



AT&T Response to Rocklin Unified School District's RFP for Internet

RFP 23-2027

April 25, 2023





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April 25, 2023

Barbara Patterson
Deputy Superintendent
Rocklin Unified School District
Business Services Department, 2615 Sierra Meadows Drive
Rocklin, CA 95677

Dear Ms. Patterson:

Rocklin Unified Schools has a successful history of serving its customers. To continue this success, you need advanced communication services that can support your critical operations and enhance employee efficiency. Therefore, you want a qualified provider that can meet your requirements without sacrificing service and performance.

AT&T understands your objectives and the priorities that are driving change to your network. We've designed an integrated, cost-effective solution to meet Rocklin Unified Schools key requirements.

Our proposed solution offers you

- Comprehensive account team support, customer service, and account management
- Expertise from an experienced account team backed by the resources of one of the world's largest communication companies
- Outstanding network reliability and performance

As you evaluate our response, please note that AT&T can be a single source for all of your communication and networking needs. Whether for voice or data services—or the management of your entire network—AT&T has the resources to meet your requirements.

We look forward to developing our relationship with Rocklin Unified Schools and working together to make this project a success.

Sincerely,

Jamie Ellak
Client Solutions Exec 2 Hybrid ACQ*



Connecting Your World

AT&T Response to Rocklin Unified School District's RFP # 23-2027 for Internet Services

April 25, 2023

Jamie Ellak
AT&T
Client Solutions Exec 2 Hybrid ACQ*
2700 Watt AVE
Sacramento, CA 95821, USA
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Proposal Validity Period—The information and pricing contained in this response (the “Response” or the “Proposal”) is valid for a period of thirty (30) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Response 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.

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AT&T's General Response To Rocklin USD's request for proposal 23-2027 for Internet Service - Whitney High School Circuit. ("AT&T's General Response")

AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the attached proposed AT&T Master Agreement (sometimes referred to as the AT&T Unified Agreement); (b) corresponding Pricing Schedule(s); (c) any related transactional documents (collectively, the "Proposed Contract Documents"); and (d) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response. Rocklin Unified School District may be referred to as the "District" or "Customer" within this Response.

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

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

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

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



- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.
- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.
- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.
- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2023 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.
- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the



products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

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

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



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Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by **AT&T Corp.**

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and is subject to the proposed terms and conditions of AT&T Corp.'s unless otherwise stated herein. Any changes or variations in **AT&T Corp.'s** proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **AT&T's Corp.**, an AT&T company, is the proposer for this opportunity.

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Executive Summary

Rocklin Unified Schools must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you build a network platform to support these objectives:

- Eliminate costs from areas not related to your core competencies
- Reduce your operational risk
- Improve performance
- Increase the productivity and efficiency of your staff
- Enhance the services that you provide
- Improve your operational efficiency
- Consolidate vendors
- Increase efficiency by purchasing bundled services

Solution

We've carefully reviewed your business and technology goals and designed a flexible, cost-effective solution that allows you to streamline your operations. Our solution for Rocklin Unified Schools is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

- AT&T Dedicated Internet is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

Personalized Support

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



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Your Account Team

Name	Title	Phone Number	Email
Jamie Ellak	Client Solutions Executive - EDU	209-499-8309	Je8736@att.com

You'll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.



Connecting Your World

RFP Response:

Rocklin Unified School District

2615 Sierra Meadows Drive · Rocklin, CA 95677

Phone · (916) 624-2428 Fax · (916) 624-7246



Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business & Operations

Tony Limoges, Associate Superintendent, Human Resources
Marty Flowers, Associate Superintendent, Secondary Education
Bill MacDonald, Associate Superintendent, Elementary Education

RFP 23-2027

Internet Service - Whitney High School Circuit

PROPOSAL DUE DATE

RFPs must be submitted by

April 25, 2023

Before 3:00 PM

SUBMIT RESPONSE TO
ROCKLIN UNIFIED SCHOOL DISTRICT
Business Services Department
2615 Sierra Meadows Drive
Rocklin, CA 95677
Phone: (916) 630-2234

Board Members: Tiffany Saathoff · Julie Hupp · Rachelle Price · Derek Counter · Michele Sutherland

Notice to Responders

NOTICE IS HEREBY GIVEN that Rocklin Unified School District, acting by and through its Board of Education, hereinafter referred to as “the District” will receive up to, but no later than **April 25, 2023 at 3:00 p.m.** sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 23-2027
Internet Service - Whitney High School Circuit

AT&T Response:

AT&T has read and understands.

