Rocklin Unified School District

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Roger Stock, Superintendent
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RFP 23-100

Data Transport Service - E-rate YR 2023 (YR26)

AT&T'S GENERAL RESPONSE TO THE RFP

AT&T'S GENERAL RESPONSE TO ROCKLIN UNIFIED SCHOOL DISTRICT RFP 23-100 DATA TRANSPORT SERVICE E-RATE YEAR 2023 ("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 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 technicalities or informalities 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 conditioned upon negotiation of mutually acceptable terms and conditions.
- 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.

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.
Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-Rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the

services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the USAC after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the USAC's decision on these matters.

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

PROPOSAL DUE DATE

RFPs must be submitted by **December 8, 2022**

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

Contents

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

December 8, 2022 at 3:00 p.m. sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 23-100
Data Transport Service E-rate

Questions

All questions regarding this RFP are due on or before November 1, 2022 at 4:00 p.m. via email to: erate26@rocklinusd.org with the subject line of "RFP 23-100 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website November 4, 2022 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website http://www.rocklinusd.org/erate for updates or addenda.

Due Date

RFPs are due at the District Office for time and date stamping at or before 3:00 p.m., December 8, 2022. 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 23-100 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.

AT&T's 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 City to the extent agreed to by both parties. The contract terms within the RFP and the associated attachments and exhibits do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

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. Please note that references to specific sections within the Proposed Contract Documents are provided solely as a courtesy to assist the City in its review; depending on the issue presented, other provisions within the Proposed Contract Documents may be applicable to fully describe the Parties' rights.

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.

The RFP will be posted to the District website under http://www.rocklinusd.org/erate. 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. Decisions to award contract(s) as a result of this RFP are final and without appeal.

AT&T's Response:
Please see AT&T's General Response to the RFP above regarding waiving informalities and irregularities.

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

AT&T's Response:
To the extent the evaluation criteria is consistent with E-Rate rules, AT&T agrees. 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.

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's Response:
To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP response will be subject to change on account of any error or omission in the RFP information provided by the District or upon further investigation(s) as to local conditions and the exact requirements of any future order.

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

Purpose

The Rocklin Unified School District (hereafter "District") is soliciting proposals from Responders for Telecommunications Service for a multi-year contract for Lit Fiber Optic Ethernet Transport Services – E-Rateable Service: The District is soliciting qualified contractors to submit an installation and ongoing service bid for a point-to-point Lit fiber optic Ethernet

Transport Service. All equipment included in the Lit Fiber Optic will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

AT&T's Response:
AT&T is proposing a well-established and industry leading AT&T service that will comply with the service levels, warranties and all other terms and conditions in the Proposed Contract Documents. Customer is not taking title or ownership in any fashion to the equipment that AT&T may place on your premise to provision the proposed service(s). AT&T will provide all such equipment and bring all required equipment to the site at the time of implementation. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it.

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.

AT&T's Response:
AT&T understands that Rocklin Unified School District will not return AT&T's RFP Response.

AT&T agrees that the physical response materials become Rocklin Unified School District's property; however, any intellectual property of AT&T, our manufacturers or other third parties included in AT&T's Response will remain the property of the respective owner and no title shall transfer by disclosure of said intellectual property as part of AT&T's Response.

AT&T clarifies that Rocklin Unified School District may use the Response as needed in connection with this RFP and the analysis of the AT&T Response; provided that AT&T's Response may not be shared with third-party vendors competing for this RFP and that Rocklin Unified School District will protect AT&T's Response as a confidential document under the terms of applicable open records policies and laws during and after award and consistent with the proprietary/confidential language in the proposal Response.

Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

AT&T's Response:
AT&T takes exception to the portion of this provision that implies that bidder's mere execution and submission of a proposal acts as an acceptance of the terms and conditions in the RFP. AT&T submits this RFP response subject to the specific exceptions, qualifications and additional information provided in the Response.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties.

The Terms and Conditions which are contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that 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.

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.

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's Response:
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.

Compliance with Laws

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

AT&T's Response:
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.

