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Request for Proposal for Internet Service Provider Services

EL CAMINO REAL CHARTER HIGH SCHOOL

RFP No: 794-22A.5a

RFP Posting Date: January 5, 2022
Questions Due By: January 19, 2022, at 3:00 PM PST
Proposals Due By: February 2, 2022, at 1:00 PM PST

AT&T General Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp, on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the attached Unified Agreement (the "Unified Agreement"), corresponding Pricing Schedule(s), the E-Rate Rider and any associated transaction-specific documents to be entered into between El Camino Real Charter High School (the "District" or "Customer") and AT&T (collectively the "Proposed Contract Documents"), copies of which are attached to this Response.

Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

The Terms and Conditions which are contained within this RFP, do not contain the product- and service related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

While submission of this proposal does not obligate either party to enter a contract of any kind, upon being selected as your vendor under this RFP, AT&T will work cooperatively to negotiate provisions required for compliance with the RFP as responded to by AT&T. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract. Additionally, any purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. The Customer as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

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



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ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and El Camino Real Charter High School will need to reach mutual agreement on AT&T's participation.

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

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

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

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

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

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

Copyright Notice and Statement of Confidentiality—© 2021 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.

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, El Camino Real Charter High School, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements. *****

AT&T Response:

AT&T understands and will make the contact requested. The foregoing is without limitation to the Proposed Contract Documents, in particular Section 3.1 ("Access Right") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Scope of Work

The Owner currently receives access to the World Wide Web at 5Gbps, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "all-inclusive" or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

Please refer to your RFP Response Package for proposal details include product, pricing and contract information. Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

The Respondent shall provide service to 5440 Valley Circle Blvd., Woodland Hills, CA 91367.

The Owner will accept a CALNET contract and CALNET terms and conditions if offered.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 5Gbps, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

AT&T Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with a 36 month contract term and two optional, mutually agreed upon 12 month extensions, and includes an AT&T owned and managed router.

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

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

Please see our response above regarding eligible and non-eligible services.

Internet Connection

The Respondents cost to provide an Internet Connection (circuit), shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".



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- a. Point-of-Demarcation: El Camino Real Charter High School at 5440 Valley Circle Blvd., Woodland Hills, CA 91367.
3. Demarcation hand-off will be a Fiber Ethernet connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - a. All TCP/IP protocols
 - b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

Additional Services List None.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

AT&T Response:

AT&T understands and will comply. 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 a affordable access to advanced telecommunications services.

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.

AT&T Response:

With respect to purchases made via this proposal being contingent on E-rate funding, AT&T responds as follows: The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff. <http://www.usac.org/sl/applicants/step04/contract-guidance.aspx>. 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.



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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.

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

AT&T Response:

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

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

AT&T Response:

With regard to the commencement of work/initiation of service, AT&T understands and agrees that consistent with the terms of the E-Rate Rider, Customer has discretion concerning the commencement of work/initiation of service; provided, however, that any such postponement in the commencement of work/initiation of service by Customer must be exercised in a reasonable manner based on the relevant facts and shall not extend beyond six months without AT&T's written agreement. Consistent with the foregoing, AT&T will not commence work/initiate service without a certified Form 486 and a "Notice to Proceed" being received from Customer.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2022, and may not extend past June 30, 2023. Per E-Rate rules, applications will be submitted each year of multiyear contracts for funding consideration.

AT&T Response:

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

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

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

AT&T Response:

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

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T's violation of E-Rate rules. Should funding be denied for reasons other than AT&T's violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at : <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Bid Package Requirements

No bill will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.

AT&T Response:

AT&T clarifies that while typically, a contractor license is required to “construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building” (*Howard v. State*, 85 Cal. App. 2d 361, 364, 193 P.2d 11, 13 (1948); Cal. Bus. & Prof. Code § 7026), the California Business and Professions Code establishes an exemption to the contractor license requirement for public utilities at Cal. Bus. & Prof. Code § 7042.5. AT&T Corp. is entitled to rely on that exemption under applicable law because it is a public utility. See also 78 Cal. Op. Att’y Gen. 261 (1995).

All terms and conditions relating to licenses, permits and consents as well as compliance with laws shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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.

3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.

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

4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to **Ashton Galvan** at p1bids@infinitycomm.com or to the following address:

Ashton Galvan
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102 Bakersfield,
CA 93312

Proposals will only be received until **February 2, 2022, at 1:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed.

Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

All inquiries for this RFP will be directed to **Ashton Galvan** at p1bids@infinitycomm.com. The deadline for all questions regarding this RFP will be **January 19, 2022, at 3:00 PM PST**.