Questions

All questions regarding this RFP are due on or before April 14, 2023 at 4:00 p.m. via email to: rfp@rocklinusd.org with the subject line of “RFP 23-2027 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website April 18, 2023 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <http://www.rocklinusd.org/rfp> for updates or addenda.

AT&T Response:

AT&T has read and understands.

Due Date

RFPs are due at the Technology Services Department for time and date stamping at or before **3:00 p.m., April 25, 2023**. One original proposal, two copies, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 23-2027 to Rocklin Unified School District, Business Services, 2615 Sierra Meadows Drive, Rocklin, CA 95677**. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the **District Office** by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at

the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

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

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

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP.

AT&T Response:

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

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

AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the Customer to deal with a potential partial award by the Customer. AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

Decisions to award contract(s) as a result of this RFP are final and without appeal.

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

The following documentation is required in the RFP Submittal:

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

AT&T Response:

AT&T has read and understands.

Purpose

The Rocklin Unified School District (hereafter “District”) is soliciting proposals from Responders for Telecommunications Service for a multi-year contract for Internet Services at our Whitney High School location - 701 Wildcat Blvd, Rocklin, CA 95765: The District is soliciting qualified contractors to submit an installation and ongoing service bid for Internet Service. All equipment included in this option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

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

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District’s consent or proposer’s recourse to Public Contract Code Sections 5100, et seq.

AT&T Response:

AT&T has read and understands.

Compliance with Laws

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

RFP Schedule

April 6, 2023	RFP Released - Posted
April 14, 2023	Question Deadline
April 18, 2023	Questions Responses Posted
April 25, 2023	RFP Closing - RFP Due 3:00 PM
April 26-28	RFP/Evaluation
May 17, 2023	Board Approval

AT&T Response:

AT&T has read and understands.

About the District

The District is located in Placer County, the City of Rocklin. The District covers 19 square miles and operates eleven elementary schools, two middle schools, two high schools, one alternative school, one Charter school and three other District facilities. The District serves approximately 12,000 K-12 students. More information about the District can be found on the District's website at <http://www.rocklinusd.org/>.

AT&T Response:

AT&T has read and understands.

Scope of Work

The Rocklin Unified School District (hereafter "District") is soliciting proposals from Responders for Internet services for a multi-year contract. The District is soliciting qualified contractors to submit an installation and ongoing service bid for Internet Service.



The Rocklin Unified School District is seeking quotes for **Internet Service at the bandwidth level of 5 Gps up to 20 Gbps, which can be upgraded incrementally as stated below.** Quote should include a transport circuit with all necessary hardware. Each item will need to be quoted on as a separate line item including:

1. Internet Access Costs
2. Installation Costs
3. Hardware Costs
4. Circuit Costs
5. Other Items needed to complete project
6. Detail of cost per speed: 5 Gbps, 10 Gbps, 20 Gbps

Provide Internet Access at the Rocklin Unified School District located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. Transport for this Internet access can be of various types. Fiber-Optic, Point-to-Point, Point-to-Multipoint, Ethernet and other solutions will be considered. **Install circuit at 701 Wildcat Blvd, Rocklin, CA 95765, provision all routing including BGP if needed.** Configure any leased equipment provided as part of the agreement. Turn up circuit, provide connectivity monitoring and troubleshooting. Required to provide **50 dedicated** routable IP addresses.

All expenses must be included in the unit/extended costs. Installation costs should take into account after hours work. The Rocklin Unified School District will make no additional compensation to the selected vendor for these after-hour services.

AT&T Response:

AT&T Dedicated Internet is an internet access service that combines a dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet offers the fastest speeds available (up to 1Tbps), world class Service Level Agreements (SLAs) with 100% uptime guarantees, and outage protection down to the customer edge router with 24/7 monitoring.

