own broadband, keep your analog phones and migrate to IP phones at your own pace
- Unlimited local, long distance and Toll Free calling within the United States



Features

- Flexible Call Routing
 - Simultaneous Ring
 - Voicemail to Email
 - Online Portal to Manage Services
 - Unlimited Local, Long Distance & Toll Free
 - Free Site-to-Site Calls
 - Abbreviated Dialing Between Sites
 - Flexible Bandwidth Options
 - Quality of Service
 - BYOB Option
 - Hosted Contact Center Option
 - Auto Attendant
 - Unified Fax
 - Incoming Call Manager
 - Mobile Communicator
 - Salesforce.com Integration
 - Analog Phones Supported
-
- Voice, Internet and private Data on a single connection with quality of service
 - Drive more revenue for your business with business productivity tools

Hosted Voice

Powerful Communications Portal Tool

- Manage your phone from any web connection
- Play your voicemail anywhere
- Ring your office phone and cell phone at the same time and never miss calls
- Save time and money by streamlining your business operations

Mobile Communicator — Take your office anywhere!

- Turn your Android or Apple Device into your office phone
- Make and receive calls as if you were in the office
- Soft phone for your PC
- Instant Messaging and Presence keeps you connected

Hosted Contact Center

Your customers might not be as satisfied as you think¹...

66%

Consumers switched brand or business due to poor customer service

82%

Consumers who switched, but said the brand could have done something to stop them

Source

1. Accenture Global Consumer Pulse Survey, 11/13

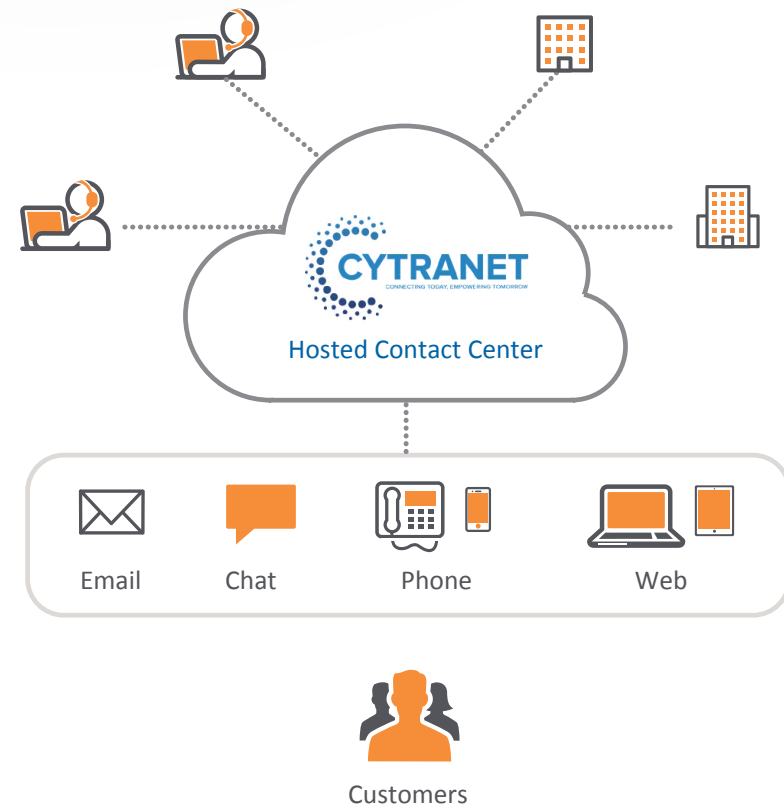
2. Ovum, Optimizing Customer Service in a Multi-Channel World, 10/10

Stay Connected with Your Customers

52% consumers use 3 or 4 channels to connect: email, chat, web, phone or social media²

Keep Your Customers Happy

Let your customers connect with your business in the methods they prefer. Be ready to connect them quickly to the right persons and to give them the answers and support they need.



Contact us at 1-877-358-9390
www.cytranet.com



PRI Services

Integrated Voice, Data and Cloud Applications

Integrate traditional voice services with Internet and data over a single, reliable connection. Leverage emerging technologies with access to advanced cloud-based applications including Hosted Contact Center and Unified Communications. Position your business for growth, enhanced collaboration, and scalability while reducing costs.

Line Side Service

- Nationwide local telephone service including long distance and dynamic Internet
- Multiple access methods including DSL, T1 and Ethernet
- Add powerful options including Auto Attendant and MPLS to connect multiple locations
- Added value with numerous free services included, such as unlimited local calling, email accounts, static IPs and managed router
- A full line of CLASS features, including hunting

CLASS Features Include

- **Call Hold:** Place callers on hold
- **Call Forward:** Forward lines to another number
- **Call Park/Pickup:** Pick up call on another phone
- **Call Transfer:** Transfer calls to another line
- **Caller ID:** See incoming name and number
- **Three Way Calling:** Add a third caller to a call
- **Call Hunting:** Forward incoming call to next available line
- **Extension Dialing:** Use abbreviated extension for intra-company calls, even at different locations
- **Auth Codes:** Provide authorized users with personalized code to make toll calls

Additional Options

- Toll Free Service
- Shared Long Distance
- Virtual Call Forwarding
- Additional Email Accounts
- Auto Attendant
- Unified Voice Mail and Fax
- Call Router

Included FREE

- Unlimited Phone Service
- One Toll Free Number
- One Voice Mail Box
- Dynamic Internet
- Up to 50 Email Accounts
- 1st year free domain name registration
- Up to 5 Usable Static IPs
- Free Calls Between Sites
- Basic Managed Router
- Professional Installation

Benefits

- Bandwidth Up To 100 Mbps
- CLASS Features
- DSL, T1 and Ethernet Access
- No Activation Charges

Contact us at 1-877-358-9390
www.cytranet.com



SIP Trunking

Simplified and Reliable Voice Network

Unified and Scalable Voice Network

Flexible deployment options to consolidate multiple locations with diverse PBXs into a unified, simplified and highly scalable enterprise voice network. Lab certified PBX compatibility.

High Performance

High quality Voice with guaranteed CoS prioritization delivers industry leading SLAs:

- 4.0 MOS
- Delay < 45ms
- Jitter < 1ms
- 99.9% delivery ratio
- 99.999% availability

Gain Economies

Optimize your network by converging Voice and Data and eliminating internal voice usage fees.

Business Continuity

Keep mission critical voice services running with our highly redundant private IP network, SIP Failover, load balancing and auto reroute.

Trunk Utilization Monitoring & Reports

Online portal visibility for quality control and capacity planning.

Features

- Private Voice and IP network
- SIP failover, auto reroute
- Load balancing
- Aggregated trunking for bursting
- G.711 or G.729
- PBX certifications
- Trunk utilization monitoring

Benefits

- Reduce costs
- Ensure high quality voice
- Eliminate voice outages
- Easy to manage unified voice system
- Highly scalable



Build Your Own Voice Network with Flexible Deployment Options



Distributed

- Direct SIP connection to each site
- Dedicated call capacity
- High redundancy



Aggregated

- SIP connection to centralized hub
- Locations share trunk capacity
- Efficient use of call capacity



Hybrid

- Combination of distributed and aggregated designs
- Multiple hubs for added redundancy
- Share resources + add resiliency

Control Your Path to SIP

Our experts will help architect a solution to match your migration path to a SIP voice network while leveraging current assets.

Contact us at 1-877-358-9390
www.cytranet.com

SIP Voice Termination

Cytranet Voice Termination service provides termination of nationwide 1+ domestic traffic for facilities-based carriers. The carrier originates and aggregates traffic on their network, then hands the traffic to a Cytranet Voice Term hub through a SIP or TDM handoff.

