

**Manor Independent School District**  
**Board of Trustees Board Meeting Agenda Item**  
*January 21, 2025*

<b>CONSENT ITEM SHEET</b>
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**RE:** Consider and possible action regarding the purchase of Spectrum 10 Gbps Leased Lit Fiber Internet Services, including possible delegation of authority to the Superintendent or his designee to enter into agreement(s) with selected vendor(s)/contractor(s)

**Supporting Documents:**

- 1) Quote Summary
- 2) Vendor bid documents

**District Goals: Goal 5**

FACILITIES & MAINTENANCE- By 2026, Manor ISD will proactively provide facilities to ensure 100% of scholars will have safe, well-maintained, environmentally sustainable, and community accessible facilities.

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*Bottom of Form*

**Background Information:**

This item is for the purchase of Charter Communications Operating, LLC / Spectrum 5-year leased lit fiber internet services to support district internet services for the life of the E-Rate cycle.

**Fiscal Implications:**

The best value for the District is for \$142,500 from Charter Communications Operating, LLC / Spectrum. This will be paid for through E-Rate (90%) and technology local funds (10%). The cost will not exceed \$150,000 (\$28,500 annually).

**Administrative Recommendation:**

Administration recommends the Board approve this quote as providing the best value for the District and delegate authority for the Superintendent or his designee to finalize an agreement with the top-ranked vendor.

**Proposed Motion Language:**

*“I move that the Board approve the proposed quote from Charter Communications Operating, LLC / Spectrum as presented by Administration as providing the best value for the District for purchase of 10 Gbps Leased Lit Fiber Internet Services., and delegate authority to the Superintendent or his designee to finalize the purchase.”*

Mr. Joe Mendez

\_\_\_\_\_  
**Contact Person**

Dr. Robert Sormani

\_\_\_\_\_  
**Approved by Superintendent**

# Manor ISD Quote Summary

The MISD Quote Summary sheet is to be used for purchases that require more than one quote. In the shaded spaces below, the end user is to provide all applicable information necessary for the MISD Purchasing Office to review. A minimum of two (2) vendors must be contacted when two or more are available.

**NOTE:** The end user must attach this Quote Summary Sheet and quotes documentation with purchase requisition when more than 1 quote is required.

Using...	Local Funds	Grant Funds
<b>Purchase Price</b>	<b>Quote(s) Required</b>	<b>Quote(s) Required</b>
\$1 - \$9,999	1 Quote	1 Quote
\$10,000 - \$49,999	1 Quote from Coop or 3	3 Quotes & Quote Summary
≥ \$50,000	BOARD APPROVAL	BOARD APPROVAL
50,000 or greater	Formal Bid Required	Formal Bid Required

## Quote Information

DESCRIPTION: Manor ISD Internet Services RFP 250003151 (Erate) Funding year 2025-2026 - 5 Year Contract

DATE: 1/10/25

CAMPUS/DEPT: Technology Department

CONTACT: David Gonzalez

PHONE: 512-278-4997

## Supplier Information

**Vendor #1**

Company Name: Spectrum

City/State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Response Type: RFP BID

Cooperative: \_\_\_\_\_

Quote #: \_\_\_\_\_

**Vendor #2**

Company Name: AT&T Business

City/State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Response Type: RFP BID

Cooperative: \_\_\_\_\_

Quote #: \_\_\_\_\_

**Vendor #3**

Company Name: EM3 Networks

City/State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Response Type: RFP BID

Cooperative: \_\_\_\_\_

Quote #: \_\_\_\_\_

**Vendor #4 (if applicable)**

Company Name: \_\_\_\_\_

City/State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Response Type: \_\_\_\_\_