AT&T Dedicated Internet gives you these features:

- **Managed Router Option** provides the customer premises equipment (CPE) for the dedicated internet service, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard



telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.

- **Customer-Managed Router Option** lets you provide and manage your own router for the dedicated internet service while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.
- **Reliable Service** starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **Customizable Service** includes maintenance, service, and support options, so you can choose the level of network management you need. And speed options range from 10Mbps to 1Tbps (some speeds may not be available in all areas). As a result, you can customize your service to meet your needs now and in the future.
- **Class of Service (CoS) Option** prioritizes data traffic over your network access link. We offer four classes of service and various service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.
- **AT&T Business Center Portal** provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.
- **Service Level Agreements (SLAs)** offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.
- **Cyber Threat Analysis** provides real time information so you can immediately determine the category, volume, and severity of detected threats. As an additional intelligence layer, these reports also identify sites visited by Acceptable Use Policies (AUP) category so you can better understand policies required to prevent traffic directed to unwanted risky site categories. This feature available in your Business Portal can help you make informed security decisions for your business at no extra charge.
- **Static IP Addresses** help enable website hosting and virtual private networks (VPNs) for remote access to the business network, and some voice over internet protocol (VOIP)



systems require them. AT&T Dedicated Internet provides up to five free static IP addresses. These static IPs can result in a more reliable connection and provide more accurate geolocation information.

Requirements for Internet Services

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

1. All plans proposed should include detailed billing.

AT&T Response:

For AT&T Dedicated Internet, flat rate and usage-based billing methods are available, depending on the access type.

With flat rate billing, you contract for a stated bandwidth and pay a set monthly fee for the term of the contract. The level charge simplifies your budgeting and planning. Flat rate billing isn't available for Ethernet access speeds up to 10GigE. For Nx10GigE and 100GigE, flat rate billing is the only option available.

With usage-based billing, the monthly charge is based on sustained bandwidth usage rather than a set monthly fee. Several usage-based options are available depending on the access type.

- **Burstable Billing Method**—With Burstable Billing, you get a full dedicated access circuit, but only pay for actual sustained bandwidth usage, not the full line rate. You can "burst" up to the full capacity of the pipe when needed. The Burstable Billing option may be appropriate if you need occasional, temporary increases in bandwidth. This option is available with Private Line (T1, T3, OC-3, OC-12, and OC-48). It's not available with ADI NxT1 Access and Ethernet Access.
- **Hi Cap Flex Billing Method**—As with Burstable Billing, Hi Cap Flex Billing provisions you with a fully dedicated access circuit, but you only pay for actual sustained bandwidth usage, not the full line rate. It differs from Burstable Billing in that you select a minimum monthly bandwidth commitment and then pay an additional fee for sustained usage above the minimum commitment. You can "burst" up to the full capacity of the pipe when needed. The Hi Cap Flex Billing option may be appropriate if you need occasional, temporary increases in bandwidth. It's available with Private Line (T3, OC-3, OC-12, and OC-48) and it's the only billing option for Ethernet Access up to



1GigE. For 10GigE, both Flat rate and Hi Cap Flex are available. For Nx10GigE, flat rate billing is the only available option. Hi Cap Flex isn't available with ADI NxT1 Access.

- **Shadow Billing Method**—Shadow Billing is available for the redundant dedicated access connection only if you have either a MARO Backbone Node Redundancy or a MARO Access Router Redundancy configuration (single site and Primary/Back-up configurations only). Shadow Billing isn't available for the primary access connection. Shadow Billing uses a modified Burstable Billing pricing structure, with minimum billing of T1 (1.5Mg). For AT&T-Managed Router/Managed Router Option 2, traffic is routed over a single, primary link. The second, redundant link remains unused, providing a backup in case the primary link fails. If you manage your own router, you're responsible for managing the traffic flow over the primary and redundant links. The Shadow Billing option may be appropriate if you seek a low-cost redundant connection but don't want the redundant connection to carry live traffic unless the primary connection fails. It's available with Redundant Link only with MARO Access Router Redundancy or Backbone Node Redundancy (Primary/Backup Configuration Only). It's also available with Private Line (T1, T3). It's not available with ADI NxT1 Access or Ethernet Access.