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

RFP Schedule

October 19, 2022	RFP Released - Posted
November 8, 2022	Question Deadline
November 10, 2022	Questions Responses Posted
December 8, 2022	RFP Closing - RFP Due
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately March 2023)
Purchase Orders	Contingent on E-RATE Award and District approval

AT&T's Response:
With respect to purchases made via this proposal being contingent on E-rate funding, AT&T responds as follows: The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff.

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

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

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

AGREEMENT (REPLACING THIS AGREEMENT) IS EXECUTED.

A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD**.** AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30^{th} 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.

Additionally, any purchase orders issued for **s**ervices 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.

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/.

Scope of Work

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

AT&T's Response:

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, webhosting, 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 libraries have affordable access to advanced telecommunications services.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the service levels, warranties and all other terms and conditions in the Proposed Contract Documents. Customer is not taking title or ownership in any fashion to the equipment that AT&T may place on your premise to provision the proposed service(s). AT&T will provide all such equipment and bring all required equipment to the site at the time of implementation. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it.

Requirements for Data Transport 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.
2. Host site (2615 Sierra Meadows Drive, Rocklin, CA 95677) connections must be able to:
    - Support the consolidated of remote site services as requested by the District (e.g. 10 remote sites between 1 Gbps up to 10 Gbps with no over subscription).
    - Support IEEE 802.1Q VLAN Tagging which meets District VLAN tagging needs.
3. Cost Proposal will include:
    - Costs for Services by site – See Cost Proposal • Notes:
        i. Existing Service is Astound Broadband Data Transport Services
        ii. Existing Line 1– District Office– has consolidation VLAN's from each of the other listed sites to each host site. The District operates a "hub and spoke" network topology.
4. All sites listed must have the option to upgrade bandwidth incrementally as needed during the term of the contract.

AT&T's 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".

5. All sites listed must have the option to downgrade bandwidth as needed during the term of the contract.

AT&T's Response:

AT&T will work with the Customer toward negotiation of mutually agreeable pricing for changes in quantity.

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.

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

AT&T's Response:

We are proposing AT&T Switched Ethernet on Demand (ASEoD) with multiple bandwidth options. Each bandwidth is offered with the option of a 36 or 60 month term contract. The 36 month term also allows 2 optional 1 year extensions. 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.

Unless otherwise agreed upon, the contract start date will be July 01, 2023.

AT&T's Response:
Please see the attached E-rate rider.

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 2023. AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

7. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. 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's Response:
AT&T takes exception. AT&T is providing a custom solution based on the District's specific scope and facilities. For the discounts quoted, AT&T will provide the equipment/services quoted and will comply with the RFP requirements as responded to by AT&T. AT&T has provided competitive pricing; but because of the size and scope of our business, we cannot guarantee how this pricing and other terms may compare with other pricing and terms. Any pricing or other terms provided to other Customers would not impact this procurement.

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

The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contracts, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding year, whichever first occurs. Once the contracts are signed, the provisions of the contracts will control. AT&T's rates will remain fixed for the duration of the final executed binding contracts.

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

9. Manufacturer must warrant all parts and equipment.

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

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

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.

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

11. Vendor must participate in the California Teleconnect Program.

AT&T's 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

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

AT&T's Response:
None of the product and services proposed in response utilize any equipment or services provide by a company that the FCC has designated as a national security threat to the integrity of the communication network or the communications supply chain. AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-rate program as first outlined in November, 2020 in DA 20-1418, the 2021 Eligible Services List.

All terms and conditions relating to 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.

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

Responder Service Provider Information

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

AT&T's Response:
The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible 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.

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

AT&T's Response:
AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/
Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

3. Indicate any and all options available or proposed.

AT&T's Response:

We are proposing AT&T Switched Ethernet on Demand (ASEoD)) with multiple bandwidth options. Each bandwidth is offered with the option of a 36 or 60 month term contract. The 36 month term also allows 2 optional 1 year extensions. 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.