Cooperative: \_\_\_\_\_

Quote #: \_\_\_\_\_

## Quote Responses

Item / Service Description	Qty	Unit	Vendor #1		Vendor #2		Vendor #3		Vendor #4	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1 Leased Lit Fiber - 10 Gbps Internet Services	5	Annual	\$ 28,500.00	\$ 142,500.00	\$ 37,132.56	\$ 185,662.80	\$ 35,340.00	\$ 176,700.00	\$ -	\$ -
2 Static IP Address	29		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*Shipping / Freight Cost (if applicable)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			\$ 28,500.00	\$ 142,500.00	\$ 37,132.56	\$ 185,662.80	\$ 35,340.00	\$ 176,700.00	\$ -	\$ -

\*All shipping / freight cost must be included in the total

Manor ISD utilized Region 12 to facilitate the Request for Proposals (RFP) process for E-Rate services. Among the three bids received, Spectrum submitted the lowest-cost proposal. As Spectrum is also the district's current Internet Service Provider (ISP), selecting them ensures minimal to no disruption in service. We line the 5 year contract with our E-Rate funding services.

COMMENTS:

## Award Information

Recommended Vendor: Spectrum

Award Amount: \$ 142,500.00

Reason for Award: Lowest cost and current ISP.



301 W Whaley  
Longview, TX 75601  
www.att.com

Office: 469.295.2907  
cw5195@att.com

**Dec 2, 2024**  
**MANOR ISD**  
**10335 US HWY 290 E**  
**Manor, TX 78653**

**RE: 470 250003151 and RFP**

Dear MANOR ISD,

On behalf of AT&T, I thank MANOR ISD for the opportunity to respond to your eRate 470 Request For Pricing.

Today, we're shaping the future with premium content, high-speed networks, direct-to-consumer relationships and an advanced ad technology platform. AT&T and its employees are united by a shared desire to inspire progress and change the world for the better.

AT&T is working with the public sector to transform the business of government by bringing together solutions that help protect, serve and connect. We're helping government customers across federal, state, local and international markets modernize the way they operate. And we're helping advance K-12 and higher education institutions. Why? To help make your community safer, smarter and stronger.

Based upon your 470 request, we are proposing the following services:

➤ **AT&T Dedicated Internet (ADI) – AT&T Enterprises LLC SDL SPIN 143001192**

**Please note:**

The information and pricing contained in this proposal is valid for the funding period known as E-Rate Funding Year 2025. Rates provided in this response do not include applicable taxes, surcharges or fees.

This response to your request **does not** take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract(s). We will need to have executed contracts prior to the close of the 471 filing date. Delays in signing required contracts may impact SLD funding as well as due date intervals.

We look forward to the opportunity to work with you. Please do not hesitate to contact us for assistance at any time.

Sincerely,  
*Chuck White*

Chuck White  
Sales Marketing/Program Support-Erate  
AT&T Contractor  
cw5195@att.com



## E-Rate Proposal for MANOR ISD

December 03, 2024



**To:**

David Gonzalez, Assistant Director of Technology  
MANOR IND SCHOOL DIST  
10335 US HIGHWAY 290 E  
MANOR, TX 786534686

**From:**

**Chuck White, AT&T SPECIALIZED SALES-ACCOUNT MANAGEMENT**  
Office: 469.295.2907  
Email: cw5195@att.com

**Edmundo Lopez, AT&T SENIOR CLIENT SOLUTIONS EXEC 2 HYBRID**  
Office: +1 210.815.2312 | Wireless: +1 210.289.8253  
Email: edmundo.lopez.iii@att.com

## Introduction

In response to **MANOR IND SCHOOL DIST's Form 470 bid #250003151**, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-Rate funding. The solution includes the following components:

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

## Features and Benefits

The solution gives you the following:

- **Reliable Service** starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **Customizable Service** includes maintenance, service, and support options, so you can choose the level of network management you need. And speed options range from

10Mbps to 1Tbps (some speeds may not be available in all areas). As a result, you can customize your service to meet your needs now and in the future.

- **AT&T Business Center Portal** provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.

## Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-Rate Experience**—AT&T has participated in the E-Rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-Rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-Rate program, go to [corp.att.com/erate](http://corp.att.com/erate).
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.