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent’s proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following:



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eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

AT&T Response:

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

AT&T is experienced with CTF and works through its Regulatory Department to ensure its contracts are timely filed with the CPUC and includes the eligible CTF products/services. Please note that the final determination of CTF eligibility is made by the CPUC and that it is DISTRICT's responsibility for the outcome of the CPUC's decision on these matters. AT&T will abide by all CTF requirements. Evidence of AT&T's eligibility can be found at the following website: <http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/CTF/Service+Providers.htm>.

AT&T Services eligible for CTF discounts can be found at: <http://www.kn.att.com/CTF/>
AT&T will assist in the preparation of the "Bulk Upload Template" in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template.

AT&T Services eligible for CTF discounts can be found at: <http://www.kn.att.com/CTF/>
AT&T will assist in the preparation of the "Bulk Upload Template" in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template

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. Customer remains responsible for providing a suitable installation site including compliance with AT&T's room-ready requirements. The parties' responsibilities for hazardous materials will be as set forth in the Proposed Contract Documents. AT&T will be responsible for obtaining licenses and permits required for its work at its cost, and the Customer will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.

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 "room ready" or "all-inclusive" does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

2. **Service Agreement** – Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multi-year service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.

AT&T Response:

A sample contract has been provided in your RFP Response Package. Upon award of the bid, an executable contract will be provided.

3. **Respondent Information** – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

AT&T Response:

The AT&T Corporation was incorporated on March 3, 1885, in the state of New York. (135+ years ago.)

As the first truly modern media company, AT&T has been changing the way people live, work and play. AT&T has been in the communications business in excess of 135 years. It started with Alexander Graham Bell's telephone. Since then, our legacy of innovation has expanded into broadband, mobility and media services.

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 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 ensure that all eligible K-12 schools and public libraries have affordable access to advanced telecommunications services.

Information pertaining to AT&T as a business, including investor information and sales can be found in the Company Profile and Investor Relations tabs of www.att.com
<http://www.att.com/gen/investor-relations?pid=5711>

Please see our response regarding SPIN in Item 3 under the **E-Rate Requirements** above.

Bidder Information:

Lynn Simmons
7620 Convoy Ct. rm 102
San Diego, Ca. 9211
Lynn.Simmons@att.com
858-268-5922

4. **General Acknowledgement** – Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

AT&T Response:

AT&T takes exception to the portion of this provision that implies that bidder's mere acknowledgement of the RFP requirements as an acceptance of the terms and conditions in the RFP.

The contract terms contained with or referenced to in the RFP do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

AT&T does not intend for the information provided in this Response to be the final expression between the parties. AT&T's Response is submitted subject to the provisions hereof and the terms and conditions of the Proposed Contract Documents; and AT&T reserves the right to negotiate the terms and conditions of the final contract. The information contained in this Response, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the District to the extent agreed to by both parties.

Pricing set forth in this Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in the RFP. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFP and this Response, and to expedite any purchases made pursuant to this offer.

5. **List of References** – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

AT&T Response:

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

We understand El Camino Real Charter's desire for reference contacts, and we carefully protect the privacy of our customers. AT&T serves many school systems, city and county governments, as well as commercial businesses in California. If AT&T is selected, we will work with you to obtain reference contacts required to meet your needs.

6. **Respondent Qualifications** – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.

AT&T Response:

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. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

7. **Implementation Plan** – Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order or verification in writing from the Customer to proceed. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

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.

AT&T clarifies that AT&T is proposing a contract, which when mutually agreed by the parties, will form the complete and final agreement of the parties, regardless of any potential AT&T status as an incumbent.

Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined non-Responsive, and no further evaluation of the proposal will be considered.

AT&T Response:

A sample contract has been provided in your RFP Response Package. Upon award of the bid, an executable contract will be provided.

Terms and Conditions

Proposal contracts shall be based on a three (3) year term with two (2) one (1) year extensions. The initial three (3) year term shall start July 1, 2022, and end June 30, 2025. The Owner reserves the option to extend this contract for a period of two (2) one (1) year extensions through June 30, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

AT&T Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with a 36 month contract term and two optional 12 month mutually agreed upon extensions and an AT&T owned and managed router.

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

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

Please see our response above regarding eligible and non-eligible services.

Service "Growth Clause"

Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 10Gbps, 15Gbps, and 25Gbps.

See proposal package for specific pricing information.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

AT&T Response:

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



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1. **Price (30%)** – The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible “one-time” costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

AT&T Response:

AT&T’s identification of certain services as “eligible” or “non-eligible” for Universal Service (“E-Rate”) funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T’s reasonable control. AT&T will take guidance from the “Eligible Services List” and the specific sections on product and service eligibility on the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) website: <https://www.usac.org/e-rate/> This site provides a current listing of eligible

products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

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.

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T’s violation of E-Rate rules. Should funding be denied for reasons other than AT&T’s violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.

2. **Experience (25%)** – The Owner will evaluate prospective Respondent’s experience based on, but not limited to, the Respondent’s ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.
3. **Accuracy of Response (20%)** – The Owner will evaluate the prospective Respondent’s proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).
4. **Qualifications (15%)** – The Owner will evaluate the prospective Respondent’s qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondent’s ability to provide CTF discounts.

