

Board Office Use: Legislative File Info.	
File ID Number	22-0543
Introduction Date	3/9/22
Enactment Number	22-0396
Enactment Date	3/9/2022 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer, Technology Services

Meeting Date March 9, 2022

Subject Approval of Fiscal Year 2022-23 Category 1 E-rate Internet Services Contracts with Sonic, AT&T, and Alameda County Office of Education (ACOE) for services, July 1, 2022 - June 30, 2027

Ask of the Board Approval by the Board of Education of Fiscal Year 2022-23 Category Contracts between specified vendors listed below and the District.

Vendor	Service	Term	Contract Amount	Projected District Portion*
Sonic	Transport and Internet Service Provider (ISP) Services	7/1/2022-6/30/2025	\$244,800*	\$12,240**
AT&T	Transport to ACOE	7/1/2022-6/30/2025	\$103,615.20*	\$5,181**
ACOE	ISP Services	7/1/2022-6/30/2027	\$354,500	\$17,725

*The District is currently funded through E-rate at a 90% level with additional 50% funding from the California Teleconnect Fund for telecommunication services.

**Plus tax

Staff recommends that these contracts be approved by the Board of Education.

Background The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-rate", is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction

of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States in obtaining affordable telecommunications and Internet access services. E-rate supports connectivity - the conduit or pipeline for communications using telecommunications services and/ or the Internet under two categories of service: Category 1 - data communications services/Internet access, and Category 2 - internal connections and basic maintenance; and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries. In E-rate 2.0 funding, all District schools are eligible at the 90% level for data communications and Internet access under Category 1 and 85% for internal connections under Category 2.

Discussion

The District's Technology Services Department submitted an E-rate Form 470 for ISP and Transport services in compliance with E-rate rules. Four companies responded to the Form 470 request for service and all vendors were evaluated for cost and value to the District. The chosen vendors were selected to provide the lowest cost and highest value services to the District. It is in the best interest of the District to approve these contracts.

Fiscal Impact

\$35,146 plus tax from the District Utility Budget for internet service provider and transport fees.

Attachment(s)

- Sonic Professional Services Agreement
- AT&T Contact
- ACOE Contract

Sonic Transport and Internet Service Provider (ISP) Contract



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File ID Number	22-0543
Introduction Date	3/9/22
Enactment Number	22-0396 Click or tap here to enter text.
Enactment Date	3/9/22 Click or tap here to enter text.

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Offices
Susan Beltz, Deputy Chief, Technology Services

Meeting Date March 9, 2022

Subject Services Agreement with Sonic.net

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services *Installation plus internet services of 20Gbps internet and transport to OUSD Data Center 2.*

Term Start Date: 7/1/2022 End Date: 6/30/2025

Not-To-Exceed Amount \$244,800 plus tax

Competitively Bid Yes

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind Contributions *n/a*

Funding Source(s) *\$12,240 plus tax from the District Utility Budget*

Background The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-rate", is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the

Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States in obtaining affordable telecommunications and Internet access services. E-rate supports connectivity - the conduit or pipeline for communications using telecommunications services and/ or the Internet under two categories of service: Category 1 - data communications services/Internet access, and Category 2 - internal connections and basic maintenance; and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries. In E-rate 2.0 funding, all District schools are eligible at the 90% level for data communications and Internet access under Category 1 and 85% for internal connections under Category 2.

Attachment(s)

- Service Agreement with Sonic, LLC
- Erate 470 Application
- [Click or tap here to enter text.](#)
- [Click or tap here to enter text.](#)
- [Click or tap here to enter text.](#)

SERVICES AGREEMENT 2021-2022

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
Sonic.net

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

July 1, 2022

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

June 30, 2025

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

\$\$244,800 plus taxes/fees.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand

payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or

changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case

this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, **VENDOR** shall provide OUSD with all materials produced, maintained, or collected by **VENDOR** pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

- 12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other **PARTY** at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: **Kinderlin Coddling**
Title: **E-rate Specialist, Manager**
Address: **2260 Apollo Way**
City, ST Zip: **Santa Rosa, CA 95407**
Phone: **707-522-1000**
Email: **kinderlin.coddling@sonic.com**

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either **PARTY** must

give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against **VENDOR**. The policy shall protect **VENDOR** and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
17. **Testing and Screening.**
- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees who will be working at OUSD sites for more than six hours. **VENDOR** agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, **VENDOR** agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the

examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
 - d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
18. **Incident/Accident/Mandated Reporting.**
- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. **Assignment.** The obligations of VENDOR under this Agreement shall

not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists

no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified

Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of

California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all

amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board

thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Nathan Patrick Signature:  DocuSigned by:
32FE9133A13E433...

Position: CTO Date: February 25, 2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Enter OUSD signatory name Signature:  Gary Yee 3/10/2022

Position: Enter OUSD signatory position Date: Enter date of signature

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Legislative File No. 22-0543
Introduction Date: 3/9/2022
Enactment No. 22-0396
Enactment Date: 3/9/2022 er

Name: Kyla Johnson-Trammell Signature:  3/10/2022

Position: Secretary, Board of Education Date: Enter date of signature

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

- 1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*
Installation plus Internet services of 20Gbps internet and transport to OUSD Datacenter 2.
- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*
- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.
Click or tap here to enter text.
- 1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*
- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day
- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: \$\$ per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:
\$6,800/month plus tax for 36-months, invoicing to begin at delivery of service.
2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a*

result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."

Click or tap here to enter text.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Click or tap here to enter text.

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)



FCC Form 470 – Funding Year 2022

Form 470 Application Number: 220012735
 OUSDYR2022CAT1

Billed Entity

OAKLAND UNIFIED SCHOOL DIST
 1000 BROADWAY, Suite 300
 OAKLAND, CA 94607
 Alameda
 510-879-3000

Contact Information

Rick Del Valle
 rick.delvalle@yahoo.com
 510-457-5436

Billed Entity Number: 144227

FCC Registration Number: 0012236949

Application Type

Applicant Type: School District

Recipients of Services: Pre-K; Public School; Public School District

Number of Eligible Entities: 139

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
Infinity Communications & Consulting	16043605	661-716-1840	erateadmin@infinitycomm.com
RDV Consulting Services	16062353	510-457-5436	rick.delvalle@yahoo.com

Consultants

Name	Phone Number	Email
Bryanda Ramirez	661-716-1840	bramirez@infinitycomm.com
Corinna Herring	661-716-1840	crodriguez@infinitycomm.com
Rick Del Valle	510-457-5436	rick.delvalle@yahoo.com

RFPs

Id	Name
----	------

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Internet Access and Data Transmission Service		10 Gbps	50 Gbps	139	4	Each	Yes	

Description of Other Functions

Id	Name
----	------

Narrative

Oakland Unified School District is looking for Internet Services, including the circuit to the ISP. We are looking for up to 20Gbps capacity at each of two Data Centers, looking to start with a minimum of 10Gbps at each Data Center. The service can be provided as a bundled solution (circuit and ISP combined) or a separate circuit provided by one vendor that will connect to an ISP provider, and a separate ISP service provided by that vendor. The final capacity of 20Gbps

at each site can be either a single circuit with 20Gb capacity, or two 10Gb circuits. We are looking to receive bids/proposals that use either a State Master contracting vehicle, or an established piggyback contract, as long as Oakland Unified School District is eligible to use that contract and reference the Form 470 that established that contracting vehicle. We are looking to multi-year contracts, with options for either a 3-year contract with voluntary extensions, or a 5-year contract, also with additional voluntary extensions. Or we will work with whatever multi-year options the State Master contract allows.