On Net Carrier Termination delivers Cytranet's highest quality domestic long distance termination. It uses direct ILEC connectivity to provide the highest voice quality available and guards against direct and indirect looping.

Premier Carrier Termination uses Cytranet's highest quality routes to terminate domestic long distance traffic. This product offers a high ASR% and lowest average, post-dial delay and protects against direct and indirect looping.

Preferred Carrier Termination optimizes both price and quality routes for domestic long distance call termination. This product uses a suite of quality vendors and offers our most extensive route depths, while guarding against direct and indirect looping.



Special Features

- Nationwide termination with competitive rates
- High-quality termination network including originating caller information pulled through network (i.e. Caller ID information still displays at termination)
- Multiple Access methods:
 - TDM connection (SS7/PRI)
 - SIP via a private IP connection
 - SIP via the public internet
- Competitive NPA-NXX rates
- Quality Managed at the NPA-NXX level
- Supports G.711u and G.729AB codecs
- Supports fax by G.711 fall back
- Provides daily CDRs
- Provides loop detection

Get Started

sales@cytranet.com | 1-877-358-9390 | www.cytranet.com





Cytranet Internet Customer Site Preparation Document

- Cytranet strives to provide a smooth and successful installation experience for our Customers. We will do all that we can to install your service on time and in a quality manner.
- Close coordination and effective communication between Cytranet and you is critical to ensure the Internet will be available when you need it.
- Customer site readiness is essential for delivery of service. Delays in site readiness are one of the leading causes of installation delays.
- Please try to complete site preparation of your site as quickly as possible from the time that you place your order. This includes any electrical requirements, the backboard for the network equipment and any applicable extended inside wire. This will help avoid an installation delay.
- The key to success is to be certain that the local Customer site contact is knowledgeable and empowered regarding all items on the following pages.



Internet Customer Checklist

Local Customer Site Contact:

It is critical that the Cytranet Ordering team has accurate local Customer site contact information: name, title, phone number and email address. This is important when issues arise regarding scheduling, building access and problem resolution (if needed).

The local Customer site contact must:

- The proper installation site address should be provided to the Cytranet Ordering team as well. This is the site where service is being installed.
- The local site contact must be “on site” at the proposed installation site to assist and escort the Cytranet Access Engineer or Field Technician through the site survey visit. Please note the Cytranet Access Engineer or Field Technician’s name, phone number and email address should any questions arise regarding property or room “site preparation” requirements. It is critical that the local Customer contact addresses all site requirements immediately after the site survey visit.
- The location site contact must negotiate the establishment of Cytranet’s Demarcation Point (Demarc) with the building property owner in a multi-tenant building. Note: The Demarc is the location point inside the building where Cytranet’s service terminates from the street.
- You should notify the Cytranet Project Manager after you have completed all site requirement issues identified during the site survey visit. You should also notify the Ordering team (via email) to ensure the order continues as scheduled.
- The local site contact must be present for the Fiber router installation and be familiar with the location of the Demarc.

Inside Wire Extension: If the building’s Demarc is not in your location or is on a different floor, you are responsible for providing the inside wire extension between the building’s Demarc and the proposed location of the Fiber router. Inside wire extensions take time and can delay provisioning timelines. Please discuss any delays or issues with the Cytranet Ordering team.

Conduit from Street: When a building requires fiber, the Customer or property owner is responsible for providing a clear underground (conduit) or aerial path from the property line where Cytranet facilities exist, to the room designated to support the entrance fiber. Fiber is normally connected from the property line via underground conduit facility. All conduits, on the building’s property are the responsibility of the property owner to provide, maintain and repair. Site installation work cannot begin until space within an acceptable conduit has been established (property line to Demarc).

Clear Path to Demarc & Fiber Router: The Demarc area should be clear of obstacles. Cytranet installation technicians must be able to access the Demarc area to install the network termination equipment, the jack and the Fiber router.

Wall Space: Customers should provide ample wall space for Cytranet’s network termination equipment, the jack and Fiber router. A customer-provided and installed fire-retardant plywood backboard (minimum 4’x4’x ¾”) is required for these purposes.

Power Outlets: Properly grounded 110V, 15 amp, 3-prong AC outlets are required for the Fiber router, modem and Cytranet’s network devices that terminate the data connection from the street. Power outlets should be within 6 feet of these devices.

Cytranet Managed Customer Router: The Fiber router should be installed within 6 feet of the power outlet and within 15 feet of the jack that connects to your router. This will ensure that the cable inside the router box will reach the jack. If the Fiber router is installed in a rack mount, be sure to have 4 screws that fit the rack.

Site Preparation Completion: Please try to complete site preparation of your property and equipment room as quickly as possible from the time of the order. This includes: conduit, electrical, equipment backboard and any applicable extended inside wire. This will help avoid installation delays.

Internet Customer Site Preparation Document

Local Customer Site Contact:

Please provide a local Customer site contact, including name, title, phone number and e-mail address, with whom the Cytranet Ordering team or an Cytranet Access Engineer (or Cytranet Field Technician) can speak with regarding scheduling, building access and problem resolution (if needed). An Cytranet Access Engineer (or Cytranet Field Technician) may reach out to your local site contact to schedule a site survey visit for T3 and OCx speeds.

The local Customer site contact must:

- Provide the proper installation site address to the Cytranet Ordering team.
- Be familiar with the building where service is being installed.
- Be familiar with Cytranet's Demarcation point (i.e., Demarc). NOTE: The Demarc is the location point inside the building where Cytranet's service terminates from the street.
- Be at the proposed installation site to assist and escort the Cytranet Access Engineer through the site survey visit (if required). Please be prepared to address any site requirements with the Cytranet Access Engineer.
- NOTE: Site Surveys may be required for T3 and OCx speeds.
- Have decision making power to address the service requirements for a successful installation.
- Have the authority to confirm all completion dates for any requirements that are your responsibility.
- Negotiate the establishment of your company's Demarc with the building property manager or owner in a multi-tenant building. For ease of router installation, your company's Demarc should be resident in the location that will have the Internet router. If the building's Demarc is not in your location or is on a different floor, you are responsible for providing the inside wire extension between the building's Demarc and the location of the Internet router.
NOTE: We need your site contact to be Cytranet's advocate when working with the building property manager or owner.
- Disclose any of the following prior to the start of the project:
 - Building access information such as parking, unloading zones, elevators and route to work area.
 - Any noise or time restrictions.
 - Any asbestos or hazardous materials present in the work area.
- Provide adequate working space in the installation area for the Cytranet Field Technician and a clear path to the backboard (if required), the jack at the Demarc, regular telephone line (for Cytranet Provided Internet Routers) and power outlets, as well as the Cytranet Internet router.
- NOTE: Backboards or racks will be required for T3 and OCx speeds.

Internet

Customer Site Preparation Document

Site Preparation Delays

Cytranet will negotiate a project schedule with all parties to enable service completion as close to your desired date as possible. However, any changes to plans or any delays associated with site preparation can have a corresponding impact to the service delivery date. Please try to complete site preparation as quickly as possible from the time that you place your order. This includes any electrical requirements, the backboard for the network equipment and any applicable extended inside wire. This will help avoid an installation delay.

Customer Site Not Ready

You must have your site ready by the agreed upon “Ready” date to avoid delays to the requested service. Please contact the Cytranet Ordering team and your Account Representative if delays are anticipated so work forces can be rescheduled.