4. Indicated if pricing reflects individual "port /demark charges, or for the entire pointto-point circuit.

AT&T's Response:
Please refer to your RFP Response Package for proposal details including product, pricing and contract information.

5. Please show applicable discounts separately, if applicable.
6. An implementation timeline proposal starting July 1, 2023.

AT&T's Response:
For clarification, project timeline and installation schedule will be mutually agreed upon following award.

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

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

AT&T's Response:
Products and services will be delivered and accepted before billing will commence.

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

AT&T's Response:
Many AT&T customers are willing to discuss their services and their working relationship with us. However, because most businesses carefully protect their proprietary business and network information, they ask us to limit the types of requests that they receive about these services. Since these customers provide reference information as a courtesy to AT&T, we strictly honor their requests for how these contacts are made.

We understand Rocklin Unified School District'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.

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's Response:

AT&T understands and will comply. AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules, including filing an annual Service Provider Annual Certification Form with the SLD.

2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtaina-spin/.

AT&T's Response:

Pacific Bell Telephone Company SLD SPIN specific to AT&T Switched Ethernet on Demand (ASEoD) in this RFP is 143002665.

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

AT&T's Response:

The Federal Communications Commission Registration Number ("FCCRN") for Pacific Bell Telephone Company is 0001551530

4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered 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's Response:

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

5. 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's Response:

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

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

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

AT&T's Response:
AT&T's identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T's reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website: https://www.usac.org/e-rate/ This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

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

AT&T's Response:
AT&T will assist in the preparation of the "Bulk Upload Template" in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template.

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

AT&T's Response:
AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.

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

AT&T's Response:

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

Responder Service Provider Acknowledgements

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

AT&T's Response:
AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

2. 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's Response:
The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

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

AT&T's Response:
AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.

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

5. Early Funding Conditions:

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

  - Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
  - The Category 1 service must depend on the installation of the infrastructure.
  - The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
  - No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

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

  The complete text can be found at the following URL:
  https://www.usac.org/e-rate/applicant-process/starting-services/.

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

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

AT&T's Response to Sections 4 and 5:
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 follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

6. Invoicing

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

AT&T's Response:

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

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

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: https://www.erate.att.com/arf/index.cfm. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see https://www.erate.att.com/arf/index.cfm. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.
If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at **: https://www.usac.org/e-rate/service-providers/step-5-invoicing/**

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

AT&T's Response:

Customer will be responsible to pay all amounts not paid for through the E-Rate program, unless the non-payment is solely a result of AT&T's violation of E-Rate rules. Customer will also be responsible for the timely filing of the Form

486 with USAC and providing such other documentation that may be required to enable AT&T to timely invoice USAC for the discounted portion of the Customer bill. If AT&T is solely responsible for failing to timely request payment from USAC and the parties are unable to obtain an extension of the deadline, Customer will not be liable for any portion of the bill that becomes uncollectible from the SLD as a result. Customer will agree to assist and fully cooperate with AT&T in pursuing all extensions and/or USAC appeals.

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

AT&T's Response:

CTF Applicants also approved by SLD to receive E-Rate discounts on AT&T services:
AT&T is a CTF participant. Pursuant to Senate Bill (SB) 1102, CTF Service Providers are required to apply the statewide average E-Rate percentage (as instructed in the Telecommunications Division's Administrative Letter No. 10) before applying the CTF discount on eligible services, where applicable. If you are a school or library and have not applied for E-Rate or have not returned your E-Rate Existing Services List, your CTF discounts may be impacted by SB1102. The California statewide average E-Rate percentage must be applied before calculating the CTF discount (this calculation only reduces the Customer's eligible dollar amount considered for CTF discounts; it does not provide the Customer an E-Rate discount) on eligible services for public and private K-12 schools and public libraries. The statewide average E-Rate percentage is updated in July of each year. The statewide average can vary, as a result of the annual update. Go to CPUC website for yearly statewide average E-Rate percentages.