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
--------------	----------	--------------	--------------------------------	----------	----------	------	---	-----------------

Description of Other Manufacturers

Id	Name
----	------

Narrative

Technical Contact

Rick Del Valle
 Consultant
 510-457-5436
 rick.delvalle@yahoo.com

State and Local Procurement Restrictions

Applicant may consider multi-year and/or contracts with voluntary extensions. Any voluntary contract extensions must be identified within the awarded contract and must be of specified number and duration. Contract with automatic or evergreen contract extension terms will not be considered. Applicant may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth. Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments, and/or could result in civil or criminal prosecution by law enforcement authorities. Service Providers submitting proposals must do so in compliance with the Lowest Corresponding Price (LCP) Rule. Any offering of free services, eligible or ineligible, must be clearly identified in service providers bids. Service Providers 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, Applicant will only be responsible for paying its non-discounted share. Please contact the technical contact person (Rick Del Valle) by e-mail only.

Billed Entities

Billed Entity Number	Billed Entity Name
144227	OAKLAND UNIFIED SCHOOL DIST

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be

subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Rick Del Valle
RDV Consulting Services
1945 S Ocean Drive, Unit 2111
Hallandale Beach, FL 33009
Broward
510-457-5436
rick.delvalle@yahoo.com

Certified Timestamp

01/12/2022 09:02 PM EST

AT&T Transport to Alameda County Office of Education (ACOE) Contract



E-Rate Rider

ATTACHMENT TO [CALNET AUTHORIZATION TO ORDER] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

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

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

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

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

CONFIDENTIAL INFORMATION

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



E-Rate Rider

6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

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

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

CONFIDENTIAL INFORMATION

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



E-Rate Rider

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

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure (“CPSS”)- General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

CONFIDENTIAL INFORMATION

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



E-Rate Rider

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

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXT Gen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXT Gen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

CONFIDENTIAL INFORMATION

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



E-Rate Rider

12. Contract Requirements

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:  Gary Yee, President, Board of Education	By: 
Name:  Kyla Johnson Trammell, Secretary Board of Education	Name: Janet Dalva
Title:	Title:
Date: 3/10/202	Date:



Approved as to form by
OUSD Attorney Carrie Rasmussen on 03/01/2022

Legislative File Id No. 22-0543
Introduction Date: 3/9/2022
Enactment No. 22-0396
Enactment Date: 3/9/2022 er

CONFIDENTIAL INFORMATION

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

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp and the California Department of Technology (CDT) have entered into a multi-year statewide contract for CALNET Legacy Telecommunications Voice and Data Services, C4A1LEG18, Categories 15, 16, 17, and 18. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category 15, Dedicated Transport:

- Contract award: 01/03/2019
- Contract end: 01/02/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category 15.2.2, Carrier DSO Service:

- Contract award: 01/03/2019
- Contract end: 01/02/2022
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

Category 16, Long Distance Calling:

- Contract award: 01/03/2019
- Contract end: 01/02/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

Category 17, Toll Free Voice Calling:

- Contract award: 01/03/2019
- Contract end: 01/02/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

Category 18, Legacy Telecommunications:

- Contract award: 01/03/2019
- Contract end: 01/02/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category 18.3.1.1, Analog Service:

- Contract award: 01/03/2019
- Contract end: 01/02/2022
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

Pursuant to the Contract C4-LEG-12-10-TS-01, which is incorporated herein by reference, any eligible on-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

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

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

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

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

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

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

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

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.

- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity, and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

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

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

Contact Information

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

Non-State Entity

Non-State Entity Name

Address

Authorized Agent

City, State, Zip Code

Title of Authorized Agent

Contact Number

Email

Contractor

AT&T Corporation

Authorized Agent : Keith Nagel
Attention: Program Management Office
Address: 2700 Watt Avenue
Room 1213
Sacramento, CA 95821

Contact Number:
916-384-6175
Email:
KN7135@att.com

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

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed



**Approved By: State of California Department of
Technology**

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 20, MPLS Data Network Services

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

Category: 21, Standalone VoIP Services

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

Category: 22, Cloud Hosted VoIP Services

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

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

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

Category: 24, Flat Rate Internet Services

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

Category: 25, Sustained Bandwidth Internet Services and Features

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

Category: 27, Standard Contact Center Services

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

Category: 28, Custom Contact Center Services

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

Category: 29, Converged VoIP Services

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

Category: 30, Broadband with Internet Services

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

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

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

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

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

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

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

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

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

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.

- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

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

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

Contact Information

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

Non-State Entity

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

AT&T Corporation

Authorized Agent : Keith Nagel

Attention: Program Management Office

Address: 2700 Watt Avenue

Room 1213

Sacramento, CA 95821

Contact Number:

916-384-6175

Email:

KN7135@att.com

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

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Janet Dalva

Contractor

Date Signed

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed



Non - E-Rate Rider

ATTACHMENT TO [CALNET AUTHORIZATION TO ORDER ("Agreement")]

This Attachment ("Attachment"), entered into by [AT&T CORP ("AT&T") and [OAKLAND UNIFIED SCHOOL DISTRICT] ("Customer") and effective as of the date signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

TERMS AND CONDITIONS

E-rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.

The products and services sought in the Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. Customer acknowledges that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

Enter Customer Name (by its authorized representative)
By:
Name:
Title:
Date:

CONFIDENTIAL INFORMATION

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

**DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)**

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria

Please select one of the following:

- Local government entities are defined as “any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods” per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- Entirely** 100% tax supported entity
- A governmental entity with a Joint Powers Agreement (JPA)
- Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

REQUESTING NON-STATE ENTITY ORGANIZATION NAME

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

STREET ADDRESS

CITY, STATE, ZIP CODE

CONTACT PHONE NUMBER

EMAIL ADDRESS

I certify under penalty of perjury the requesting entity meets the NESPA “Authorized Entity Criteria” selected above.