We're investing in connectivity and technology, digital literacy, and digital learning solutions to **help connect today's learners with success**—in and out of the classroom. It's part of our **\$2 billion commitment to help bridge the digital divide**.

Learn more at [att.com/connectedlearning](http://att.com/connectedlearning).

## Solution Pricing

Pricing for AT&T Dedicated Internet is based on the following term:

**12 months with (4) 1-Year Renewal Extension Options**

**36 months with (2) 1-Year Renewal Extension Options**

**60 months with (0) 1-Year Renewal Extension Options**

Note: MRC = monthly recurring charge and NRC = non-recurring charge

There are no Special Construction Charges required.

### ADI 1YR Rates - SPIN 143001192

Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router	Total MRC	NRC
10 Gig	\$800.00	10.0 Gig	\$16,686.40	\$17,486.40	\$0.00
100 Gig	\$5,000.00	20.0 Gig	\$36,242.55	\$41,242.55	\$0.00
100 Gig	\$5,000.00	30.0 Gig	\$37,330.20	\$42,330.20	\$0.00

**\*\*PLEASE NOTE: 15G and 25G rates requested are not available. Please see 20G and 30G pricing provided.**

ADI 3YR & 5YR Rates - SPIN 143001192					
Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router	Total MRC	NRC
10 Gig	\$800.00	10.0 Gig	\$2,294.38	\$3,094.38	\$0.00
100 Gig	\$3,000.00	20.0 Gig	\$8,859.29	\$11,859.29	\$0.00
100 Gig	\$3,000.00	30.0 Gig	\$9,125.16	\$12,125.16	\$0.00

**\*\*PLEASE NOTE: 15G and 25G rates requested are not available. Please see 20G and 30G pricing provided. If upgrading from 10G to 20G or greater, a new 100G circuit will need to be installed for the fiber access.**

**We are submitting our proposal based on the address below ONLY.** Please let us know if these are not the correct address(es) - ASAP! Additional sites may qualify for this pricing pending further fiber availability review.

Locations:
MANOR ISD ADMIN BUILDING @ 10335 US HWY 290 E Manor, TX 78653

This solution includes the Ethernet access circuit, AT&T Managed Internet Service, AT&T owned and managed Router and AT&T technician installation. At speeds greater than 100Mbps, an optical interface (1000Base-SX multi-mode or 1000Base-LX single mode) or a 10GigE interface is required. AT&T Technician onsite installation, setup and testing of the managed router is provided at no cost. AT&T personnel unpack, mount, connect, configure, and test the managed router.

Should conduit be required on your property to facilitate fiber installation, AT&T will provide up to 1000ft. of conduit at no cost.

Static IP addresses are provided by AT&T Internet.

**Please note that we are not providing any Cat 2 equipment or services with this response.**



Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	143001192

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

## Optional Services

AT&T is presenting this additional product information to alert you to other important services that can be very useful to MANOR IND SCHOOL DIST's educational goals and overall security concerns. These services are optional and are not contingent on the purchase of any E-Rate eligible services from AT&T.

**PLEASE NOTE:** AT&T is not making any determinations, representations, or warranties regarding the E-Rate eligibility of these additional products and services. The eligibility of these products and services for E-Rate funding is solely determined by USAC and/or the FCC based on the applicants E-Rate discount request. Among the products and services are:

- **Wireless/Wireline Voice Services**
  - **Mobile data<sup>1</sup> plans** can help your staff stay connected. As of 2Q24, AT&T 5G network now reaches more than 300 million people. AT&T 5G+ using mid-band spectrum is available nationwide, covering more than 230 million people. Check the coverage in your area at [www.att.com/maps/wireless-coverage](http://www.att.com/maps/wireless-coverage).
  - **Wireline voice services** can expand the capabilities of your AT&T Dedicated Internet (ADI) access—add Voice over IP with AT&T IP Flexible Reach service.
- **AT&T Wireless Broadband** is a wireless data service that features a flat monthly rate with no overage charges. Its rate plans provide wireless data connectivity for compatible 4G LTE or 5G/5G+ routers and mobile hotspots. Whether used as the primary or failover service, our AT&T Wireless Broadband plans can provide a cost-effective alternative for critical applications, a diverse data backup option, or a quick deployment connection for new or remote locations.
- **FirstNet** wireless services are designed to improve public safety communications, coordination, and response times, leading to safer and more secure communities. This can be crucial during times of crisis. For more information, visit [firstnet.com](http://firstnet.com).
- **AT&T Cybersecurity** can help protect your network from constantly evolving threats. Our cybersecurity professionals have helped schools and districts with limited IT resources get the security features they need at a price that meets their budget. To learn more about our security services portfolio, visit [cybersecurity.att.com](http://cybersecurity.att.com) or call 650.713.3333.

For further information on our solutions and pricing, contact your AT&T sales representative.

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<sup>1</sup> Mobile Data plans may be eligible for E-Rate program support only in instances when the School or Library seeking support demonstrates to the USAC that they are the most cost-effective option for providing internet access based on an Applicant's request for E-Rate discounts. AT&T makes no determinations, representations, or warranties regarding such eligibility.

## Important Information

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

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

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

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

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

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

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

**Special Construction Charges**—Site visit may be required, and any potential special construction and on-site facilities charges are not known by AT&T at this time. Customer should note that Special Construction charges may apply when the order is placed for services.

**Termination Fees**—If AT&T is the current provider of service at a location and customer continues the identical service at that location, termination charges would not apply to such service at such location. If AT&T is not the current provider, AT&T does not agree to pay off termination charges to another service provider.



**AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.**

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

**Implementation**—AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the customer's network. The customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution. Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](http://www.usac.org/e-rate).



**MULTI-SERVICE AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
Manor Independent School District Street Address: 10335 US Hwy 290E City: Manor State/Province: TX Zip Code: 78653 Country: USA	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: Angela Matthews Title: Street Address: same as above City: State/Province: Zip Code: Country: USA Telephone: 512-278-4975 Fax: Email: angela.matthews@esc12.net	Street Address: 208 S Akard St City: Dallas State/Province: TX Zip Code: 75202 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") is effective when signed by both parties.	
Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Name: Angela Matthews	Name: Gabriela Ratulowski
Title: Chief Technology Officer	Title: Contract Manager
Date: 3/31/15	Date: 16 Apr 2015

**Agreement:** The terms and conditions for the products and services that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at att.com/service publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

**Affiliate Signature:** An AT&T or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause respective Affiliates to comply with any such separate and associated contract.

**Services:** AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any

Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

**Ordering:** If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.

**Access to Premises:** Customer will in a timely manner allow AT&T to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes,

wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**Hazardous Materials:** Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

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

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Equipment:** Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

**Prices, Pricing Schedule Term and Taxes:** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

If required by law to withhold or deduct applicable taxes from payments due to AT&T, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to AT&T such evidence as may be

required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**Billing, Payments, Deposits and MARC:** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice.

AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

**Termination Charges:** If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

**Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS

AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.

**Import/Export Control:** Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations



## MULTI-SERVICE AGREEMENT

applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

### Definitions:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
cust_lgl_nam doing_bus_as_head doing_bus_as Street Address: street_Cust City: city_Cust state_Province : state_Cust Zip Code: zip_Cust Country: country_Cust	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: name_CustCont l_CustCont Title: title_CustCont Street Address: street_CustCont City: city_CustCont State/Province: state_CustCont Zip Code: zip_CustCont Country: country_CustCont Telephone: phone_CustCont Fax: fax_CustCont Email: email_CustCont Customer Account Number or Master Account Number: customer_number	Name: name_AttS Street Address: street_AttS City: city_AttS State/Province: State_AttS Zip Code: zip_AttS Country: country_AttS Telephone: phone_AttS Fax: fax_AttS Email: email_AttS Sales/Branch Manager: m_AttS SCVP Name: scvp_AttS Sales Strata: sstrata_AttS Sales Region: sregion_AttS <u><b>With a copy (for Notices) to:</b></u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name1: name_AttSPRI Company Name: cnam_AttSPRI Agent Street Address: street_AttSPRI City: city_AttSPRI State: state_AttSPRI Zip Code: zip_AttSPRI Country: country_AttSPRI Telephone: phone_AttSPRI Fax: fax_AttSPRI Email: email_AttSPRI Agent Code agcode_AttSPRI	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <b>NOT EXECUTABLE</b>	By: <b>NOT EXECUTABLE</b>
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>term_of_contract months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)**