The process for receiving CTF discounts is as follows:

If Applicant is not currently receiving CTF discounts on AT&T services:
Customer must first obtain approval from the California Public Utilities Commission before CTF discounts can be provided. Once approved, Customer must forward to AT&T a copy of their approval letter along with an AT&T California Teleconnect Fund (CTF) Discount Request Form (which can be found at http://www.kn.att.com/products/das/CTFDiscountRequestForm).

Once AT&T receives the initial request to receive CTF discounts, it will apply CTF discounts within 2 to 3 bill cycles. Customer will continue to receive CTF discounts for eligible services, as requested on AT&T California Teleconnect Fund (CTF) Discount Request Form, on an ongoing basis.

If Applicant is already receiving CTF discounts on AT&T services:
If Customer is already receiving CTF discounts on some AT&T services and wishes to have recently awarded eligible services that were not previously provided by AT&T to also receive CTF discounts then Customer may either:

Request CTF discounts on additional services by submitting supplemental AT&T California Teleconnect Fund (CTF) Discount Request Form with Billed Telephone # (BTN/WTN) for new services on the form. AT&T form can be found at http://www.kn.att.com/products/das/CTFDiscountRequestForm. Completed form can be emailed or faxed to AT&T.

Upon receipt of CTF form (or notification at time service is ordered), Customer will receive CTF discounts within 2-3 bill cycles from the order.

OR

Simply request CTF discounts when placing order for new services from the AT&T Customer representative.

The process for obtaining E-Rate discounts is as follows:

The California Public Utility Commission requires that CTF recipients who also receive E-Rate discounts, must utilize the Service Provider Invoice (SPI) billing method to obtain their E-Rate discounts. SPI discounts will be provided by AT&T as follows:

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

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

7. FCC/SLD Auditability
   The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

AT&T's Response:
AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules, specifically, FCC 14-99A1 7th Report and Order Section G.1.262 that extends the document retention period from five to 10 years after the latter of the last day of the applicable funding year, or the service delivery deadline for the funding request.

If awarded the business, AT&T will be glad to work with the District to define additional, mutually agreeable record retention and auditing requirements in this instance.

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

AT&T's 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.

All terms and conditions relating to contract amendments (including, as necessary, to update the scope of purchases) shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 ("Amendments and Waivers") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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.

AT&T's 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 City to the extent agreed to by both parties. The contract terms within the RFP and the associated attachments and exhibits do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

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. Please note that references to specific sections within the Proposed Contract Documents are provided solely as a courtesy to assist the City in its review; depending on the issue presented, other provisions within the Proposed Contract Documents may be applicable to fully describe the Parties' rights.

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 City or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by the City prior to bidding.

AT&T's Response 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 Response. Work which is not shown or described in a Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

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.

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

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

AT&T's Response:
AT&T agrees with respect to information submitted in Form 471 filings. With respect to other information, subject to applicable law, all terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the confidentiality provision and the subsections thereto.

Proposals shall include the following as a minimum:

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

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

Selection

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

Evaluation Panel

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

Evaluation Criteria

The 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.

AT&T's Response:
Please see AT&T's General Response above.

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's Response:
To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

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's 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.

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.

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 patties 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's Response:
AT&T takes Exception to the portion of this provision that implies that bidder's mere execution and submission of a proposal acts as an acceptance of the terms and conditions in the RFP.

AT&T does not intend that the information described in the Proposal is to be the final expression between the parties. AT&T's proposal is submitted subject to the provisions of its Response 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 Proposal, 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. Upon being awarded the business, the parties shall enter into good faith negotiations of the final contract.

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

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.

All terms and conditions relating to order of priority among contract documents shall be as set forth in the Proposed Contract Documents, in particular Section 1.2 *("Priority of Documents*") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Terms and Conditions

Compliance with Laws

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

AT&T's Response:

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

Insurance Requirements & Indemnity

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

AT&T's Response:

Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

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~~ **commercial** general liability insurance coverage **per ISO form CG 00 01 or its equivalent** in a sum ~~not less than~~**of** $1,000,000 per occurrence **and $2,000,000 in the aggregate**, and such certificate ~~or policy~~ shall ~~name~~ **include** the District as an additional insured **by endorsement as respects this Agreement**.