NON-STATE ENTITY SIGNATURE

DATE

CDT/CALNET PROGRAM

CUSTOMER CODE:

INVITATION FOR BID
IFB C4DNCS19
Data Networks and Communications Services
CATEGORY 23 – METROPOLITAN AREA
NETWORK ETHERNET
AT&T Corp.
Statement of Work
TECHNICAL REQUIREMENTS
March 5, 2020
BAFO

Issued by:
STATE OF CALIFORNIA
California Department of Technology Statewide
Procurement
PO Box 1810
Rancho Cordova, CA 95741

Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this Bid remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

AMENDMENT LOG

Amendment #	Date	Amendment Description
4	12/15/20	Added Header Updated Table 23.2.1.6.4 - Unsolicited MAE Services and Features Deleted entire Table 23.4.2.2 - Unsolicited Services Related Infrastructure Updated available Services in Sections 23.5.8.1, 23.5.8.2, 23.5.8.3, 23.5.8.4, 23.5.8.5, 23.5.8.7, 23.5.8.8, and 23.5.8.9, 23.5.8.10
6	4/23/21	Table of Contents – Updated Section 23.5.8.3 – Catastrophic Outage 2 reference link. Table 23.2.1.6.4 - Unsolicited MAE Services and Features, added CoS line items #891-1,026 and renumbered remainder of table.

23.1 OVERVIEW	5
23.1.1 BIDDER RESPONSE REQUIREMENTS	5
23.1.2 DESIGNATION OF REQUIREMENTS	6
23.1.3 PACIFIC TIME ZONE.....	6
23.2 ETHERNET SERVICES.....	6
23.2.1 METROPOLITAN AREA NETWORK ETHERNET (MAE) SERVICES.....	6
23.2.1.1 General Requirements	7
23.2.1.1.1 Standards.....	7
23.2.1.1.2 Security	7
23.2.1.1.3 Data Breach Reporting	7
23.2.1.1.4 End-to-End Ethernet Delivery	7
23.2.1.1.5 Ethernet Virtual Connections (EVC)	8
23.2.1.1.6 Ethernet User-to-Network Interface (UNI)	8
23.2.1.1.7 Multiple Classes of Service (CoS)	8
23.2.1.1.8 Service Frame Delivery Options	8
23.2.1.1.9 Ethernet Service Frame Disposition	9
23.2.1.1.10 VLAN Tag Preservation	9
23.2.1.1.11 Maximum Frame Size	9
23.2.1.1.12 Jumbo Frames.....	9
23.2.1.1.13 Performance Monitoring	9
23.2.1.1.14 Network Monitoring.....	10
23.2.1.1.15 Technical Support.....	10
23.2.1.1.16 Maintenance	10
23.2.1.1.17 Equipment and Environment.....	10
23.2.1.1.18 Contractor Wi-Fi Hotspot Service Offerings	11
23.2.1.2 Ethernet Private Line (EPL) MAE Service	11
23.2.1.3 Ethernet Virtual Private Line (EVPL) MAE Service.....	11
23.2.1.4 EVPL MAE Service Multiplexing.....	12
23.2.1.5 EPL and EVPL MAE Classes of Service (CoS)	12
23.2.1.5.1 BASIC CoS MAE.....	12
23.2.1.5.2 PRIORITY CoS MAE	12
23.2.1.5.3 PREMIUM CoS MAE.....	13
23.2.1.6 EPL and EVPL MAE Service Feature Description	13
23.2.1.6.1 EPL and EVPL MAE Service Connections	14
23.2.1.6.2 Managed IP Enabled Routing Service:.....	14
23.2.1.6.3 MAE Backup Options	62
23.2.1.6.4 Additional Unsolicited MAE Services and Features	62

23.2.1.7 MAE Service Geographic Service Areas 262

23.3 NETWORK DISASTER/OPERATIONAL RECOVERY 274

23.3.1 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) PROGRAM 274

23.4 OTHER SERVICES 275

23.4.1 HOURLY RATES FOR SERVICES..... 275

23.4.2 SERVICES RELATED INFRASTRUCTURE (SRI) 275

23.4.2.1 Extended Demarcation Wiring Services 275

23.4.2.2 Unsolicited Services Related Infrastructure 284

23.4.3 SERVICES RELATED HOURLY SUPPORT 285

23.5 SERVICE LEVEL AGREEMENTS (SLA) 288

23.5.1 SERVICE LEVEL AGREEMENT FORMAT 288

23.5.2 TECHNICAL REQUIREMENTS VERSUS SLA OBJECTIVES 288

23.5.3 METHODS OF OUTAGE REPORTING: CUSTOMER OR CONTRACTOR..... 289

23.5.4 BIDDER RESPONSE TO SERVICE LEVEL AGREEMENTS 289

23.5.5 CONTRACTOR SLA MANAGEMENT PLAN 289

23.5.6 TECHNICAL SLA GENERAL REQUIREMENTS 290

23.5.7 TROUBLE TICKET STOP CLOCK CONDITIONS..... 292

23.5.8 TECHNICAL SERVICE LEVEL AGREEMENTS (SLA)..... 296

23.5.8.1 Availability (M-S) 296

23.5.8.2 Catastrophic Outage 1 (CAT 1) (M-S)..... 298

23.5.8.3 Catastrophic Outage 2 (CAT 2) (M-S)..... 300

23.5.8.4 Catastrophic Outage 3 (CAT 3) (M-S)..... 302

23.5.8.5 Excessive Outage (M-S)..... 304

23.5.8.6 Notification 305

23.5.8.7 Latency (M-S) 306

23.5.8.8 Packet Loss (M-S) 308

23.5.8.9 Provisioning (M-S)..... 310

23.5.8.10 Time to Repair (M-S) 313

23.5.8.11 Managed Service Proactive Notification..... 314

23.5.8.12 Unsolicited Service Enhancement SLAs 316

23.5.8.13 Proposed Unsolicited Offerings 316

23.5.8.14 Contract Amendment Service Enhancement SLAs 316

TECHNICAL REQUIREMENTS

Category 23 – METROPOLITAN AREA NETWORK ETHERNET

23.1 OVERVIEW

The California Department of Technology (CDT), Statewide Telecommunications Procurement (STP) is requesting proposals from responsive vendors to provide Metropolitan Area Network (MAN) Ethernet services and features.

This Category 23 IFB C4DNCS19 (IFB) provides the State's solicitation for best value solutions for MAN Ethernet services. This IFB also describes the CALNET technical requirements necessary to support the CALNET program requirements.

This IFB will be awarded to Bidders that meet the award criteria as described in IFB C4DNCS19 Part 1, Bid Evaluation. The CALNET Data Network and Communications Services (DNCS) Contract(s) that result from the award of this IFB will be managed on a day-to-day basis by the CALNET Contractor Management Organization (CALNET CMO).