**Section I: AT&T Dedicated Internet  
 Access Bandwidth -**

**Table 1: Tiered T-1, NxT-1, E-1 And Frame – Flat Rate Billing Option**

56k 128k 128k 128k 512k 512k 512k T1F E1F NxT1 NxT1 NxT1 NxT1 NxT1 NxT1 NxT1					
Access Method	Speed	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Discount	
N/A	56/64 Kbps†	\$190	\$260	56k %	
T-1	128 Kbps†	\$225	\$295	128k %	
T-1	256 Kbps†	\$280	\$350	128k %	
T-1	384 Kbps†	\$335	\$405	128k %	
T-1	512 Kbps†	\$390	\$460	512k %	
T-1	768 Kbps†	\$410	\$480	512k %	
T-1 – Frame*	1024 Kbps*	\$425	\$495	512k %	
T-1	T-1	\$470	\$540	T1F %	
E-1*	E-1	\$470	\$540	E1F %	
2xT-1	3 Mbps	\$850	\$1,145	NxT1 %	
3xT-1	4.5 Mbps	\$1,100	\$1,395	NxT1 %	
4xT-1	6 Mbps	\$1,250	\$1,545	NxT1 %	
5xT-1	7.5 Mbps	\$1,480	\$2,360	NxT1 %	

AT&T and Customer Confidential Information

Page 2

ASAP! ICB GCS\_UIID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

6xT-1	9 Mbps	\$1,715	\$2,595	NxT1 %
7xT-1	10.5 Mbps	\$1,915	\$2,795	NxT1 %
8xT-1	12 Mbps	\$2,190	\$3,070	NxT1 %

\* Speed not available with MPLS PNT.

†Speed available only with MPLS PNT Feature.

**Table 2: ADI N x 10 Gig Ethernet\*\* – Flat Rate Billing Option**

Nx10Gbps		
Speed	Undiscounted ADI MRC	Discount
2x -10.0 Gbps	\$1,500,000	Nx10Gbps %
3x -10.0 Gbps	\$2,220,000	Nx10Gbps %
4x -10.0 Gbps	\$2,920,000	Nx10Gbps %

\* Service not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 3: Burstable T-1**

Discount: : T1B %

Sustained Usage	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
up to 128 Kbps	\$270	\$340
128.01 - 256 Kbps	\$340	\$410
256.01 - 384 Kbps	\$405	\$475
384.01 - 512 Kbps	\$470	\$540
512.01 Kbps - 1.544 Mbps	\$565	\$635

**Table 4: DNS Services**

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

**Table 5: ATM And Tiered T-3**

Discount: T3F %

Access Method	Speed	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC
ATM*	2 Mbps	\$590	\$885
ATM*	3 Mbps	\$850	\$1,145
ATM*	4 Mbps	\$1,075	\$1,370
ATM*	5 Mbps	\$1,125	\$1,420
ATM*	6 Mbps	\$1,250	\$1,545
ATM*	7 Mbps	\$1,415	\$2,295
ATM*	8 Mbps	\$1,565	\$2,445
ATM*	9 Mbps	\$1,715	\$2,595
ATM*/T-3	10 Mbps	\$1,840	\$2,720

AT&T and Customer Confidential Information

Page 3

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

ATM*/T-3	15 Mbps	\$2,465	\$3,345
ATM*/T-3	20 Mbps	\$3,090	\$3,970
ATM*/T-3	25 Mbps	\$3,725	\$4,605
ATM*/T-3	30 Mbps	\$4,350	\$5,230
ATM*/T-3	35 Mbps	\$4,990	\$5,870
ATM*/T-3	40 Mbps	\$5,615	\$6,495
T-3	45 Mbps	\$6,250	\$7,130

\* Access Method not available with MPLS PNT.