What to Expect if a Site Survey Visit is Required

A site survey visit may be required in certain circumstances for T3 and OCx. In order to facilitate a successful site survey, please review the following recommendations:

- The local Customer site contact must be “on site” to assist and escort the Cytranet Access Engineer (or Cytranet Field Technician) through the site survey visit. We ask the local site contact to take notes when discussing the proposed Customer-provided site requirements.
- It is advisable that the local site contact note the Cytranet Field Technician’s contact information (name, email & phone number) in the event that questions arise surrounding property site or room requirements, when preparing your site.
- After the site survey is completed, it is critical that the local Customer site contact addresses all site requirements immediately. If not, the order could be delayed.
- After you have completed the work for the site requirements identified during the site survey visit, the local Customer site contact should notify the Cytranet Project Manager and the Cytranet Ordering team (via email). Notifying the Cytranet Ordering team helps ensure that the order continues as scheduled.



Internet Customer Site Preparation Document

Following is information and a list of general requirements associated with fiber optic-based services (T1, T3 and OCx). The Cytranet Access Engineer (or Cytranet Field Technician) will identify actual requirements for the specific installation during the site survey visit.

There are typically 4 basic areas of Customer obligation to facilitate timely equipment installation and delivery of service:

Inside Path; Power; Ground; Floor Space & Environmental Requirements

Inside Path: Building's Demarc to Customer Router Location

- The Demarc is the location point inside the building where Cytranet's service terminates from the street.
- If the building's Demarc is not in your location or is on a different floor, you are responsible for providing the wire extension between the building's Demarc and the proposed location of the Internet router.
- In a multi-tenant building, the building's Demarc is not usually within your location, but rather in a common area serving multiple tenants within the building. It is your responsibility to provide the wire extension from the building's Demarc to your location. If you need assistance, contact your Cytranet Account Team or speak with the Cytranet Field Technician during the Site Survey visit. In most instances, Cytranet can place a separate order for the wire extension to the Customer location and your Cytranet Account Team will confirm any additional charges.
- When dealing with wire extensions, a clear path with conduit or cable tray needs to be provided by you from the building's Demarc to your location, where the Internet router will reside.
- The conduit must be a minimum 2", with hard plastic corrugated inner duct with pull rope through which the fiber will be placed.
- Inside wire extensions take time and can delay provisioning timelines. Specific requirements and any delays should be discussed with the Cytranet Ordering team and your Account Representative as quickly as possible.
- We encourage you to share this information with your electrical contractor.



Internet Customer Site Preparation Document

POWER

- **Network Device:** Please provide a dedicated 110V outlet and dedicated circuit breaker rated at a minimum of 15 amps for the network device that connects your building to the Cytranet network. The power cord must not be touching any other cables.
- **Internet Router:** In addition, please provide a 110V outlet for the router and the modem. A modem is provided if you ordered a Cytranet managed router.
- Please position your outlets so a standard power cord for the router, modem and network devices can reach the outlets (within 6 feet).
- The Cytranet Access Engineer (or Cytranet Field Technician) can confirm if the power supply for each device is adequate.
- We highly encourage you to consult with your electrical contractor and share this information.

FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS

- In a standard fiber installation, transport equipment is placed in a common area with access to the entire building. It is your responsibility to obtain any necessary perFibersions from the building manager or owner for use of the common area.
- Because of the small size of most network termination equipment, a wall mounted installation is recommended (please see the illustration on next page). However, a Customer provided 19" rack of suitable strength and quality is also acceptable. The choice for equipment placement should be decided before the order is placed and is subject to confirmation following the site visit by an authorized Cytranet Engineer.
- A Customer-provided backboard, minimum 4' x 4' x 3/4" fire-retardant plywood, fastened to studs is required for the network device and the jack that connects to your router. **NOTE:** Backboards or racks will be required for T3 and OCx speeds.
- The Internet router should be installed no more than 15 feet from the jack that connects to your router. This distance will ensure that the cable inside the router box will reach the jack. Customer-provided rack screws are recommended because rack screws are not standard in size.
- Operating environment should be between +40° F and 85° F at 10% to 85% relative humidity.

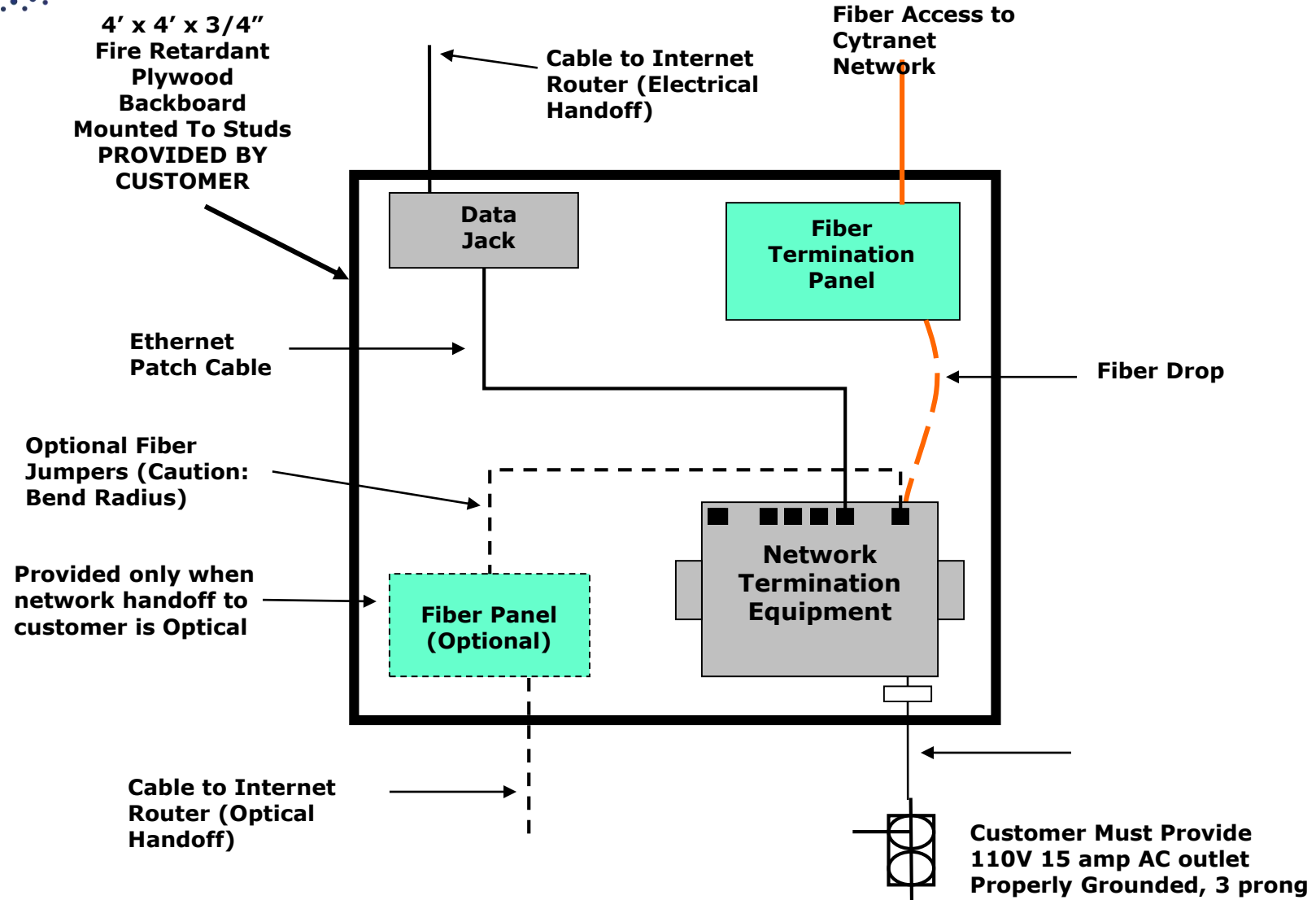


Internet Customer Site Preparation Document

GROUND

- Relay racks/cabinets must be 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.
- All equipment requires properly grounded 110V, 15 amp, 3-prong AC outlets.
- If your site will be using a stand-alone, centralized bulk power plant (now or any time in future), then grounding is required as follows:
 - #2 stranded ground is required from your earth electrode system to the equipment room. This would be connected to a grounding bus bar, or otherwise directly connected to different components.
 - A #6 stranded ground is required from the grounding bus bar to the network terminating equipment.
- If your site will not be using a stand-alone, centralized bulk power plant (now or any time in the future) and instead will be using an embedded or integrated power configuration where the power plant is located within the same rack or cabinet as the equipment it powers, then grounding is required as follows:
 - A #6 stranded ground is required from your earth electrode system to the equipment room. This would be connected to a grounding bus bar, or otherwise directly connected to different components.
 - A #6 stranded ground is required from the grounding bus bar to the network terminating equipment.
- Specific requirements may also be discussed with the Cytranet Access Engineer (or Cytranet Field Technician) at the time of the site survey visit.
- We highly encourage you to consult with your electrical contractor and share this information.