The pricing for the usage-based billing options depends on sustained bandwidth usage, which is determined on a monthly basis. The methodology for measuring sustained usage is as follows: The Access Router is polled every five minutes for total octets in and total octets out. The data is divided by 300 (the number of seconds in a five-minute interval). This gives two averages (one in, one out) for the five-minute period. The averages become data points (a total of 17,280 in a 30-day month), which are tracked over the course of your monthly billing cycle. All 17,280 data points are then ranked in ascending order. The top 5% of the data points (864 measurements in a 30-day month) are disregarded and you're billed at the 95% level of usage.

2. Contract must have the option to upgrade bandwidth incrementally as needed during the term of the contract.

AT&T Response:

AT&T has read and understands.

3. Contract must have the option to downgrade bandwidth incrementally as needed during the term of the contract.



AT&T Response:

AT&T will be providing the products and services proposed hereunder pursuant to the terms and conditions set forth in this Response and those contained in the Proposed Contract Documents. AT&T has configured the system with capacity based on the RFP requirements. While we think our recommended configuration will meet the Customer's needs for reasonable growth, we cannot guarantee it will meet unspecified future growth needs or guarantee compliance with unknown future operational requirements. AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Equipment or services which are not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule. If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions, including a mutually agreeable "growth clause".

4. Five-year (60 month) term. Unless otherwise agreed upon, the contract start date will be July 01, 2023.

AT&T Response:

AT&T has read and understands.

5. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Rocklin Unified School District and documented with new price sheet sent to the District Office.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to pricing, payment and invoicing shall be as set forth in the Proposed Contract Documents, in particular Section 4 ("*Pricing and Billing*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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



AT&T Response:

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

7. Manufacturer must warrant all parts and equipment.

AT&T Response:

AT&T will correct any work not completed per contracted specifications; however, AT&T does not provide any AT&T warranties express or implied for this resold equipment but will pass through to **Rocklin USD** the manufacturer-provided warranty. The manufacturer-provided warranty generally begins upon shipment of the equipment. Repairs during the manufacturer warranty will be determined by the terms of the manufacturer's warranty, and post-warranty repair and support would be provided in accordance with the maintenance and support plan purchased by **Rocklin USD**.

Any warranty of workmanship will be in accordance with this Response and subject to the warranty provisions in Proposed Contract Documents, in particular Section 6 (*"Limitations of Liability and Disclaimers"*) of the Unified Agreement and all subsections thereto and related provisions in the AT&T Equipment Resale and Related Services Pricing Schedule and riders attached thereto.

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

AT&T Response:

AT&T has read and understands.

9. Vendor must participate in the California Teleconnect Program.

AT&T Response:

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



AT&T Services eligible for CTF discounts can be found at: <http://www.corp.att.com/erate/cts/>

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

AT&T Response:

AT&T has read and understands.

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

AT&T Response:

AT&T has read and understands.

Responder Service Provider Information

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

AT&T Response:

The provider qualifications that differentiate AT&T Dedicated Internet (ADI) from other vendor solutions include our experience and infrastructure investments.

AT&T is one of the largest internet service providers in the world. We’ve been providing internet services for decades, and we’re constantly innovating to provide more capabilities faster and more reliably. Since 2015, we’ve undertaken the most aggressive fiber deployment program in the U.S. As of third quarter 2022, more than 675,000 U.S. business buildings—connecting more than 3 million business customer locations—were lit with fiber from AT&T. And nationwide, more than 9.5 million business customer locations are on or within 1,000 feet of our fiber.

AT&T family of companies is the largest single Service Provider under the School and Library Program. In 2022 PY, AT&T family of companies were the largest Service Provider of Category 1 services representing 10.7% of all Category 1 services, as measured by e-rate requested dollars.

2. Responder Service Level Agreement (SLA) for your 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 Rocklin Unified Schools notification to proceed with the order without funding approval or verification in writing from the Rocklin Unified Schools 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 Rocklin Unified Schools, 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 Rocklin Unified Schools, Rocklin Unified Schools, and/or any contractor or subcontractor employed by Rocklin Unified Schools, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

AT&T offers several types of Service Level Agreements (SLAs) for AT&T Dedicated Internet (ADI).