23.1.1 Bidder Response Requirements

Throughout this IFB, Bidders are required to acknowledge acceptance of the requirements described herein by responding to one of the following:

1. Example A (for responses that require confirmation that the Bidder understands and accepts the requirement):

“Bidder understands the requirements and shall meet or exceed them? Yes ”

Or,

2. Example B (for responses that require the Bidder to provide a description or written response to the requirement):

“Bidder understands the requirements and shall meet or exceed them? Yes ”

Description:”

Or,

3. Example C (for responses contained in Technical Feature and/or Service Tables):

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidders Product Identifier	Bidder Meets or Exceeds? Yes or No
1					Yes

23.1.2 Designation of Requirements

All Technical Requirements specified in this IFB C4DNCS19 are Mandatory and must be responded to as identified in IFB C4DNCS19 Part 1, SOW Mandatory Technical Requirements by the Bidder. Additionally, some Mandatory requirements are "Mandatory-Scorable" and are designated as "(M-S)".

Costs associated with services shall be included in the prices provided by the Bidder for the individual items included in the Cost Worksheets. Items not listed in the Cost Worksheets will not be billable by the Contractor. If additional unsolicited items include the features described in the IFB and are not included as billable in the Cost Worksheets, the cost associated with the features shall not be included in the unsolicited price.

Services and features included in the Cost Worksheets are those that the Bidder must provide. All Bidders must provide individual prices as indicated in the Cost Worksheets in the Bidder's Final Proposal. Items submitted with no price will be considered as offered at no cost.

23.1.3 Pacific Time Zone

Unless specific otherwise, all times stated herein are times in the Pacific Time Zone.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2 ETHERNET SERVICES

Contractors shall provide Ethernet network services in specific geographic locations throughout the state. The service shall provide for the transmission of digital signals in a dedicated high capacity channel. The service shall be available in multiple configurations, enabling Customers to connect two or more Local Area Networks (LANs) at the native speed of the LAN backbone.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1 Metropolitan Area Network Ethernet (MAE) Services

Contractors shall provide switched Ethernet point-to-point and multipoint LAN services for use in a metropolitan area which allows Customers to connect two or more locations.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1 General Requirements

23.2.1.1.1 Standards

1. Contractor's service shall provide Ethernet services that comply with all applicable standards as set by the following standard bodies:

Bidder understands the requirements and shall meet or exceed them? Yes

2. Metro Ethernet Forum (MEF);

Bidder understands the requirements and shall meet or exceed them? Yes

3. Internet Engineering Task Force;

Bidder understands the requirements and shall meet or exceed them? Yes

4. International Telecommunications Union (ITU); and,

Bidder understands the requirements and shall meet or exceed them? Yes

5. Institute of Electrical and Electronics Engineers, Inc. (IEEE).

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.2 Security

Contractor shall physically secure all data and networking facilities through which data traverses Contractor's WAN complying with the physical security controls of NIST SP 800-53, ISO/IEC 27001, or equivalent standards.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.3 Data Breach Reporting

If Contractor determines that a breach of data has occurred that may involve CALNET Customer data, the nature and scope of the breach (as it affects Customer data) shall be reported to both the Customer and the CALNET CMO within 24 hours of that determination.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.4 End-to-End Ethernet Delivery

Contractors shall provide a seamless end-to-end service traversing from the Customer Premise Equipment (CPE) through the Contractor's network minimizing conversion of protocols.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.5 Ethernet Virtual Connections (EVC)

Contractor's service shall provide EVCs, which are used to define the association of two or more User-to-Network Interfaces (UNI's).

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.6 Ethernet User-to-Network Interface (UNI)

Contractor's service shall provide delivery of the service via a User-to-Network Interface (UNI). The service shall provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI). Table 23.2.1.1.6 lists the UNI physical interfaces.

Table 23.2.1.1.6 – UNI Physical Interfaces

UNI Speed	UNI Physical Interface
10 Mbps	10/100/1000Base-Tx
100 Mbps	10/100/1000Base-Tx or Sx
1 Gbps	1000Base-Tx or 1000Base-SX
10 Gbps	10GBase-SR or 10GBase-LR

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.7 Multiple Classes of Service (CoS)

The service shall provide Class of Service (CoS) options that allow for differentiated service performance levels for different types of network traffic.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.8 Service Frame Delivery Options

Service Frame Delivery options supported shall include:

1. Unicast Frame Delivery;

Bidder understands the requirements and shall meet or exceed them? Yes

2. Multicast Frame Delivery as per RFC 1112;

Bidder understands the requirements and shall meet or exceed them? Yes

3. IEEE 802.1 Bridging and Management Standards; and,

Bidder understands the requirements and shall meet or exceed them? Yes

4. Broadcast Frame Delivery as per IEEE 802.3.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.9 Ethernet Service Frame Disposition

The service shall deliver all service frames associated with the EVC unconditionally across the network as specified in Table 23.2.1.1.19.

Table 23.2.1.1.9 –Service Frame Delivery Disposition

Service Frame Type	Service Frame Delivery
Unicast	All Frames delivered unconditionally
Multicast	All Frames delivered unconditionally
Broadcast	All Frames delivered unconditionally

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.10 VLAN Tag Preservation

The service shall support IEEE 802.1Q VLAN-tagged Customer packets. All Customer VLAN IDs and priority code points (IEEE 802.1p) for CoS shall be transmitted and received unaltered by the service. Untagged packets shall be mapped to the native VLAN specified by Customer. Customers may configure their own VLANs on their Customer owned CPE without coordination with the Contractor.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.11 Maximum Frame Size

The service shall support a Maximum Transmission Unit (MTU) packet size of 1,600 bytes to support untagged or 802.1Q tagged packet sizes.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.12 Jumbo Frames

The Contractor's network shall support Jumbo Frames.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.13 Performance Monitoring

The Contractor shall conduct Performance Monitoring that includes the following:

1. Signal failure;

Bidder understands the requirements and shall meet or exceed them? Yes

2. Signal degradation;

Bidder understands the requirements and shall meet or exceed them? Yes

3. Connectivity or Loss of connectivity;

Bidder understands the requirements and shall meet or exceed them? Yes

4. Frame loss;

Bidder understands the requirements and shall meet or exceed them? Yes

5. Errored frames;

Bidder understands the requirements and shall meet or exceed them? Yes

6. Looping;

Bidder understands the requirements and shall meet or exceed them? Yes

7. Mis-inserted frames; and,

Bidder understands the requirements and shall meet or exceed them? Yes

8. Maintenance parameters.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.14 Network Monitoring

The Contractor shall monitor all services on a 24x7 basis.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.15 Technical Support

Contractor shall provide technical support for service issues via a toll-free telephone number that operates on a 24x7 basis.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.16 Maintenance

The Contractor shall perform maintenance during a set maintenance window. Maintenance shall be coordinated between the Contractor and the Customer. Contractor shall provide a minimum of 48 hour notice to the Customer for non-service impacting scheduled maintenance. Contractor shall provide a minimum of seven days' notice for service impacting planned maintenance. Emergency maintenance shall be performed as needed.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.17 Equipment and Environment

The Contractor shall provide and install all network terminating Equipment (NTE) in Customer provided racking and utilize State provided AC power. The NTE shall connect to either a Customer router with an Ethernet blade or a Customer Ethernet switch equipped to support Ethernet located within fifty feet.