Backboard Showing Wall Mounted Installation Internet using Fiber



CARRIER & NETWORK LIST

CARRIERS

(FMT1 and FMT2)

AT&T

CenturyLink

Comcast Business

Level3

Electric Lightwave (Optic Access)

Paxio

XO Communications

Zayo (Above.net)

INTERNET EXCHANGES

(FMT1 and FMT2)

SFMIX 12276

AMS-IX Bay Area 62981

Fremont 1 (FMT1)

760 Mission Court

Fremont CA 94539

Company	ASN
Applios Inc	6565
Beijing Internet Institute	45275
CentralNic Ltd	60890
CentralNic Ltd	199330
Connections Hub Tech.	133194
EMnify GmbH	60044
Fire2Wire	11191
Hurricane Electric, LLC	6939
Intelishift Technologies	36685
Mother Lode Internet	20377
Netregistry Pty., Ltd.	24446
RackCorp	56038
Safe DNS, Inc.	57926
Tekify Broadband	46886
Vodafone US Inc	26641
Zinnia Networks, Inc.	11203

Fremont 2 (FMT2)

48233 Warm Springs Blvd.

Fremont CA 94539

Company	ASN	Company	ASN
Altiora LLC	395026	Mimosa Networks	62786
Amernet	4965	NapaNet	8046
Arista Networks Inc	55064	NIC.br	11644
Best Rate Information Tech	62662	NoAccess / SONN	15096
BizFu	11893	OARC Inc (DNS-OARC)	64238
C&B Internet Services, LLC.	30217	Octeth, Inc.	393807
California Broadband Services	54648	Outofwall, Inc.	27418
Cat Networks Hong Kong Ltd.	393884	Parlor.fm	33036
Cluecentral	31064	Planisys Corp	52438
Coastside Net	19306	Raapid Technical Services LLC	30708
Conexim Australia Pty, Ltd.	132873	Rack Foundry Inc.	54197
Console Inc.	19330	Rayservers GmbH AG	262144
Coplogic, Inc.	54333	Red Shift Internet Services	7735
Cyberworld Data Center Co.	132412	Redraw Internet	31595
Eblulite	394648	San Mateo Regional Network	19355
EIS Group Inc (Exigen Ins. Sol.)	16830	Scale Genius Inc	203282
Etherweb Network	63450	Sipartech	8309
EZ Network Systems, Inc.	7412	SkyScape Networks	46600
Farsight Security, Inc	393667	Smarter Broadband Inc	46276
Fork Networking, LLC	46841	Softcom Internet Comm. Inc.	13427
Funke Internet Services	34764	Solid Tools Technology, Inc.	54288
Goruck, LLC.	26679	Soprado GmbH	20546
Heliacal Networks	33309	Tornado Computer Systems	22395
Heliacal Networks	198362	Trijit Corporation	11301
Heliacal Networks/McKay.com	50763	Trijit Corporation	59171
Hostrocket Com Inc.	62756	Trijit Corporation	59261
Hurricane Electric, LLC	6939	Trijit Corporation	134267
HyperDSL, Inc.	53409	Turtle Systems, LLC.	6379
Invite Networks Inc	16783	USWired	46278
IT7 Networks, Inc.	25820	Velocity Inc	62728
IX Reach - IIX	43531	Vista Broadband Networks, Inc.	22667
King Servers	14576	Vodafone US Inc	26641
Linode	63949	Volt Broadband	62809
LTY Connect	394144	Vom.com	54968
MHO Networks	14755	WillitsOnline.com	11472
		ZScaler	53813

Dedicated Fiber Internet Service Level Agreement
Excludes hybrid-fiber such as DSL or Coaxial connections

SERVICE LEVEL AGREEMENTS (“SLA”). This sets forth the SLAs applicable to the Service and the service credits available to Customer (“Service Credit”). The monthly measured SLA attributes are effective as of the first day of the second month after initial installation of a Service.

COMPONENTS INCLUDED

All relevant components of the Cytranet / Underlying Carrier IP Network (e.g., POPs, routers and circuits) are subject to this SLA, and components of other Internet backbone providers (“Off Net”) are subject only to the Latency SLA as described herein. Local access/connection facilities (i.e., the local loop or tail circuits) (“Local Access”) used to access the Cytranet / Underlying Carrier IP Network or partner networks and any Customer equipment are not included as components of the Cytranet / Underlying Carrier IP Network for purposes of this SLA; provided, however, solely for purposes of the “Network Availability SLA,” the components of the Cytranet / Underlying Carrier IP Network shall include any Local Access provided by Cytranet / Underlying Carrier, but shall specifically exclude any Local Access furnished or ordered directly by Customer from a third party.

“Intra U.S.” refers to the Cytranet / Underlying Carrier’s IP Network. The “Intra U.S. - Off Net” Latency SLA refers to the latency between the Cytranet / Underlying Carrier IP Network and Off Net providers.

NETWORK PORT AVAILABILITY

Network Port Availability measures “Network Downtime” versus “Network Uptime.” Network Downtime is based on periods when a particular Intra U.S. DIA port of Customer is unable to transmit and receive data, and Network Uptime includes all other periods. Network Downtime is recorded in the Cytranet / Underlying Carrier’s IP Network trouble ticket system, and is measured from the time Customer opens a trouble ticket in the Cytranet / Underlying Carrier’s trouble management system to the time the Intra U.S. Affected Service is again able to transmit and receive data according to Cytranet / Underlying Carrier’s records. “Affected Service” refers to the DIA port that fails to meet the relevant SLA.

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for credit equal to [1/720 x Customer Recurring Monthly Charges for applicable service(s)].

LATENCY

The average network delay (“Latency”) will be measured via roundtrip pings on an ongoing basis every five minutes to determine an average monthly performance level for Latency at the relevant POPs.

Latency = Σ (Roundtrip Delay for relevant POP-POP trunks)/(Total Number of relevant POP-POP trunks)

APPLICABLE COMPONENTS	GOAL	LATENCY / REMEDY ^{1,2}	LATENCY / REMEDY	LATENCY / REMEDY
Intra U.S.	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
Intra U.S. - Off Net	95 ms	96 – 105 ms = 10% of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC

PACKET DELIVERY

Packet Delivery will be measured on an ongoing basis every five minutes to determine an average monthly performance level for packets delivered between the relevant Intra U.S. POPs

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	99.50 %	99.01% - 99.49% = 10% of MRC	90.00% - 99.00% = 25% of MRC	less than 90.00% = 50% of MRC

JITTER

Jitter measures the Intra U.S. interpacket delay variance and packet loss in the Cytranet / Underlying Carrier IP Network, and is measured on an ongoing basis every five minutes by generating synthetic user datagram protocol (UDP) traffic.

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	2 ms	2.1 – 3 ms = 10% of MRC	3.1 – 4 ms = 25% of MRC	Greater than 4 ms = 50% of MRC

¹ The term “ms means milliseconds.