Depending on your contract, the SLAs for your service may include

- On-Time Provisioning
- Site Availability/Time to Restore
- Latency
- Data Delivery
- Jitter

See http://serviceguidenew.att.com/sg_flashPlayerPage/MIS for the AT&T Dedicated Internet (ADI) Service Guide, which contains a detailed section on the SLAs.

These SLAs help assure you that we strive to provide reliable, high-performance service.

3. Indicate any and all options available or proposed.



AT&T Response:

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

The following options are available with AT&T Dedicated Internet:

- **Billing Options** let you choose from various plans to ensure cost efficiency, depending on your service type and options. Online bill inquiry is available with all billing options.
- **Security Services Options** include Managed Firewall Service, Reactive DDoS protection, Enterprise Traffic Protector, and others that can help protect your vital information.
- **Network Management Options** let you choose the level of service that best meets your needs. AT&T Dedicated Internet gives you the flexibility to customize management of your network services. We can manage all aspects of your network monitoring and security features that you deploy, or you can manage certain components yourself. By choosing the fully managed service, you can significantly reduce your network management burden, or we'll work with you to determine an appropriate level of assistance.
- **Class of Service (CoS)** prioritizes your data traffic over your network access link. The four classes of service are real time, high-grade data, medium-grade data, and low-grade data. You choose from various service profiles with predetermined bandwidth allocations to ensure that your data traffic flows during congested periods. If any service isn't using its allocated bandwidth, other services can share it. CoS is unavailable with I-ADI, Access Redundancy, or VoIP options. The Class of Service feature is restricted for outside the U.S. on a case-by-case basis with prior approval and with Private Line/direct connection only (no Frame or ATM).
- **Redundancy Options** give you extra diversity for applications requiring robust and resilient network designs.
- **AT&T Internet Backup Service** offers automatic failover to an AT&T wireless connection in the unlikely event that an outage occurs in your internet service. The backup service includes unlimited wireless data usage during the outage and helpdesk support. This option is available only for Dynamic IP service and requires an LTE router that we configure for this capability and ship to you for easy plug-and-play activation. The router has battery backup (with 12- or 24-hour options) in case of electrical outage. So, for a small additional monthly fee, you can enhance your internet reliability and get extra protection from service disruptions due to wireline network failures, power outages, or other events. AT&T Internet Backup Service is billed on a separate invoice.

4. Please show applicable discounts separately, if applicable.



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 Rocklin Unified Schools notification to proceed with the order without funding approval or verification in writing from the Rocklin Unified Schools 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 Rocklin Unified Schools, 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 Rocklin Unified Schools, and/or any contractor or subcontractor employed by Rocklin Unified Schools, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

5. An implementation timeline proposal starting July 1, 2023.

AT&T Response:

For AT&T Dedicated Internet (ADI) in the U.S., AT&T's installation intervals vary depending on your circuit speed.

AT&T has performance objectives for installation interval—the interval between issuing of the customer confirmation document and installation of a covered access arrangement at your site—as follows:

- For T1 access channels, the installation interval is 30 days
- For T3 access channels, the installation interval is 42 days
- For OC3 access channels, the installation interval is 63 days

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

AT&T Response:

AT&T has read and understands.



7. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.

- Job Location
- Contact name and telephone number
- Date of contract
- Project Description
- Equipment/Service Installed

AT&T Response:

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

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

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

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

AT&T Response:

AT&T has read and understands.

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



AT&T Response:

AT&T has read and understands.

3. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.

AT&T Response:

AT&T has read and understands.

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

AT&T Response:

AT&T has read and understands.

5. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

AT&T Response:

AT&T has read and understands.

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district.

AT&T Response:

AT&T has read and understands.



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

AT&T Response:

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

3. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Telecommunication Services and Internet access will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

AT&T Response:

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

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

4. Procurement of Additional Goods and/or Services/Coterminous Expiration During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like



goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services.

Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

AT&T Response:

AT&T has read and understands.

Proposal Format

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

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

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

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums

5. Completed and signed Submittal pages

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

AT&T Response:

AT&T has read and understands.

Selection

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

AT&T Response:

AT&T has read and understands.