AT&T Clarification:

AT&T can agree to the insurance requirements as indicated above by the modifications noted by AT&T.

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

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

AT&T's Response:

All terms and conditions relating to indemnification and holding the Customer harmless as well as liability shall be as set forth in the Proposed Contract Documents, in particular Section 7 *("Third Party Claims")* and Section 6 *("Limitations of Liability and Disclaimers")*, respectively, of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance.

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

AT&T's Response:

All charges are exclusive of applicable federal, state or local taxes, and fees. Tax exemption certificates, valid in the place of delivery, must be presented to AT&T prior to or with an Order to receive exemption status. Unless the Customer provides a tax exemption, AT&T may invoice and the Customer agrees to pay to AT&T amounts equal to any taxes resulting from AT&T's services or any activities in connection therewith, including any and all sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency, exclusive of taxes on AT&T net income. The Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.

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's Response:

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

Any additional background checks, beyond those which are legally required, will be at the District's expense.

AT&T Employee will participate on a voluntary basis.

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.

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's Response:

The prevailing party in the action, proceeding or arbitration to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs. The "prevailing party" shall be the party determined by the court or other presiding party to be the prevailing party.

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's Response:

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

RFP Acceptance or Rejection

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

The District agrees to use best efforts to obtain Board Approval. 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 the District's notification to proceed with the order, and verification of approval to proceed from the District and the Board. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

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

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's Response:

We are proposing AT&T Switched Ethernet on Demand (ASEoD) with multiple bandwidth options. Each bandwidth is offered with the option of a 36 or 60 month term contract. The 36 month term also allows 2 optional 1 year extensions. 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.

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's Response:

All terms and conditions relating to limitation of liability shall be as set forth in the Proposed Contract Documents, in particular Section 6 *("Limitations of Liability and Disclaimers")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

All terms and conditions relating to breach of contract and remedies, including termination/cancellation, 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.

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's Response:

All terms and conditions relating to termination, including for breach of contract, 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.

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

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

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

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

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

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

A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD**.** AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

Should the parties agree that the method of purchase for any products/services provided under this RFP shall be via Customer's purchase order, such purchase orders must clearly provide that the purchase is made pursuant to the mutually agreed contract documents and is not subject to the preprinted terms of that purchase order form.

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's Response:
All terms and conditions relating to infringement indemnity and holding Customer and others harmless and free from liability shall be as set forth in the Proposed Contract Documents, in particular Section 7 ("Third Party Claims") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Failure to Fulfill Contract

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

AT&T's Response:

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

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

All terms and conditions relating to breach of contract and remedies 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.

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's Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

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's Response:

AT&T agrees with respect to information submitted in Form 471 filings. With respect to other information, subject to applicable law, all terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the confidentiality provision and the subsections thereto.

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's Response:

AT&T is not aware of any material conflict of interest. AT&T is unaware of any officer, director, or agent who is an employee of the County. AT&T is publicly owned and, with millions of shareholders, it is impossible for AT&T to determine whether any County employee may be a shareholder in AT&T, Inc.

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;

AT&T's Response:

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

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;

AT&T's Response:

It is not possible now to accurately research this question over the requested time period. AT&T and its affiliates process millions of transactions daily across the world and have hundreds of officers and principals around the globe, many of whom have been employed by other companies prior to joining AT&T or an AT&T affiliate; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this Request for Proposal is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

The undersigned is unaware of any history or standing on the part of itself or its personnel that would negatively affect our ability to provide the products and services.

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

AT&T's Response:

It is not possible now to accurately research this question over the requested time period. AT&T and its affiliates process millions of transactions daily across the world and have hundreds of officers and principals around the globe, many of whom have been employed by other companies prior to joining AT&T or an AT&T affiliate; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this Request for Proposal is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

The undersigned is unaware of any history or standing on the part of itself or its personnel that would negatively affect our ability to provide the products and services.