² All MRCs in the SLA tables refer to the MRC of the Affected Service

DISTRIBUTED DENIAL OF SERVICE

A "Distributed Denial of Service" attack ("D/DoS") is characterized by an explicit attempt by attackers to prevent legitimate users of a service from using that service. Examples include attempts to (a) "flood" a network, thereby preventing legitimate network traffic; (b) disrupt connections between two machines, thereby preventing access to a service; and (c) disrupt service to a specific system or person. Not all service outages, even those that result from malicious activity, are necessarily D/DoS. Other types of attack may include a D/DoS as a mere component and may not be included in this SLA.

APPLICABLE COMPONENTS	GOAL	REMEDY
Intra U.S.	15 minutes from moment described in next column	Cytranet / Underlying Carrier's failure to implement a null route on an affected destination IP address within the Goal after Cytranet / Underlying Carrier concludes that a D/DoS is occurring, and has received permission and all necessary information from Customer to implement a null route, will qualify Customer for 1 days charges pro-rated from the applicable MRC of the Affected Port, at a maximum of one such credit per day.

INSTALLATION GOAL. For Service in the Intra U.S., Cytranet / Underlying Carrier's goal is to install related Local Access ordered under a different Cytranet / Underlying Carrier Exhibit by Customer within the following timeframes: DS-1 = 30 calendar days, DS-3 = 45 calendar days, OCn = 75 calendar days.

REMEDIES

General. Service Credit requests must be made within fifteen (15) calendar days from the date the outage occurs or date where goals for latency, packet delivery, or jitter are not met, to Cytranet at: Billing Department, accounting@cytranet.com, and must be accompanied by a Cytranet trouble ticket issued by the Cytranet Network Operations Center (NOC). A Service Credit shall be applied only to the month in which the event giving rise to the Service Credit occurred. The maximum Service Credits issued in any one calendar month shall not exceed: (a) seven days' charges pro-rated from the MRC of the Affected Service with respect to Network Port Availability, and D/DoS, collectively; or (b) fifty percent (50%) of the MRCs of the Affected Service with respect to the other SLAs. Notwithstanding anything in this Exhibit I to the contrary, under no circumstances shall the total Service Credit, in the aggregate for all Service Credits issued in one month, exceed the equivalent of fifty percent (50%) of the MRCs for the Affected Service.

Exceptions. Service Credits shall not be issued where the Service is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents, or End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Cytranet / Underlying Carrier; (c) Force Majeure Events; (d) scheduled service maintenance, alteration, or implementation; or (e) the unavailability of required Customer personnel, including as a result of failure to provide Cytranet / Underlying Carrier with accurate and current contact information.

MAINTENANCE

Normal Maintenance. Cytranet / Underlying Carrier will endeavor to perform Normal Maintenance (or nonemergency maintenance) on the Cytranet / Underlying Carrier IP Network during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (a) upgrades of hardware or software; (b) upgrades to increase capacity; or (c) other pre-scheduled network activity that may degrade the quality of the Service or cause Service interruptions. Cytranet / Underlying Carrier will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. For purposes of this SLA, "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Cytranet / Underlying Carrier may change the maintenance window times upon posting to Cytranet / Underlying Carrier's website or other notice to Customer.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct Cytranet / Underlying Carrier IP Network conditions, requiring immediate attention. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Cytranet / Underlying Carrier may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Cytranet / Underlying Carrier shall provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

MTTR

MTTR. Cytranet / Underlying Carrier's mean time to repair objectives are (i) 4 hours for SONET equipment; (ii) 12 hours for fiber optic cable (per Bellcore Standard). Cytranet / Underlying Carrier's cable cut rate objective is 4.39 cable cuts /year/1,000 sheath miles (per Bellcore Standard).



bandwidth

verizon



Tier-1 Carrier Interconnections





HOSTED VOICE FEATURE LIST

- | | |
|--|--|
| <ul style="list-style-type: none">✓ "0" Out Queue Option - Enables callers to exit a queue by pressing "0", and be redirected to an operator, voicemail box or other specified phone number.✓ Additional Voice Mailboxes - This independent voicemail package with a dedicated phone number can be used by one or many employees to check and receive voicemail messages in the office or on the road. The same mailbox also supports Fax messages for no additional charge.✓ Advanced Call Forwarding - Define your own call forwarding rules. You can forward all of your calls to another destination, or just forward calls when your line's busy, or when you don't answer. Or, you can define criteria for certain incoming calls to be redirected to specified destinations.✓ Alternate Numbers - Use any number of alternate phone numbers in addition to your main phone number. Assign one of four distinctive ring patterns for each alternate number.✓ Anonymous Call Rejection - Reject calls from anonymous parties. The user's phone does not ring and there is no indication of the attempted call. Callers are notified that the called party is not accepting calls from restricted callers.✓ Anywhere Calling - Get one-number calling from any device. Your calls appear to originate from your VoIP number and all of your calls are routed through your Hosted Voice service. Make a call from any phone and it will route through your phone system, using your company's caller ID.✓ Audio Conferencing - Host audio conferences using a dedicated phone number for on-demand audio conferencing 24 hours a day, 7 days a week. No meeting IDs or PIN numbers, just instant conference calling by dialing a dedicated phone number. | <ul style="list-style-type: none">✓ Auto Attendant/Enhanced Auto Attendant - Automated receptionist that provides a personalized message to callers with options for connecting to the operator, dialing by name or extensions, or connecting up to six configurable extensions. Additionally, Auto Attendant may be configured to provide separate business and after-hours greetings. Enhanced Auto Attendant provides all the features of Auto Attendant, and the ability to transfer to submenus.✓ Busy Lamp Field - Plays the role of an attendant console on the phone of a user monitoring several lines on their phone. Typical application is for a receptionist that can see who is on the phone.✓ Call Analytics - Maximize your efficiency by viewing your macro and micro phone-traffic patterns. These include data such as "mean/min/max" reports and time-of-day reports for all extensions and numbers, geography-based heat maps, and downloadable CDRs. Filters can be applied that sort data by call count, time of day, call duration, caller geography, call routing information, and more.✓ Call Center - A complete, feature-rich Call Center Solution that offers automated, intelligent call distribution. It's ideal wherever you need to manage heavy call volume including sales, customer support, and IT support.✓ Call History - Call history can be accessed directly on the desktop handset or via the Reports tab in the web interface. Each handset include a call history of calls made, received, and missed. The portal contains call logs indicating what calls were made, how long they lasted, and which extensions were used. Users can also view outbound vs. inbound reports, toll-free and long distance usage, and location of incoming calls based on country and state. Additionally, users can search by extension, phone number, specific calls, |
|--|--|

specific agents, etc. Call reports are customizable and include graphs and visual guides to make information readable at a glance.

- ✓ **Call Hold** - Place a caller on hold while you transfer them or you take some time to look up an answer to a question. Callers listen to your specified hold music until you engage them again by picking up the receiver.
- ✓ **Call Logs & Call Detail Records** - Displays records of the user's most recent incoming, missed, and outgoing calls and allows the user to click-to-dial any number on the logs.
- ✓ **Call Monitoring** - Monitor a current call on any extension or line without call interruption or intervention.
- ✓ **Call Park** - Hold a call and retrieve it from another phone within a group.
- ✓ **Call Pick Up** - Enables a defined user to answer any ringing line within their pick-up group.
- ✓ **Call Recording** - Record all inbound and outbound calls for one or more employees. The call recording feature improves call center management, customer service and training, while also helping businesses meet compliance regulations and reduce potential liabilities.
*Extra fee required
- ✓ **Call Return** - Call the last party that called you.
- ✓ **Call Transfer** - Transfer a call to a specific destination. The transfer can be blind, with third-party consultation or with three-way consultation. This allows you to get your customer where they need to go without forcing them back to a main menu. You can also transfer outside of your company or to any external number.
- ✓ **Call Waiting** - Answer a call while already engaged in another call.
- ✓ **Calling Line ID/Blocking** - Outgoing number and name can be revealed or blocked by the user.
- ✓ **Consultation Hold** - Put a caller on hold, call a third party, hang up, and resume the conversation with the caller.
- ✓ **Custom Hold Music** - Upload any WAV or MP3 file to become hold music.