Evaluation Panel

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

AT&T Response:

AT&T has read and understands.

Evaluation Criteria

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

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the

proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

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

The successful responder will be chosen based upon best value. The district reserves the right to reject any or all bids.

AT&T Response:

AT&T has read and understands.

Contract

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

AT&T Response:

AT&T has read and understands.

Contract Type

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

AT&T Response:

AT&T has read and understands.

Contract Format

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

AT&T Response:

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

Terms and Conditions

AT&T's Response to this section entitled Terms and Conditions in its entirety:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP Response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document, including, without limitation, the proposed Terms and Conditions below, which AT&T takes exception to in their entirety. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. 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.

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.

Compliance with Laws

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

AT&T Response:

AT&T has read and understands.

Insurance Requirements & Indemnity

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

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

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

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

in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

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

AT&T Response:

AT&T has read and understands.

Fingerprinting

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

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

AT&T Response:

AT&T will comply with all legally required background check requirements and will work with Rocklin USD 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 Rocklin USD's expense.

Attorney Fees



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

AT&T Response:

All terms and conditions relating to breach of contract and remedies, limitation of liability, rights of action, damages, warranties and similar, as well as payment shall be as set forth in the Proposed Contract Documents, in particular Section 6 ("Limitations of Liability and Disclaimers") and Section 4 ("Pricing and Billing"), respectively, of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Governing Law and Venue

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

AT&T Response:

AT&T has read and understands.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

AT&T Response:

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

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual

agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the Customer to deal with a potential partial award by the Customer. AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

Term/Extension

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

AT&T Response:

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

Board Contact

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

AT&T Response:

AT&T has read and understands.

Termination of Contracts/Purchase Orders



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

AT&T Response:

AT&T has read and understands.

Patents, Etc.

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

AT&T Response:

AT&T has read and understands.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

AT&T Response:

AT&T has read and understands.



Contract Exclusive

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

AT&T Response:

AT&T has read and understands.

Proprietary Information

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

AT&T Response:

AT&T has read and understands.

Conflict of Interest

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

AT&T Response:

AT&T is not aware of any conflict of interest that could materially and adversely affect AT&T's ability to perform under a proposed agreement with the Customer. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any the Customer employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, AT&T and its affiliates' employ approximately 240,000 individuals and AT&T cannot practically identify possible connections between all AT&T employees and any employees of the Customer or any component office.

In lieu of the certification proposed above, the undersigned can affirm to the best of the undersigned's knowledge and belief, after a reasonable inquiry, that none of the individuals directly involved in the preparation of this RFP have a familial relationship with any employee



of the Customer; however, the Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

Debarment, Suspension, and Other Responsibility Matters

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

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

AT&T Response:

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, the undersigned AT&T representative is unaware of any disqualification or debarment that would negatively affect AT&T's ability to provide the products and services.



BID PROTEST

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

AT&T Response:

AT&T has read and understands.

Brands

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

AT&T Response:

AT&T has read and understands.

Samples

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

AT&T Response:

AT&T has read and understands.

Delivery

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

AT&T Response:

AT&T has read and understands.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

AT&T Response:

AT&T has read and understands.



State Public Health Order August 11, 2021

As required by District and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to the District shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, the District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to District on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

AT&T Response:

AT&T has read and understands.



Connecting Your World

List of Site for Service

Rocklin Unified School District

School Name	Address	City	ST	ZIP
Whitney High	701 Wildcat Blvd.	Rocklin	CA	95765

Cost Proposal

RFP 23-2027

Responder Company Name: AT&T Corp.

Responder Name: Jamie Ellak

Responder Title: Client Solutions Exec 2 Hybrid ACQ*

Responder SPIN: 143001192

Responder Phone: +1 209-499-8309
ADI 3 year with 2 (1year extensions)- SPIN 143001192

Local Access	Access MRC	Port Speed	Port Speed with AT&T Managed Router	Lan IP 50 Block	Total* MRC	Total Non-reoccurring charges
5 GB	\$1100	10 GB	\$2455.3	\$0	\$3555.3	\$0
10 GB	\$1100	10 GB	\$3327.28	\$0	\$4427.28	\$0
20 GB	\$5000	100 GB	\$6600	\$0	\$11600.00	\$0

Responding to Request For Proposal No. 23-2027 due April 25, 2023 before 3:00 PM



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RFP Form

RFP 23-2027

Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, California 95677

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: AT&T Corp.