Bidder understands the requirements and shall meet or exceed them? Yes

All Equipment shall adhere to the Telcordia Network Equipment Building System (NEBS).

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.1.18 Contractor Wi-Fi Hotspot Service Offerings

The Contractor shall not configure services utilizing state-funded (or leased) infrastructure or resources to provide Contractor branded Wi-Fi hotspots for a fee/subscription to the general public. Use of any publicly funded power, facilities, or infrastructure in State leased or owned buildings to provide Contractor fee based Wi-Fi services is considered a gift of public funds.

The Contractor shall not provide Contractor branded Wi-Fi hotspot services for non-CALNET users by piggybacking onto CALNET Customer primary installations or by any other means that utilize publicly funded assets. This restriction includes but is not limited to installation of secondary equipment, circuits, or data channels both land based and wireless.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.2 Ethernet Private Line (EPL) MAE Service

The Contractor shall provide Ethernet Private Line (EPL) MAE service. This service shall provide a logical Point-to-Point connection between two Customer locations or a Customer location and an Internet Service Provider Point of Presence (POP), Interexchange Carrier POP, or another 3rd party location. EPL service shall enable Customers to use any VLANs or Ethernet control protocol across the service without coordination with the Contractor.

EPL service shall enable Customers to connect their Customer Premise Equipment (CPE) using an Ethernet interface and provide one Ethernet Virtual Connection (EVC) between two Customer locations.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.3 Ethernet Virtual Private Line (EVPL) MAE Service

The Contractor shall provide Ethernet Virtual Private Line (EVPL) MAE service. This service shall provide an Ethernet Virtual Connection (EVC) between two Customer locations similar to Ethernet Private Line service but shall support the added flexibility to multiplex multiple services (EVCs) on a single UNI at a Customer's hub or aggregation site.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.4 EVPL MAE Service Multiplexing

The EVPL MAE service shall enable Customers to multiplex multiple services (EVCs) on a given UNI eliminating the need for multiple physical interfaces on the Customer's router or Ethernet switch.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.5 EPL and EVPL MAE Classes of Service (CoS)

Contractor shall provide three Classes of Service (CoS) options for the EPL/EVPL MAE services – BASIC, PRIORITY and PREMIUM. The CoS options shall allow for differentiated service performance levels for different types of network traffic. CoS options shall allow Customers to prioritize mission-critical traffic from lesser priority traffic in the network. The CoS shall be associated with the bandwidth usage rate, Committed Information Rate (CIR), ordered by the Customer for each connection at the Customer locations. If the Customer requests multiple EVCs per location, then a CoS will be associated with each EVC.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.5.1 BASIC CoS MAE

BASIC CoS supports data applications with more tolerance for delay and/or those with least priority. There are no service performance parameters associated with this Class of Service.

The Contractor shall offer CIR - BASIC CoS services and features detailed in Table 23.2.1.6.b.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.5.2 PRIORITY CoS MAE

PRIORITY CoS shall support data applications with more tolerance for delay and/or those that are lower in priority. The service parameters associated with this class of service are listed in Table 23.2.1.5.2.

Table 23.2.1.5.2 lists the service performance objectives for PRIORITY CoS for distances within 250 network miles.

The Contractor shall offer CIR – PRIORITY CoS services and features detailed in Table 23.2.1.6.c.

Table 23.2.1.5.2 – PRIORITY CoS Performance Objectives

Performance Objective (≤ 250 miles)	PRIORITY CoS
Latency (one way)	<25ms
Jitter (one way)	<15ms
Packet Loss (one way)	<0.5%
Availability	>99.99%

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.5.3 PREMIUM CoS MAE

PREMIUM CoS shall support applications that require minimal loss and low latency variation (i.e., jitter). The network will provision data in this class of service in a priority queue indicating that it is delay sensitive. The service parameters associated with this class of service are listed in Table 23.2.1.5.3.

Table 23.2.1.5.3 lists the service performance objectives for PREMIUM CoS for distances within 250 network miles.

The Contractor shall offer CIR - PREMIUM CoS services and features detailed in Table 23.2.1.6.d.

Table 23.2.1.5.3 – PREMIUM CoS Performance Objectives

Performance Objective (≤ 250 miles)	PREMIUM CoS
Latency (one way)	<15ms
Jitter (one way)	<5ms
Packet Loss (one way)	<0.1%
Availability	>99.99%

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.6 EPL and EVPL MAE Service Feature Description

Contractor shall provide MAE services as described below.

23.2.1.6.1 EPL and EVPL MAE Service Connections

EPL and EVPL MAE Service Connections shall include the Network Interface and the Access Link from the Customer premises to the Ethernet network, a port on the Ethernet network, the assigned bandwidth usage and one Ethernet Virtual Connection (EVC).

1. Network Interface (NI): The point that the Customer's data transmission enters the Contractor's network. The point of interconnection between the Contractor's communication facility and Customer end-user's terminal equipment.

Bidder understands the requirements and shall meet or exceed them? Yes

2. Access Link: Connects a Customer facility at the NI to an Ethernet port on the Metro Ethernet network with a standard optical or copper connection.

Bidder understands the requirements and shall meet or exceed them? Yes

3. Port: An Ethernet port is the physical entry point to the shared Metro Ethernet Network. Virtual Local Area Networks (VLANs) Ethernet Virtual Connections (EVCs) originate and terminate on a Metro Ethernet Port.

Bidder understands the requirements and shall meet or exceed them? Yes

23.2.1.6.2 Managed IP Enabled Routing Service:

1. Contractor shall offer a managed router or IP enabled routing device service that includes the components described in Section 23.2.1.6.1 in a bundled format which includes a Contractor owned, maintained and managed router or managed IP enabled routing device as identified in Table 23.2.1.6.a.

Bidder understands the requirements and shall meet or exceed them? Yes

2. The Contractor's managed routing service shall include proactive Customer notification.

Bidder understands the requirements and shall meet or exceed them? Yes

3. The Contractor shall provide customers full read only access to the managed router or managed IP enabled routing device.