- ✓ **Direct Inward Dialing** - Allows users to receive calls straight to their phone from local, national, or international numbers.
- ✓ **Directed Call Pick-up with Barge-In** - Answer (with permission) or barge-in on a call directed to another phone in the user's group. Useful for call centers.
- ✓ **Do Not Disturb** - Set status to unavailable; all incoming calls are treated as if the user is busy.
- ✓ **E911 service** - Local emergency operator assistance.
- ✓ **Extension Dialing** - Call co-workers within the company, regardless of location, using only a 2- to 6-digit extension.
- ✓ **Fax Messaging** - Incoming Fax messages use the employee number and are filed alongside voicemail. Fax messages are sent by email.
- ✓ **Find Me/Follow Me** - A combination of Simultaneous and Sequential Ring, it allows users to define how incoming calls are routed or forwarded to individuals or groups of inbound callers, ensuring that you receive important calls whether you're at your desk, on the road, or anywhere else.
- ✓ **Forwarding/Virtual Numbers** - Use as a basic dedicated forwarding service or as a market expansion line so that your business can enjoy a local appearance anywhere in the country.
- ✓ **Growth Reserved Numbers** - Prepare for growth by setting aside local numbers for new employees or hunt groups.
- ✓ **Hunt Groups** - Automatically distribute incoming calls to two or more extensions. Extensions may be dialed simultaneously or sequentially, and include options for simultaneous ringing and weighted distribution.
- ✓ **Individual Call Logs** - View thorough data including dates, times, duration, users, extensions dialed, and the final action of both incoming and outgoing calls from every extension.
- ✓ **Instant Group Call** - Instantly set up a conference bridge for up to 20 telephone numbers. Especially useful for an emergency or for recurring team meetings.
- ✓ **Intercom** - You can reach any colleague in any office and announce calls, visitors, and deliver quick live voice messages from your desk

phone. When intercom is enabled, the line will allow incoming intercom messages from other lines on your PBX. The intercom feature will trigger the receiving phone to automatically answer and put your voice on speakerphone unless the receiving phone is set to "Do Not Disturb."

- ✓ **Line Status Monitoring** - Enables a user—for example, a receptionist—to monitor a set of users within a business group by graphically displaying each user's status (busy, idle, do not disturb) and detailed call information. Part of Receptionist Seat.
- ✓ **Management Portal** - Administrators have control of all users across all office locations. No need to tie up your IT department or keep telephony specialists on staff. Administrators can chat with support; manage support tickets; port phone numbers from your previous provider; order new services and phones; access calling records; and pay your bill.
- ✓ **Message Call Back** - Respond to voice messages and faxes by calling the caller/sender directly from the system, removing the inconvenience of searching for and dialing numbers.
- ✓ **Message Waiting Indicator** - A stutter tone and a visual indicator signal the receipt of a new voicemail message or fax. Appears as a light on your phone indicating that you have a new voicemail message. You can continue to use these indicators, or opt to bypass them and only manage voicemail through your email inbox. It's up to you.
- ✓ **Missed Call Indicator** - Alerts you with a blinking green light whenever you miss an incoming call. This feature is independent of the voicemail-to-email feature.
- ✓ **Paging** - Allows users to quickly reach another colleague by communicating over the two-way speakerphone without waiting for a ring. Paging is particularly useful for brief, urgent messaging or for broadcasting announcements to several colleagues (or a department) at once.
- ✓ **Robocall Blocker** - Stop automated and illegal calls.
- ✓ **Secure Voice** - Customer has the option to deploy voice devices with SRTP and SIP to provide encryption for voice traffic.
- ✓ **Selective Call Acceptance** - Accept only calls that meet user configurable criteria based on

time of day, calling number, etc.

- ✓ **Selective Call Rejection** - Block calls that meet user configurable criteria based on time of day, calling number, etc.
- ✓ **Sequential Ring** - Avoid missed calls by having many phone numbers ring in a specified sequence when incoming calls meet specific criteria.
- ✓ **Shared Call Appearance** - Allows users to configure a second device for making and receiving calls with their account when they are away from their desks.
- ✓ **Simultaneous Ring** - Handle incoming calls more efficiently. Incoming calls ring up to ten phone numbers or extensions at the same time.
- ✓ **Teleworker Solution** - Enables a remote location to use an IP phone without the aid of a dedicated voice gateway.
- ✓ **Toll-Free Numbers** - Make it even easier for customers to contact you. Set incoming calls to ring to your auto-attendant, hunt group, call center, or any other extension you feel would benefit your business and your customers.
- ✓ **Vanity Telephone Numbers** - Gain mindshare with your customers with an easy to remember number like 1-800-FLOWERS.
- ✓ **Visual Voicemail** - View, play and read your voicemail and fax messages directly in your inbox. Combines Voicemail to Email which allows you to receive voicemails and faxes as email attachments and Voicemail Transcription which sends your voicemails transcribed as emails to your inbox. Faxes are included as PDF attachments.
- ✓ **Voice Messaging** - Customize personal greetings. Users can listen to, forward, delete, and save each received voice message. During playback, users can fast forward, skip, rewind, or pause messages.
- ✓ **Whisper** - One of three call monitoring modes available (see Call Monitoring, Spy Mode or Barge Mode). In this mode, a supervisor listening in on a call between a customer and an agent can speak to the agent live on the call without the customer being able to hear. This is helpful for training situations with new agents. Admins can set up permissions to decide who can monitor, giving department heads local permissions.

Service Timeline

Know what to expect before installation. You'll be kept aware of every step of the process. If there are any bumps in the road, your account manager and our service delivery team will work to make sure that the project stays on schedule. Feel free to reach out to your account manager with any questions, or if timeline dates need changing.

Doug Roberts
President, Cytranet



We have your order in hand, and it is now time to fire up your project. During this stage, your account manager will introduce you to your service delivery project manager, who will track all phases of your project and will provide updates along the way.

Our site coordinator has met you on site and determined what will be required to deliver your connection. The site coordinator will be your point of contact should you have questions/concerns about the proposed design.

In addition to various permits that may be required to connect you to our network, we have assembled this document for your review and approval.

Our fiber deployment teams are now activated, and we will be coordinating the fiber installation on premise(s) and in the public right-of-way. For voice orders, we will submit port requests to other carriers.

Our technical teams will be connecting fiber optic cables and installing equipment at the premise(s). This effort will be closely coordinated to minimize impact to your daily operations.

We will now be testing your connection and fulfilling the order. Your service delivery project manager will close out the order and ensure that you are 100% satisfied.