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's Response:
The question is overbroad and impossible to respond to accurately in any practical fashion. At any point in time, Pacific Bell Telephone Company dba AT&T California, like other large companies, has a large number of employees, is involved in hundreds of projects at any point in time and is involved in a significant number of constantly changing litigation matters, arbitrations, and disputes, which could range from material litigation to the most minor of billing disputes. This same level of activity has been in place over the last five years and is to be expected of companies with our size, scope and industry position. To compile the requested information and accurately respond to this request is impractical and quite burdensome due to our size and the largely unbounded breadth of the request. In addition, it is likely that a significant portion of the requested information may be proprietary in nature. Pacific Bell Telephone Company dba AT&T California is recognized as an industry leader in telecommunications with service levels and customer service. To our knowledge, no current litigation, arbitration, dispute or any other proceeding would prevent Pacific Bell Telephone Company dba AT&T California from providing the products and services in compliance with our response to this RFP. AT&T is willing to review any specific questions or concerns regarding Pacific Bell Telephone Company dba AT&T California.

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's Response:
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.

E-Rate Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

AT&T's Response:

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

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

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

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

A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD**.** AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: http://www.usac.org/sl.

AT&T's Response:

Pacific Bell Telephone Company SLD SPIN specific to AT&T Switched Ethernet on Demand (ASEoD) in this RFP is 143002665.

Brands

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

AT&T's Response:
AT&T will provide equipment and related services which comply with manufacturer specifications and any mutually agreed standards. For clarification AT&T submits its proposal subject to the default, termination rights and remedies provided in the Proposed Contract Documents

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's Response:
AT&T does not believe this provision applies to the services proposed herein. In the event it does apply, any samples, testing, or demo equipment submitted by AT&T will be submitted under the condition that such samples will be returned by the Customer within 30 business days after the trial period is completed.

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.

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

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's Response:
AT&T will endeavor to meet all mutually agreed contract obligations; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the District and/or any contractor or subcontractor employed by the District, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify the District 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.

AT&T would request notification of any work not completed per contracted specifications. AT&T must have an opportunity to remedy any instance that the District identifies as not being performed per contracted specifications. Further, if AT&T is unable to complete the work, AT&T does not agree to pay excess costs since it has no control over the price a secondary vendor might charge District. AT&T's proposal is submitted subject to the Default, Termination and Remedies provisions of the Proposed Contract Documents.

Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the District to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

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's Response:

Please see attached confirmation of Pacific Bell Telephone Company registration with the California Department of Industrial Relations.

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 District shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, 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's Response:

AT&T will comply with all legal requirements, and will work with the District to address this process.

AT&T Employee will participate on a voluntary basis.

List of Sites

Rocklin Unified School District

School Name	Address	City	ST	ZIP
District Office	**2615 Sierra Meadows Dr.**	**Rocklin**	**CA**	**95677**
Antelope Creek Elementary	6185 Springview Dr.	Rocklin	CA	95677
Breen Elementary	2751 Breen Dr.	Rocklin	CA	95765
Cobblestone Elementary	5740 Cobblestone Dr.	Rocklin	CA	95765
Granite Oaks Middle	2600 Wyckford Dr.	Rocklin	CA	95765
Parker Whitney Elementary	5145 Topaz Ave.	Rocklin	CA	95677
Quarry Trail Elementary	810 Lazy Trail Drive	Rocklin	CA	95765
Rock Creek Elementary	2140 Collet Quarry Dr.	Rocklin	CA	95765
Rocklin Alternative Education Center	3250 Victory Dr.	Rocklin	CA	95765
Rocklin Elementary	5025 Meyers St.	Rocklin	CA	95677
Rocklin High	5301 Victory Ln.	Rocklin	CA	95765
Transition Program	5540 3rd Street	Rocklin	CA	95677
Ruhkala Elementary	6530 Turnstone Way	Rocklin	CA	95765
Sierra Elementary	6811 Camborne Way	Rocklin	CA	95677
Spring View Middle	5040 Fifth St.	Rocklin	CA	95677
Sunset Ranch Elementary	2500 Bridlewood Drive	Rocklin	CA	95765
Twin Oaks Elementary	2835 Club Dr.	Rocklin	CA	95765
Valley View Elementary	3000 Crest Dr.	Rocklin	CA	95765
Victory High	3250 Victory Dr.	Rocklin	CA	95765
Whitney High	701 Wildcat Blvd.	Rocklin	CA	95765
Transportation	2225 Corp Yard Rd	Rocklin	CA	95677
Maintenance & Food Services	4090 Del Mar Ave. Ste A&B	Rocklin	CA	95677