Bidder understands the requirements and shall meet or exceed them? Yes

Contractors shall provide the services and Features described in Table 23.2.1.6.a

Table 23.2.1.6.a – MAE Services and Features

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
------------------	---------------------	----------------------------	---	------------------------------------	------------------------------------

1	EPL MAE Service Connection 10/100 Mbps	10/100 Mbps Ethernet port per location; Assessed per interface at bandwidths of 10/100 Mbps (10/100BASE-T). The EPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint	EYQEX	Yes
---	--	--	---	-------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

<p>2</p>	<p>EPL MAE Service Connection 10/100 Mbps with Managed IP Enabled Routing Device</p>	<p>10/100 Mbps Ethernet port per location with managed IP enabled routing device; Assessed per interface at bandwidths of 10/100 Mbps (10/100BASE-T). The EPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.</p>	<p>AT&T Switched Ethernet Service (ASE) Port with managed IP enabled routing device. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-</p>	<p>EYQEXR</p>	<p>Yes</p>
----------	--	--	--	---------------	-------------------

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>to-multipoint or multipoint-to-multipoint configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

<p>3</p>	<p>EPL MAE Service Connection Gigabit Ethernet (1 Gbps)</p>	<p>1 Gbps Ethernet port per location; Assessed per interface at bandwidths of 1 Gbps Ethernet. The EPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.</p>	<p>AT&T Switched Ethernet Service (ASE) Port. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint</p>	<p>EYQFX</p>	<p>Yes</p>
----------	---	---	--	--------------	-------------------

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

4	EPL MAE Service Connection Gigabit Ethernet (1 Gbps) with Managed IP Enabled Routing Device	1 Gbps Ethernet port per location, with managed IP enabled routing device; Assessed per interface at bandwidths of 1 Gbps Ethernet. The EPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port with managed IP enabled routing device. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-	EYQFXR	Yes
---	---	--	---	--------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>to-multipoint or multipoint-to-multipoint configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

5	EPL MAE Service Connection Gigabit Ethernet (10 GE)	10 Gbps Ethernet port per location; Assessed per interface at bandwidths of 10 Gbps Ethernet. The EPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint	EYQGX	Yes
---	---	--	---	-------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

6	EPL MAE Service Connection Gigabit Ethernet (10 GE) with Managed IP Enabled Routing Device	10 Gbps Ethernet port per location, with managed IP enabled routing device; Assessed per interface at bandwidths of 10 Gbps Ethernet. The EPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port with managed IP enabled routing device. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-	EYQGXR	Yes
---	--	--	---	--------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>to-multipoint or multipoint-to-multipoint configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

7	EVPL MAE Service Connection 10/100 Mbps	Assessed per interface at bandwidths of 10/100 Mbps (10/100BASE-T). The EVPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint	EYVEX	Yes
---	---	---	---	-------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

8	EVPL MAE Service Connection 10/100 Mbps with Managed IP Enabled Routing Device	Assessed per interface at bandwidths of 10/100 Mbps (10/100BASE-T) with managed IP enabled routing device. The EVPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port with managed IP enabled routing device. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-	EYVEXR	Yes
---	--	--	---	--------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>to-multipoint or multipoint-to-multipoint configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

<p>9</p>	<p>EVPL MAE Service Connection Gigabit Ethernet (1 Gbps)</p>	<p>Assessed per interface at bandwidths of 1 Gbps Ethernet. The EVPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.</p>	<p>AT&T Switched Ethernet Service (ASE) Port. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint</p>	<p>EYVFX</p>	<p>Yes</p>
----------	--	---	--	--------------	-------------------

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

10	EVPL MAE Service Connection Gigabit Ethernet (1 Gbps) with Managed IP Enabled Routing Device	Assessed per interface at bandwidths of 1 Gbps Ethernet with managed IP Enabled routing device. The EVPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port with managed IP enabled routing device. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-	EYVFXR	Yes
----	--	---	---	--------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			to-multipoint or multipoint-to-multipoint configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.		

11	EVPL MAE Service Connection 10 Gigabit Ethernet (10 GE)	Assessed per interface at bandwidths of 10 GE. The EVPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.	AT&T Switched Ethernet Service (ASE) Port. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint	EYVGX	Yes
----	---	--	---	-------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

<p>12</p>	<p>EVPL MAE Service Connection 10 Gigabit Ethernet (10 GE) with Managed IP Enabled Routing Device</p>	<p>Assessed per interface at bandwidths of 10 GE with managed IP Enabled routing device. The EVPL connection rate element includes the physical connection (Access Link) between the Customer's demarcation and the core Ethernet network, the port, one EVC and the NI.</p>	<p>AT&T Switched Ethernet Service (ASE) Port with managed IP enabled routing device. ASE is a switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. It provides full duplex transport of data signals between a Customer's premises and an Ethernet switch in a Telephone Company central office. Each connection is referred to as a "port" throughout. These ports can be interconnected in a variety of ways in the core network. AT&T Switched Ethernet Service supports point-to-point, point-</p>	<p>EYVGXR</p>	<p>Yes</p>
-----------	---	--	--	---------------	-------------------

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			<p>to-multipoint or multipoint-to-multipoint configurations. AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports, and the Per Packet Class of Service Arrangement and PPCOS Ports. Access is subject to availability of facilities.</p>		

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
13	Additional MAE MAC Addresses (51-100)	MAC Address rate element is a data link layer protocol used for Layer 2 connectivity. Standard service allows up to 50 MAC addresses to be present per EPL/EVPL connection. This optional feature increases that limit up to 100 MAC addresses per EPL/EVPL connection. A technical review will be necessary to determine if service can be provided and for approval to exceed the limit.	Additional ASE MAC Addresses. Maximum of 500.	M2CBX	Yes

14	Ethernet Virtual Connection (EVC) MAE	<p>EVC rate element. EVCs shall be assigned in 1 Mbps increments within each port range. Customer may order additional EVCs to establish additional virtual connections over the same physical connections. When additional EVCs are ordered, the Customer must designate the portion of the CIR bandwidth assigned to each EVC.</p>	<p>EVC rate element. Ethernet Virtual Connection (EVC) is a logical connection between two or more Ethernet ports to form a network. A port can be configured to connect to one EVC, or multiple EVCs. Customer may order additional EVCs to establish additional virtual connections over the same physical connections. When additional EVCs are ordered, the Customer must designate the portion of the CIR bandwidth assigned to each EVC. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2,000 Mbps. Multipoint EVCs can be set in 1Mbps increments from 1 Mbps to 1,000 Mbps. The</p>	ASEVC	Yes
----	---------------------------------------	--	---	-------	-----

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
			default maximum EVC CIR will be 2000 Mbps. Requests for EVC CIR greater than 2000Mbps will be considered on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.		

Contractor shall provide the Services and Features described in Table 23.2.1.6.b.