AT&T Response:

Yes, AT&T does participate in the California Teleconnect Fund.

Evidence of AT&T’s eligibility can be found at the following website: [California Teleconnect Fund](#)

5. **Service Level Agreement (10%)** – The Respondent will include a signed and dated copy of their multiyear Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondent’s agreement(s).

AT&T Response:

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

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide. A copy of the Service Guide is attached to our response package.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to default, termination and remedies shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") and Section 6 ("*Limitations of Liability and Disclaimers*") respectively of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the 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.

Regarding the waiver of any irregularities, AT&T agrees, except to the extent the waiver of any irregularities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.



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GENERAL ACKNOWLEDGEMENT FORM

Project #: 794-22A.5a
Owner: El Camino Real Charter High School

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet

AT&T Response:

Please refer to your RFP Response Package for proposal details including product, pricing and contract information. Please note: Proposed prices do not include applicable taxes, surcharges or fees. Taxes, surcharges and fees are subject to change during the proposed contract term.

2. Service Agreement

AT&T Response:

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

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

3. Respondent Information

Lynn Simmons@att.com
7620 Convoy Ct. rm 102, San Diego, Ca. 9211
858-268-5922

4. General Acknowledgement

5. List of References

AT&T Response:

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

We understand El Camino Real Charter School's desire for reference contacts, and we carefully protect the privacy of our customers. AT&T serves many school systems, city and county governments, as well as commercial businesses in California. If AT&T is selected, we will work with you to obtain reference contacts required to meet your needs

6. Respondent Qualifications

AT&T Response:

The AT&T Corporation was incorporated on March 3, 1885, in the state of New York. (135+ years ago.)

As the first truly modern media company, AT&T has been changing the way people live, work and play. AT&T has been in the communications business in excess of 135 years. It started with Alexander Graham Bell's telephone. Since then, our legacy of innovation has expanded into broadband, mobility and media services.



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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 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 ensure that all eligible K-12 schools and public libraries have 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. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

Information pertaining to AT&T as a business, including investor information and sales can be found in the Company Profile and Investor Relations tabs of www.att.com
<http://www.att.com/gen/investor-relations?pid=5711>

7. Implementation Plan (if applicable)

*** SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S

PROPOSAL RESPONSE ***  Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform , within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s **NA**. Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

AT&T Response:

For clarification, AT&T will install, implement and cutover the system components called for in the agreed specifications and perform the Proposed Contract Documents in accordance with their terms. The components provided will operate in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties.

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. The required documentation will be furnished if AT&T is your vendor of choice

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

AT&T Response:

AT&T can commit to sign documents in the format proposed with this Response promptly upon agreement of AT&T and Customer on any outstanding issues.


For clarification, the products, services and pricing provided herein are offered subject to the terms and conditions of the Proposed Contract Documents, attached hereto and any applicable Statement of Work which may be developed by AT&T and Customer after contract award and not pursuant to the terms and conditions contained in or referenced to within this RFP document.

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



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Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with *El Camino Real Charter School* to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct ***TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF**  * The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

AT&T Response:


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

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T's violation of E-Rate rules. Should funding be denied for reasons other than AT&T's violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

AT&T Response:

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

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER ***and acknowledges their sufficiency*** 

AT&T Response:

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by 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 proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Work which is not shown or described in a proposal Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

AT&T Response:

AT&T will endeavor to meet all delivery 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, manufacturer (to include equipment which may be on "back order") or network delays, or for problems resulting



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from causes beyond the reasonable control of AT&T. AT&T will notify Customer of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties but would not constitute a breach of contract.

NAME OF RESPONDENT: AT&T / Bidder: [Lynn Simmons](#)

ALL PARTNERS OR LEGAL NAME OF CORPORATION: AT&T, Inc.

Bidder Information:

Name: [Lynn Simmons](#)

Address: [7620 Convoy Ct. rm 102, San Diego, Ca. 92111](#)

Email: lynn.simmons@att.com

Phone: [\(858\) 268-5922](tel:(858)268-5922)

A rectangular box containing a handwritten signature in black ink that reads "Mark Gross".

(SIGNATURE IN INK)

Mark Gross/AVP Sales

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER:

[AT&T Response:](#)

[AT&T Corp, SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.](#)



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Appendix A: Special Construction Cost Breakdown

Owner: El Camino Real Charter High School
Project #: 794-22A.5a

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
5440					
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues
 - b. Bridge, waterway, railway, or highway crossings
 - c. Galvanized conduit
 - d. Directional boring through hard rock or under a paved surface
 - e. An excessive number of handholes, marker posts, or other OSP materials
 - f. Expensive pole attachment fees or make ready costs.

END OF RFP