CUSTOMER INFORMATION

SAMPLE

TELCO REQUIREMENTS				
REQ.	EXIST	CUST	UF	N/A
CONDUIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BACKBOARD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RACK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEDICATED POWER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROUND	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

POINT OF CONTACT

SAMPLE



Fiber Build Process Flow

- **Order Processing-** All project specifications are entered in our project data base. Each department assign role and responsibilities, project tracking begins at the department level.
- **Service Delivery Initial Assessment and Assignment-** Project Manager is assigned. General scope of work is reviewed with department heads.
- **Engineering-** During the Engineering stage, Engineers will determine the best (in terms of distance, economics, and strategic goals) route from the closest point of fiber backbone to the site. It will also determine if aerial, underground or a combination thereof is best. After the path has been chosen and all requirements determined, a rough sketch will go to our Computer Aided Drafting (CAD) department.
 - **Inside Plant (ISP) Site Walk** - Private property is surveyed by a Site Acquisition Coordinator. ISP's Site Walk will require access on the private property and building. Cytranet will coordinate with the Access Contact to schedule the Site Walk.
 - **Outside Plant (OSP) Right of Way Survey** - An OSP Engineer will walk the route to determine the most appropriate path from the meet point in the right of way to our existing network. Once the route is engineered, plans are sent to CAD for drafting of final plans before being submitted to the required Permitting Agencies.
- **Computer Aided Drafting (CAD)-** During this stage, plans and drawings are designed for our Construction Managers, crews and for permitting/Green Light Package submittal.
- **Permitting Stage (OSP Only)-** Request(s) for approval are sent to the appropriate permitting agencies for construction in the right of way. The timeframe it takes depends on each individual entity. Some entities are also required to do "make ready work" to prepare for Cytranet - which adds additional time to the permitting process. Third parties are involved and have their own schedule for completing prep work. Once all prep work, if required, has completed, and/or all permits are approved and received by Cytranet, the order will then move to the Construction stage and will be placed on the construction schedule.
 - Standard interval: Depends on the permitting agencies involved. Typically, between 45-120 days. The Service Delivery Project Manager will be able to provide a more specific timeframe once the specific permitting agencies are determined.
- **Green Light Package (GLP/ISP Only)-** The contents of this package represent the fiber installation proposal for the customer premise. The GLP must be returned with the property owner/manager's signature before Cytranet can begin any construction work.
 - Standard interval: ISP will send the GLP to the Order Contact as soon as the order moves out of CAD. This interval is dependent on Cytranet receiving a signed GLP from the property owner/manager.
- **Ready to Construct stage (RTC)-** When the GLP and all permits have been approved and received, the project moves to an RTC stage where it will be added to the construction schedule.
- **Physical Construction-** After the project has been placed on the construction schedule, locates are called in and all utilities marked by the appropriate entities (48 hours is the minimum wait time). This is for the purposes of Cytranet knowing where other utilities (water, gas, sewer, etc.) are to be sure they are not damaged during boring or trenching. Once locates are complete, Cytranet will start construction and will then perform all the necessary boring, trenching, conduit installation, and/or hanging of fiber along the pole line, hand holes/man holes set, fiber pull through conduit to hand hole/man hole and restoration of property to previous condition or better (if boring or trench work was needed).



- **Ready to Splice (RTS) stage-** Once all construction is complete, the splicing group within ISP will place the project on their splicing schedule. After fibers have been spliced into the Cytranet network, the project will be passed off to our Network Engineering team.
- **Pending Network Engineering-** During this stage, our Network Engineering department will perform circuit writing and testing. Once this is complete, your Service Delivery Project Manager will send an FOC email notification stating the anticipated date for install and circuit activation. The order will then move to our Operations and Circuit Management departments for equipment install and onsite testing.
 - Typically, FOC is set for 7 business days from the “Engineering Complete” date.
- **Pending Operations-** An install tech will complete the final equipment install and circuit testing at the customer premise. Your Service Delivery Project Manager will then send you a Circuit Completion email notification stating that the circuit is ready for use.



SERVICE LEVEL AGREEMENTS

IP

This SIP Service Level Agreement (“SLA”) is incorporated into the Quote executed by Cytranet and Customer for SIP Services and sets forth the specific terms and conditions under which Cytranet shall supply the SIP Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

Terminology

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Circuit refers to a path or physical link between two points over which data is passed.
- Customer Network refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.
- Customer Premise/Service Address refers to the physical address (as stated in the Purchase Agreement) where the Cytranet has been requested to provide services.
- Customer Premise Equipment refers to Equipment that Cytranet has deployed at Customer Premise to enable a service.

Service Description

General

Cytranet will provide SIP service in conjunction with ported or new DID service as well as Toll Free Service. Each SIP Trunk equals one call path. Local Calling areas for SIP service will follow the out pulsed DID number and match the LEC local calling area. Service will be delivered in the form of a dedicated Cytranet Connectivity circuit(s) engineered by Cytranet, which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer over a Connectivity circuit utilizing a Cytranet Managed Router.

The following features are included in the SIP Service:

- **Monitoring** – Cytranet performs monitoring of Service availability as a whole. If service is unavailable, Cytranet support personnel are notified immediately and will begin efforts to restore service.
- **Direct Inward Dial or DID** – An individual Direct Inward Dial phone number may be provided by Cytranet. Cytranet may either provide a new DID, or if the customer has existing local phone numbers, Cytranet will port those numbers onto the Voice platform. Cytranet cannot guarantee ability to port existing numbers. Cytranet does not allow a customer to out pulse a non-Cytranet assigned DID.

- **Directory Listing** – Cytranet will procure a listing in local phone company directories. Directory Listing may not be available for all DIDs. Customer must purchase Directory Listing through Cytranet on ported numbers; failure to do so will result in customer directory listing being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.
- **Calling Service (Inbound/Outbound)** – Cytranet will provide access to calling plans as contracted by Customer.
 - Local – Service includes local calling area calls. NOTE: Cytranet is not authorized by the FCC to use this service as a toll by pass mechanism.
 - Domestic Outbound Long Distance – Rate stated on the Service Quote Agreement; billed in 6-second increments; no rounding on a per-call basis.
 - Domestic 800 Service – Domestic 800 services will be billed monthly at usage rates described in the Services Quote Agreement.
 - International Long Distance – International Long Distance is available based on current rate tables.
 - Directory Assistance – Directory assistance is available based on current rate tables.
 - Operator Assistance – Operator assisted calls are available based on current rate tables.
- **911 Service** – 911 Service is delivered to a Customer location via VOIP 911 Service. Customer acknowledges that it is the irresponsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service.

Cytranet will not be responsible if 911 Service is unavailable due to the Cytranet provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 Service after Service installation and periodically throughout the duration of Service and to notify Cytranet if any issues are noted with 911 Service.

Customer agrees to cooperatively test 911Service and share the results of such testing at the request of Cytranet.

If Cytranet requests testing of 911 Service and does not receive confirmation within one (1) business week that such testing has been performed, then Cytranet reserves the right to dispatch a technician to perform testing of 911 Services and Customer agrees to be liable for the cost of such testing.

Cytranet reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not qualify for SLA credit nor relieve Customer of contractual obligations of Service.

Cytranet will register all phone numbers at the street address provided based on the Service address for each phone number.

Customer agrees not to hold Cytranet liable for the result of incorrect 911 geographic location information, including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911Service.

Cytranet reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 Service.

Cytranet will provide either basic 911 or E911 Service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA).

With E911 Service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911.

With basic 911, the local emergency operator answering the call will not have the call back number or location. Cytranet will not provide this service to areas where basic 911 or E911 Services are not available.

Additionally, Cytranet will not be held responsible for any inability for E911 Service operators to properly locate Customer due to changes to the calling line ID phone number in the Cytranet Voice Management Portal.

Cytranet will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the Cytranet voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system.

As additional local emergency centers become capable of receiving enhanced information, Cytranet will automatically upgrade Customer with basic 911 to E911 Service. Cytranet will not provide notice of the upgrade.

Cytranet 911 and E911 Services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 Service, the failure of Geo-coding or address validation, will not allow Cytranet to process the error records in real time and Cytranet will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems.

The service is predicated on using primary wire line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that Cytranet is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire-line Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. Customer acknowledges that it is possible that the emergency

call may not be able to be delivered to the PSAP due to network and systems issues outside of Cytranets' control.

Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that Cytranet has no further ability to assist the caller and Customer agrees to indemnify and hold harmless Cytranet from all third party claims arising from such circumstances.