Table 23.2.1.6.b – CIR Basic Class of Service MAE

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
1	BASIC CIR MAE - 2 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E2XNH	Yes
2	BASIC CIR MAE - 4 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E4XNH	Yes
3	BASIC CIR MAE - 5 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EAXNH	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
4	BASIC CIR MAE - 8 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E8XNH	Yes
5	BASIC CIR MAE - 10 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EBXNH	Yes
6	BASIC CIR MAE - 20 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EDXNH	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
7	BASIC CIR MAE - 50 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EHXNH	Yes
8	BASIC CIR MAE - 100 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ELXNH	Yes
9	BASIC CIR MAE - 150 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ENXNH	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
10	BASIC CIR MAE - 200 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ERXNH	Yes
11	BASIC CIR MAE - 250 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EQXNH	Yes
12	BASIC CIR MAE - 400 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ESXNH	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
13	BASIC CIR MAE - 500 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ETXNH	Yes
14	BASIC CIR MAE - 600 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EUXNH	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
15	BASIC CIR MAE - 1 Gbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Available to order with EPL/EVPL MAE 1 Gbps or EPL/EVPL 10 Gbps service connections only.	R6EZXNH	Yes
16	BASIC CIR MAE - 10 Gbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Available to order with EPL/EVPL MAE 10 Gbps service connections only.	R61SXNH	Yes

Contractor shall provide the Services and Features described in Table 23.2.1.6.c.

Table 23.2.1.6.c – CIR Priority Class of Service MAE

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
1	PRIORITY CIR MAE - 2 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E2XIA	Yes
2	PRIORITY CIR MAE - 4 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E4XIA	Yes
3	PRIORITY CIR MAE - 5 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EAXIA	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
4	PRIORITY CIR MAE - 8 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E8XIA	Yes
5	PRIORITY CIR MAE - 10 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EBXIA	Yes
6	PRIORITY CIR MAE - 20 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EDXIA	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
7	PRIORITY CIR MAE - 50 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EHXIA	Yes
8	PRIORITY CIR MAE - 100 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ELXIA	Yes
9	PRIORITY CIR MAE - 150 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ENXIA	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
10	PRIORITY CIR MAE - 200 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ERXIA	Yes
11	PRIORITY CIR MAE - 250 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EQXIA	Yes
12	PRIORITY CIR MAE - 400 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ESXIA	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
13	PRIORITY CIR MAE - 500 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ETXIA	Yes
14	PRIORITY CIR MAE - 600 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EUXIA	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
15	PRIORITY CIR MAE - 1 Gbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Available to order with EPL/EVPL MAE 1 Gbps or EPL/EVPL 10 Gbps service connections only.	R6EZXA	Yes
16	PRIORITY CIR MAE - 10 Gbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Available to order with EPL/EVPL MAE 10 Gbps service connections only.	R61SXA	Yes

Contractor shall provide the Services and Features described in Table 23.2.1.6.d.

Table 23.2.1.6.d CIR – Premium Class of Service MAE

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
1	PREMIUM CIR MAE - 2 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E2XRT	Yes
2	PREMIUM CIR MAE - 4 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E4XRT	Yes
3	PREMIUM CIR MAE - 5 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EAXRT	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
4	PREMIUM CIR MAE - 8 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6E8XRT	Yes
5	PREMIUM CIR MAE - 10 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EBXRT	Yes
6	PREMIUM CIR MAE - 20 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EDXRT	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
7	PREMIUM CIR MAE - 50 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EHXRT	Yes
8	PREMIUM CIR MAE - 100 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ELXRT	Yes
9	PREMIUM CIR MAE - 150 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ENXRT	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
10	PREMIUM CIR MAE - 200Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ERXRT	Yes
11	PREMIUM CIR MAE - 250 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EQXRT	Yes
12	PREMIUM CIR MAE - 400 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ESXRT	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
13	PREMIUM CIR MAE - 500 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6ETXRT	Yes
14	PREMIUM CIR MAE - 600 Mbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR.	R6EUXRT	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Meets or Exceeds? Yes or No
15	PREMIUM CIR MAE -1 Gbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Available to order with EPL/EVPL MAE 1 Gbps or EPL/EVPL 10 Gbps service connections only.	R6EZXRT	Yes
16	PREMIUM CIR MAE - 10 Gbps	The guaranteed average bandwidth of the virtual circuit.	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Available to order with EPL/EVPL MAE 10 Gbps service connections only.	R61SXRT	Yes

If the Contractor provides LTE backup services for Managed Equipment the Contractor shall use current CALNET Cellular providers. All Bidders are required to indicate below that they understand the requirement regardless of their intent to provide LTE backup services.

Bidder understands this requirement and shall meet or exceed it? Yes

23.2.1.6.4 Additional Unsolicited MAE Services and Features

The Bidder may offer additional unsolicited MAE services and features in Table 23.2.1.6.4.

Table 23.2.1.6.4 – Unsolicited MAE Services and Features

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
1	ASE (BSA) Committed Information Rate – 2 Mbps Business Critical High	R6E2XBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
2	ASE (BSA) Committed Information Rate – 4 Mbps Business Critical High	R6E4XBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
3	ASE (BSA) Committed Information Rate – 5 Mbps Business Critical High	R6EAXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
4	ASE (BSA) Committed Information Rate – 8 Mbps Business Critical High	R6E8XBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
5	ASE (BSA) Committed Information Rate – 10 Mbps Business Critical High	R6EBXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
6	ASE (BSA) Committed Information Rate – 20 Mbps Business Critical High	R6EDXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
7	ASE (BSA) Committed Information Rate – 50 Mbps Business Critical High	R6EHXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
8	ASE (BSA) Committed Information Rate – 100 Mbps Business Critical High	R6ELXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
9	ASE (BSA) Committed Information Rate – 150 Mbps Business Critical High	R6ENXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
10	ASE (BSA) Committed Information Rate – 250 Mbps Business Critical High	R6EQXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
11	ASE (BSA) Committed Information Rate – 400 Mbps Business Critical High	R6ESXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
12	ASE (BSA) Committed Information Rate – 500 Mbps Business Critical High	R6ETXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).
13	ASE (BSA) Committed Information Rate – 600 Mbps Business Critical High	R6EUXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS).

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
14	ASE (BSA) Committed Information Rate – 1 Gbps Business Critical High	R6EZXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 1 Gbps or EPL/EVPL 10 Gbps service connections only.
15	ASE (BSA) Committed Information Rate – 2000 Mbps Business Critical High	R61BxBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.
16	ASE (BSA) Committed Information Rate – 2500 Mbps Business Critical High	R61CXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.
17	ASE (BSA) Committed Information Rate – 4000 Mbps Business Critical High	R61FXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
18	ASE (BSA) Committed Information Rate – 5000 Mbps Business Critical High	R61HXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.
19	ASE (BSA) Committed Information Rate – 7500 Mbps Business Critical High	R61NXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.
20	ASE (BSA) Committed Information Rate – 9500 Mbps Business Critical High	R61RXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.
21	ASE (BSA) Committed Information Rate – 10 Gbps Business Critical High	R61SXBH	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical High Class of Service (CoS). Available to order with EPL/EVPL MAE 10 Gbps service connections only.