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

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

Address: 2700 Watt AVE

Sacramento, CA 95821

Authorized Representative:

Jamie Ellak
Signature

Jamie Ellak
Name (Print or Type)

Client Solutions Exec 2 Hybrid ACQ*
Title

April 25, 2023
Date



Connecting Your World

(209) 499-8309
Phone

() _____
Fax

jamie.ellak@att.com
E-mail address



Connecting Your World

Rocklin Unified School District

2615 Sierra Meadows Drive · Rocklin, CA 95677
Phone · (916) 624-2428 Fax · (916) 624-7246



Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business & Operations

Tony Limoges, Associate Superintendent, Human Resources
Marty Flowers, Associate Superintendent, Secondary Education
Bill MacDonald, Associate Superintendent, Elementary Education

Letter of Agreement - RFP 23-2027

AT&T Response:

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

Pursuant to the terms of Rocklin Unified School District's RFP # 23-2027 for Internet Service, (Name of Company) AT&T Corp's response to RFP #23-2027 dated (mm/dd/yyyy) 4/25/2023, (Name of Company)

AT&T Corp will provide the equipment and services per RFP # 23-2027 effective the date of issuance of Rocklin Unified School District Purchase Order(s).

(Name of Company) and Rocklin Unified School District acknowledge that this agreement is for Internet services, which are contingent on funding by the Rocklin Unified School District and Rocklin Unified School District Board of Education approval.

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

Rocklin Unified School District

AT&T Corp.



Connecting Your World

(Name of Company)

Authorized Representative Signature

Date:

Name: Barbara Patterson

Title: Deputy Superintendent

Address: 2615 Sierra Meadows Dr.

Rocklin, CA 95677

Email: bpatterson@Rocklin.k12.ca.us

Phone: (916) 630-2234

Jamie Ellak
Authorized Representative Signature

April 25, 2023

Date:

Name: Jamie Ellak

Title: Client Solutions Exec 2 Hybrid ACQ*

Address: 2700 Watt AVE

Sacramento, CA 95821

Email: jamie.ellak@att.com

Phone: +1 209-499-830

Fingerprint Certification

AT&T Response:

AT&T will comply with all legally required background check requirements and will work with Rocklin USD 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 Rocklin USD's expense.

RFP 23-2027

Responder Certification

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Rocklin Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

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

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

Executed this _____ day of _____, 20_____, in _____ County, California.

AT&T Corp.

Name of Responder/Consultant (please print)

Jamie Ellak, Client Solutions Exec 2 Hybrid ACQ*

Name/Title of Authorized Representative (printed)





Connecting Your World

(Signature)



Statement of Non-Conflict of Interest

AT&T Response:

AT&T is not aware of any conflict of interest that could materially and adversely affect AT&T's ability to perform under a proposed agreement with the Customer. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any the Customer employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, AT&T and its affiliates' employ approximately 240,000 individuals and AT&T cannot practically identify possible connections between all AT&T employees and any employees of the Customer or any component office.

In lieu of the certification proposed above, the undersigned can affirm to the best of the undersigned's knowledge and belief, after a reasonable inquiry, that none of the individuals directly involved in the preparation of this RFP have a familial relationship with any employee of the Customer; however, the Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

RFP 23-2027

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

Jamie Ellak
Signature

Jamie Ellak
Printed Name

Client Solutions Exec 2 Hybrid ACQ*
Title

AT&T Corp.
Responder

April 25, 2023



Connecting Your World

Date

Insurance Acknowledgement

RFP 23-2027

Notice to Bidders regarding Indemnity and Insurance Requirements Summary of Indemnification and Insurance Requirements:

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

I. Indemnification & Insurance:

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

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



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

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

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

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

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

Jamie Ellak
Signature

Jamie Ellak
Printed Name

Client Solutions Exec 2 Hybrid ACQ*
Title

AT&T Corp.
Responder

April 25, 2023
Date