- **Calling Line ID Delivery** – Calling Line ID Delivery, also known as “Caller ID” is a telephone service that transmits a caller’s telephone number to the called party’s telephone equipment during the ringing signal before the call is answered. Where available, the caller ID can also provide a name associated with the calling telephone number.

Levels and Offerings

SIP is offered at a single level of service, however, Customers can opt for the different Service Options listed below.

Availability Dependencies

The availability of Service is dependent on the existence of a suitable network transport from Cytranet to User(s). Cytranet also reserves the right to limit Service availability in the event that necessary Service Components are either unavailable or unattainable at a reasonable cost to Cytranet.

The availability of the Service is also dependent upon the following:

- It is the Customer’s responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, work stations, servers and operating systems.
- The availability of this service is dependent on available space, power, hardware and available network connectivity within a given data center.
- Cytranet Connectivity is required for the SIP Service.
- Director-level approval is required for SIP termination to non-Cytranet supported existing phone systems.

Limitations

Customer agrees that Cytranet is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the Cytranet Data Centers. Customer also agrees that Cytranet is not responsible or liable for any content sent using, or received from, the SIP Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third party intellectual property right.

- SIP Trunking local calling supports up to 2100 minutes of local usage per trunk, per calendar month. In the event that Customer traffic exceeds this limit in a given calendar month, Customer will incur a one (1) cent per minute charge for any overages.
- Fax Service is compatible with most G3 V.17 (14400baud) and V.29 (9600baud) fax machines. Service may not work reliably with Super G3V.34 fax modems. Cytranet will make reasonable efforts to ensure service works reliably with Customer’s existing fax machine. Customer agrees to set their fax machine to

a slower speed, if Cytranet feels necessary. Cytranet is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either Cytranet or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. Cytranet will not be financially liable for inability to provide reliable faxing over this product. If Cytranet is unable to provide reliable fax service over this product, Cytranet agrees to release Customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

- Toll Fraud – Cytranet does not monitor for toll fraud. All calls terminated across the Voice network will be billed at standard rates.

Cytranet will not be responsible for additional/excessive charges or overages incurred by the customer due to toll fraud, employee abuse, or improper business practices related to use of telephone services we provide, including but not limited to:

- Any customer owned equipment not managed by Cytranet that the customer has directed us to be included in their call setup/teardown paths.
- Any customer owned platform or operating system vulnerabilities or improper configuration that could allow toll fraud or improper use.
- Any misconfigured or accidental call forwarding conditions placed on customer owned equipment resulting in overages or excessive charges.
- Invalid or Unassigned Calling Numbers – In the scope of calls sent to Cytranet SBCs by customer equipment, a valid assigned customer calling number is a number that has been ported and/or activated to Cytranet SIP trunking service, assigned to the customer by Cytranet, and defined for the customer in the Cytranet SBCs. When customer equipment routes an outbound call to Cytranet SBCs, the calling number identifier headers in the SIP message should contain an assigned number in the globalized E.164 format. If Cytranet receives a call from the customer with an invalid or unassigned calling number in the SIP URI fields (From, Contact, Diversion, P-Asserted-ID, Record-Route, Route, Refer-To, Referred-By), Cytranet will overwrite that number with a pre-determined BTN (Billing Telephone Number) for that customer. It is important to note that forwarded calls will also follow this rule.
- In the case of forwarded calls, we recommend that you set the Call Manager SIP trunk “Calling Party Selection” parameter to “Last Redirect Number (External).”
- Disconnecting Existing Customer Service – It is the Customers responsibility to disconnect any service with the losing/existing service provider. Cytranet is in no way responsible for disconnecting any existing Customer service.
- Cytranet does not currently provide multiple directory listings per account.

Service Options

The following options may be added to the SIP Services. Description of Service options in no way entitles Customer to the feature, unless specified by Cytranet and Customer in the signed Quote or signed evaluation of a Service Change request. A Separate Service Agreement or Statement of Work may apply to such options and

may have additional costs associated with them. Options below may not be compatible with all variants of SIP Service.

Configuration, Staging and Shipment

Cytranet offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration includes configuration of Equipment to support Cytranet Service. Customers must open a ticket through Cytranet Customer Care to obtain configuration, staging and/or shipping of Customer equipment.

Cytranet reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Shipping of equipment includes standard ground shipping. Cytranet reserves the right to bill Customer if any alternative shipping method is requested by Customer.

Equipment Management

Cytranet offers management of Customer Equipment used to terminate Service.

A Managed Voice Gateway is a physical device that is configured and managed by Cytranet Managed and Cloud services, provides a demarcation point for voice calls between the customer's SIP capable telephone system and the Cytranet Global SIP Session Border Controllers, and handles any non-standard, non-globalized E164 number addressing schemes and translations. The gateway provides a private interface route-able to/from the customer private network, and a public interface route-able to the Cytranet Global Session Border Controllers.

Local Dialing with Intra-/Inter-State Long Distance Rate

Long Distance Bundles may be purchased in additional minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second increments, no rounding on a per call basis. This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following:

- Local
- Extended Area Service
- Intrastate-US/US
- Inter-Canada
- International

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

Service Delivery Requirements

General

It is Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.

Cytranet's ability to provide services is dependent upon Customer-provided information. Service delivery may be delayed if all information is not provided based on timelines set by the Project Manager.

Installation

Upon receipt of the signed Quote, Cytranet will setup the SIP Service as follows:

- A Project Manager will be assigned to every SIP installation. The Project Manager will contact the client once the order is received.
- If numbers are porting, a full list of telephone/DID numbers will be required by the Customer along with service addresses. A corresponding phone bill that associates to all provided porting numbers is also required.
- A Letter of Agency (LOA) will be provided to the Customer, which will allow Cytranet to port/move existing service. A separate LOA will be provided for Toll Free Service versus DID service.
- The Provisioning Department will submit the signed LOA along with a port request to our Carrier requesting a Firm Order Commitment (FOC) from the losing service provider.

Note about Porting Times: Cytranet will request porting dates and times from the losing service provider between 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. We highly recommend not porting on a Friday because staffing levels for the carrier will be much less available after hours and on weekends.

- If new DIDs or Toll free numbers have been ordered, the Provisioning Department will request the numbers from our carrier. Once the assigned Numbers are received, the Provisioning Department will send a list of new numbers to the Client.
- The Project Manager will contact the client to schedule the port time once the provisioning Department has obtained an FOC date from our Carrier. Port orders are scheduled between 8:00AM–3:00 PM CST Monday –Friday on the FOC date.
- The Project Manager will coordinate with all parties involved by sending out a confirmation to the Customer, Voice Engineers, Provisioning Department and Field Engineer (if one is assigned to Customer). A conference call will be scheduled for all involved parties during the port when deemed necessary.
- On the scheduled port date the Voice Engineer, Provisioning Department, and Field Engineer will configure the SIP Trunks, add new DIDs and Toll Free numbers if applicable, and activate the port with our carrier and test numbers.

- Once all associated telephone numbers have been added/ported and tested, the Voice Engineer will submit the implementation as completed.
- For new Customers, once the port is complete, the Project Manager will send a welcome email to the Customer detailing the completion of services provided by Cytranet along with instructions on how to contact Client Care.
- Cytranet reserves the right to bill customer at current market rates for any cabling required to support service. Cytranet reserves the right to use outside cabling contractors to perform cabling work.
- Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment in to Customer's internal network. Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application in to the Customer Network. Additional managed services are available to cover customer equipment.

If additional configuration work is required due to limitations of the Customer network, Cytranet reserves the right to bill Customer at currently hourly rates for additional configuration time.

Cytranet is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair, or integration of customer equipment, software, or network application in to the Customer's internal network.