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
22	ASE (BSA) Committed Information Rate – 2 Mbps Business Critical Medium	R6E2XBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
23	ASE (BSA) Committed Information Rate – 4 Mbps Business Critical Medium	R6E4XBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
24	ASE (BSA) Committed Information Rate – 5 Mbps Business Critical Medium	R6EAXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
25	ASE (BSA) Committed Information Rate – 8 Mbps Business Critical Medium	R6E8XBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
26	ASE (BSA) Committed Information Rate – 10 Mbps Business Critical Medium	R6EBXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
27	ASE (BSA) Committed Information Rate – 20 Mbps Business Critical Medium	R6EDXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
28	ASE (BSA) Committed Information Rate – 50 Mbps Business Critical Medium	R6EHXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
29	ASE (BSA) Committed Information Rate – 100 Mbps Business Critical Medium	R6ELXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
30	ASE (BSA) Committed Information Rate – 150 Mbps Business Critical Medium	R6ENXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).
31	ASE (BSA) Committed Information Rate – 250 Mbps Business Critical Medium	R6EQXBM	A statistically guaranteed level of transmission or guaranteed bandwidth that the network will provide to the EVC. The sum total of the EVCs should not exceed the CIR. Business Critical Medium Class of Service (CoS).

**Alameda County of Office of Education
(ACOE) Internet Service Provider (ISP)
Contract**



Memorandum of Understanding with Oakland USD for Access Service

7/1/2022 to 6/30/2027

This agreement is between Oakland Unified School District (hereinafter, "Client") and Alameda County Office of Education Network (hereinafter, "ACOENet") for connection service to the statewide K-20 network ("K12 Highspeed Network") and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network ("K12 HSN") and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

1. SERVICES

Services provided by ACOENet are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

2. PAYMENT

In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

The services outlined above shall be provided from 7/1/2022 to 6/30/2027. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

5. ASSIGNABILITY

Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOENet.

6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulations of ACOENet (See Appendix B). Client shall indemnify and hold harmless ACOENet, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from use of ACOENet which may occur to persons or property as a result of its use of ACOENet or permitted by ACOENet, in good faith with due care and without negligence in reliance upon instructions or orders received from Client as to anything arising in connection with this agreement. ACOENet shall be without liability to Client with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

Client agrees to use ACOENet at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOENet services. ACOENet specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOENet be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOENet against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from Client's use of ACOENet.

ACOENet shall indemnify and hold harmless Client, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by Client in good faith with due care and without negligence in reliance upon instructions or orders received from ACOENet as to anything arising in connection with its performance under this agreement. Client shall be without liability to ACOENet with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

The Parties agree that the Laws of the State of California govern this agreement. The Parties agree that the County of Alameda, in which ACOENet and Client are located, shall be the forum for any legal action relating to this agreement and the services provided by ACOENet to Client thereunder.

7. **PRIVACY**

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property of the client. Client district student data will not be used for any commercial gain. Furthermore, any student data residing on ACOENet platforms will be removed within 90 days of the termination of this agreement.

8. **PENALTIES FOR IMPROPER USES**

Any Client violating ACOENet Acceptable Use Policy is subject to loss of network privileges. In addition, pursuant to California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of Section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. All clients are required to adopt, at a minimum, the ACOENet Acceptable Use Policy ("AUP") and are encouraged to create their own.

9. **NOTICES**

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

**Alameda County Office of Education
Attn: Business Services
313 West Winton Avenue,
Hayward, CA 94544**

**Oakland Unified School District
Attn: Chief Technology Officer
1000 Broadway, Suite 300
Oakland, CA 94607**

10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11. INTERPRETATION/CONSTRUCTION

The headings set forth in this agreement are for convenience only and shall not be used in interpreting this agreement. This agreement has been drafted by both Parties hereto. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this agreement.

12. ENTIRE AGREEMENT

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

13. EXECUTION IN COUNTERPARTS

This agreement may be executed in multiple counterparts by way of facsimile or Adobe pdf format, each of which shall be deemed an original and all of which together shall constitute one agreement.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ACOENet certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement certifies that ACOENet does not appear on the Excluded Parties List (<https://www.sam.gov/>).

15. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this agreement as if fully set forth herein for the purposes of describing the services offered, setting forth the fee schedule, and determining the amount Client must pay for selected services.

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

2. The AUP outlined in Appendix B is local policy for ACOENet. ACOENet is an official Node Site for the K12 High-speed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 High-speed Network) the K12 HSN AUP supersedes local policies.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION: Oakland Unified School District and ACOENet

850.4
Gary Yee, President, Board of Education Doug D'Amour, Director
Printed name and title 3/10/2022 Printed name and title

[Signature] *[Signature]*
Kyla Johnson Trammell, Secretary, Board of Education 2/8/22
Signature 3/10/2022 Date Signature Date

Approved as to form by OUSD Attorney Carrie Rasmussen on 2/27/2022

Carrie M. Rasmussen

Legislative File Id. No. 22-0543
Introduction Date: 3/9/2022
Enactment No. 22-0396
Enactment Date: 22-0396 er

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

Schedule A

Schedule of Services

ACOENet reserves the right to refuse service to anyone at any time for violation of this agreement.

Organization: Oakland Unified School District

Please select Access Type/Speed	Qty.	Description	Annual Cost
<input type="checkbox"/>	1	Access (without transport) / 10 Gbps	\$36,450.00
<input type="checkbox"/>	1	Multi-year discount (15%)	(\$5,467.50)
			\$30,982.50

Initials:

ORGANIZATION



ACOENet

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

Appendix A

ACOENet Access Services List

Access

ACOENet provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOENet will help match Client's need for service with available funds. ACOENet can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Included:

- Secure, monitored and managed K12HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the ACOE Network Operations Center (NOC)
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Primary or secondary domain name hosting service
- Network monitoring from the ACOE NOC to the Client border router
- Coordination of circuit support between the local carrier and Client's IT personnel
- Bandwidth usage reports for districts
- Assistance with circuit selection and provisioning

ACOENet Access Fees *(based on a 12 month commitment)*

Port Speed	Annual Cost
5 Gbps	(1) \$28,800/(2) n/a
10 Gbps	(1) \$36,450/(2) n/a
20 Gbps	(1) \$70,900/(2) n/a

- (1) For point to point network connection
(2) For cloud-based connection

The pricing contained in this agreement is contingent upon the full funding of the K12 High Speed Network (K12 HSN) in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes its pricing schedule.

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

Appendix B

Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027

- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOENet, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOENet to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.

Contract # 2023001 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2027