**Table 6: Burstable T-3**

**Discount: T3B %**

Sustained Usage	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC
up to 6.0 Mbps	\$1,515	\$1,810
6.01 - 7.5 Mbps	\$1,790	\$2,670
7.51 - 9.0 Mbps	\$2,065	\$2,945
9.01 - 10.5 Mbps	\$2,290	\$3,170
10.51 - 12.0 Mbps	\$2,515	\$3,395
12.01 - 13.5 Mbps	\$2,740	\$3,620
13.51 - 15.0 Mbps	\$2,965	\$3,845
15.01 - 16.5 Mbps	\$3,150	\$4,030
16.51 - 18.0 Mbps	\$3,340	\$4,220
18.01 - 19.5 Mbps	\$3,525	\$4,405
19.51 - 21.0 Mbps	\$3,715	\$4,595
21.01 - 45.0 Mbps	\$7,515	\$8,395

**Table 7: Flexible Bandwidth Billing Option - Burstable T-3**

ADI & ADI w/Managed Router Discount: T3H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: T3H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/Managed Router Discount for the following: T3H1</b>			<b>Incremental Usage Fee Discount for the following: T3H1_u</b>
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
<b>ADI &amp; ADI w/Managed Router Discount for the following: T3H2</b>			<b>Incremental Usage Fee Discount for the following: T3H2_u</b>
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190

AT&T and Customer Confidential Information

Page 4

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

25 Mbps	\$3,725	\$4,605	\$180
<b>ADI &amp; ADI w/Managed Router Discount for the following: T3H3</b>			<b>Incremental Usage Fee Discount for the following: T3H3_u</b>
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	N/A

**Table 8: ADI Access Redundancy Option  
 (MARO) - Burstable T-1 with Shadow Billing Option**

Discount: ST1T3 %

Sustained Usage	Undiscounted ADI w/Managed Router MRC
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170
up to 128kbps	\$340
128.01 - 256 Kbps	\$410
256.01 - 384 Kbps	\$475
384.01 - 512 Kbps	\$540
512.01 Kbps - 1.544 Mbps	\$635

**Table 9: MARO Burstable T-3 with Shadow Billing Option**

Discount: ST1T3 %

Sustained Usage	Undiscounted ADI w/ Managed Router MRC
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800
Up to 6.0 Mbps	\$1,810
6.01 – 7.5 Mbps	\$2,670
7.51 – 9.0 Mbps	\$2,945
9.01 – 10.5 Mbps	\$3,170
10.51 - 12.0 Mbps	\$3,395
12.01 - 13.5 Mbps	\$3,620
13.51 - 15.0 Mbps	\$3,845
15.01 - 16.5 Mbps	\$4,030
16.51 - 18.0 Mbps	\$4,220
18.01 - 19.5 Mbps	\$4,405
19.51 - 21.0 Mbps	\$4,595
21.01 - 45.0 Mbps	\$8,395

**Table 10: Redundancy Features - Monthly Charges**

ABN CPE_R BNR OLB		
Option	MRC	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: \$500	ABN %
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	CPE_R %

**AT&T and Customer Confidential Information**

Page 5

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	BNR %
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & Nxt1: \$350 T3 & OC3: \$875	OLB %

**Table 11: ADI and MARO Features - Installation Fees**

**Discount:** ncs\_prep\_nrc %

Option	Undiscounted ADI & ADI w/Managed Router Installation Fee
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

**Table 12: ADI Tele – Installation**

**Discount:** tele\_install %

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet*	\$10,000#	N/A

\* Service not available with MPLS PNT.