Any other location within the Greater Rocklin Area designated by the District

AT&T's Response:
Any additional sites must be certified and qualified by AT&T as special construction charges could apply.

Cost Proposal

RFP 23-100

Responder Company Name:__AT&T__________________________________
Responder Name:__Joe Drygas/Bidder Phil Mallon_______________________
Responder Title:_____VP Sales____
Responder SPIN:___143002665____
Responder Phone:__916-559-7374 Bidder Phil Mallon_____________________

AT&T's Response:
Pacific Bell Telephone Company SLD SPIN specific to AT&T Switched Ethernet on Demand (ASEoD) in this RFP is 143002665.

Please provide pricing for a **three-year term** (with two one-year extensions) on the below:

Sites	Existing Ethernet service	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 20Gbps	Monthly Recurring Costs for 40Gbps	One-time Installation Costs	Curb to MPOE Costs
District (HUB)	40						$2,350.00	$0.00	$0.00
REMOTE LOCATIONS									
Antelope Creek Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Breen Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Cobblestone Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Granite Oaks Middle	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Parker Whitney Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Quarry Trail Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Rock Creek Elementary	1 Gbps	$2,427.27	n/a	n/a	n/a	n/a	n/a	$0.00	n/a
Rocklin Altern-Victory High	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Rocklin Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Rocklin High	10 Gbps				$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Transition Program	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00

Ruhkala Elementary	1 Gbps	$2,427.27	n/a	n/a	n/a	n/a	n/a	$0.00	n/a
Sierra Elementary	1 Gbps	$2,427.27	n/a	n/a	n/a	n/a	n/a	$0.00	n/a
Spring View Middle	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Sunset Ranch Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Twin Oaks Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Valley View Elementary	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Whitney High	10 Gbps				$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Transportation	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00
Maintenance & Food Services	1 Gbps	$325.00	$505.00	$565.00	$625.00	$1,866.67	$2,350.00	$0.00	$0.00

Please provide pricing for a **five-year term** on the below:

Sites	Existing Ethernet service	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 20Gbps	Monthly Recurring Costs for 40Gbps	One-time Installation Costs	Curb to MPOE Costs
District (HUB)	40						$2,325.00	$0.00	$0.00
REMOTE LOCATIONS									
Antelope Creek Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Breen Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Cobblestone Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Granite Oaks Middle	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Parker Whitney Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Quarry Trail Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Rock Creek Elementary	1 Gbps	$2,427.27	n/a	n/a	n/a	n/a	n/a	$0.00	n/a
Rocklin Altern-Victory High	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00

Rocklin Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Rocklin High	10 Gbps				$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Transition Program	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Ruhkala Elementary	1 Gbps	$2,427.27	n/a	n/a	n/a	n/a	n/a	$0.00	n/a
Sierra Elementary	1 Gbps	$2,427.27	n/a	n/a	n/a	n/a	n/a	$0.00	n/a
Spring View Middle	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Sunset Ranch Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Twin Oaks Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Valley View Elementary	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Whitney High	10 Gbps				$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Transportation	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00
Maintenance & Food Services	1 Gbps	$315.00	$490.00	$547.50	$605.00	$1,786.67	$2,325.00	$0.00	$0.00

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

Responding to Request For Proposal No. 23-100 due December 8, 2022 before 3:00 PM

RFP Form

RFP 23-100

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 abovereferenced 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.

AT&T's 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 ***Rocklin Unified School District*** ("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. 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.

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 the Customer will need to reach mutual agreement on AT&T's participation.

Name of Company: __**AT&T**________

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:

_____****** SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S PROPOSAL RESPONSE ******._ JD

_____

____
Signature

Joe Drygas ____
Name (Print or Type)

VP Sales ____
Title

_**11/28/22** ____
Date

(**916_) 559-7374 (Bidder Phil Mallon)**________________
Phone

(N/A)____
Fax

**jm2394@att.com(Bidder Phil Mallon)**________________
E-mail address

Rocklin Unified School District

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

Educational Excellence

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 23-100

AT&T's Response to *Letter of Agreement – RFP 23-100*:
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 Rocklin Unified School District ("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.

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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. 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.

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 the Customer will need to reach mutual agreement on AT&T's participation.

Pursuant to the terms of Rocklin Unified School District's RFP # 23-100 for Data Transport Service, __**AT&T's** response to RFP #23-100 dated 10/19/22, (Name of Company) __**AT&T**__ will provide the equipment and services per RFP # 23-100 effective the date of issuance of Rocklin Unified School District Purchase Order(s).

(Name of Company) ____**AT&T**___ and Rocklin Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Rocklin Unified School District for E-Rate Year 2023 (Year 26), and Rocklin Unified School District Board of Education approval.

AT&T's Response:

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

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

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

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

A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD**.** AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

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.

AT&T's Response:

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

Rocklin Unified School District__________	____**AT&T**_________________________________
	(Name of Company)
________________________________	
Authorized Representative Signature	Authorized Representative Signature ***** *SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S PROPOSAL RESPONSE* *****
Date: ______________________________	Date:____**11/28/22**______________________

Name:__Barbara Patterson____________ Name: __**Joe Drygas**_______

Title:___Deputy Superintendent________ Title: **VP Sales**________________

Address: 2615 Sierra Meadows Dr._______ Address: __**2700 Watt Ave**_

Sacramento, CA 95821________

______Rocklin, CA 95677_______

Email: bpatterson@Rocklin.k12.ca.us___ Email: __**jm2394@att.com (Bidder P. Mallon)**_

Phone: _______(916) 630-2234________ Phone: __**916-559-7374 (Bidder P. Mallon)**__

Fingerprint Certification

RFP 23-100

Responder Certification

I, ____**Joe Drygas**, am an authorized representative of/doing business as (Name of Responder/consultant)_**AT&T**, 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__****** TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF ******_ JD

AT&T's Response:

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

Any additional background checks, beyond those which are legally required, will be at the CUSTOMER'S expense.

AT&T Employee will participate on a voluntary basis.

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.

Executed this 28th day of _November, 2022, in___**Dallas**__ County, ~~California~~ **Texas.**

__**AT&T/Phil Mallon** ______________________________

Name of Responder/Consultant (please print)

___**Joe Drygas/VP Sales**______________________________

Name/Title of Authorized Representative (printed)

____________________****** SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S PROPOSAL RESPONSE ******_ JD ____.

____

(Signature)

Statement of Non-Conflict of Interest

RFP 23-100

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.

AT&T's Response:

AT&T is not aware of any material conflict of interest. AT&T is unaware of any officer, director, or agent who is an employee of the District. AT&T is publicly owned and, with millions of shareholders, it is impossible for AT&T to determine whether any District employee may be a shareholder in AT&T, Inc.

******TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF******

Signature

Joe Drygas

Printed Name

VP Sales

Title

AT&T

Responder

11/28/22

Date

Insurance Acknowledgement

RFP 23-100

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to 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 limits 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 fullcertified 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~~ commercial general liability insurance coverage per ISO form CG 00 01 or its equivalent in a sum ~~not less than~~of $1,000,000 per occurrence and $2,000,000 in the aggregate, and such certificate ~~or policy~~ shall include~~name~~ the District as an additional insured by endorsement as respects this Agreement.

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.

AT&T Clarification:
AT&T can agree to the insurance requirements as indicated by the modifications noted above by AT&T.

____
Signature

___**Joe Drygas**________________________________
Printed Name

____**VP Sales**______________________________
Title

_____**AT&T**______________________________
Responder

___**11/28/22**____________________________
Date