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

# Pricing also applies to Service locations in Alaska.

**Table 13: ADI Tele – Installation**

**Discount:** tele\_install %

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet* and up	\$1,500#	\$1,500

\* Service not available with MPLS PNT

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

**AT&T and Customer Confidential Information**

Page 6

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

# Pricing also applies to Service locations in Alaska

**Table 14: On-Site Installation**

**Discount:** onsite\_install %

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*

\* Pricing also applies to Service locations in Alaska.

**Table 15: On-Site Installation**

**Discount:** onsite\_install %

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 16: ATM\* and Tiered OC-3**

**Discount:** OC3T %

Speed	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
2 Mbps	\$590	\$885
3 Mbps	\$850	\$1,145
4 Mbps	\$1,075	\$1,370
5 Mbps	\$1,125	\$1,420
6 Mbps	\$1,250	\$1,545
7 Mbps	\$1,415	\$2,295
8 Mbps	\$1,565	\$2,445
9 Mbps	\$1,715	\$2,595
10 Mbps	\$1,840	\$2,720
15 Mbps	\$2,465	\$3,345
20 Mbps	\$3,090	\$3,970
25 Mbps	\$3,725	\$4,605
30 Mbps	\$4,350	\$5,230
35 Mbps	\$4,990	\$5,870

**AT&T and Customer Confidential Information**

Page 7

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

40 Mbps	\$5,615	\$6,495
45 Mbps	\$6,250	\$7,130
60 Mbps	\$7,825	\$9,005
155 Mbps (not available with ATM)	\$17,800	\$18,980

\* ATM not available with MPLS PNT.

**Table 17: Burstable OC-3**

**Discount: OC3B %**

Sustained Usage	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
Up to 35.0 Mbps	\$5,990	\$6,870
35.01 to 45.0 Mbps	\$7,515	\$8,395
45.01 to 55.0 Mbps	\$8,765	\$9,945
55.01 to 65.0 Mbps	\$10,025	\$11,205
65.01 to 75.0 Mbps	\$11,290	\$12,470
75.01 to 85.0 Mbps	\$12,550	\$13,730
85.01 to 100.0 Mbps	\$14,440	\$15,620
100.01 to 125.0 Mbps	\$17,590	\$18,770
125.01 to 155.0 Mbps	\$21,365	\$22,545

**Table 18: Flexible Bandwidth Billing Option - Burstable OC-3**

ADI & ADI w/Managed Router Discount: OC3H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC3H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC3H1</b>			<b>Incremental Usage Fee Discount for the following: OC3H1_u</b>
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC3H2</b>			<b>Incremental Usage Fee Discount for the following: OC3H2_u</b>
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC3H3</b>			<b>Incremental Usage Fee Discount for the following: OC3H3_u</b>
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	N/A

**Table 19: Tiered OC-12**

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Discount: OC12T %**

Speed	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
622 Mbps	\$50,700	\$52,505

**Table 20: Burstable OC-12**

**Discount: OC12B %**

Speed	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

**Table 21: Flexible Bandwidth Billing Option - Burstable OC-12**

ADI & ADI w/Managed Router Discount: OC12H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC12H_u This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC12H1</b>			<b>Incremental Usage Fee Discount for the following: OC12H1_u</b>
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC12H2</b>			<b>Incremental Usage Fee Discount for the following: OC12H2_u</b>
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
<b>ADI &amp; ADI w/Managed Router Discount for the following: OC12H3</b>			<b>Incremental Usage Fee Discount for the following: OC12H3_u</b>
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC12H4</b>			<b>Incremental Usage Fee Discount for the following: OC12H4_u</b>
400 Mbps	\$35,140	\$36,945	\$110

AT&T and Customer Confidential Information

Page 9

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

**Table 22: Tiered OC-48**

**Discount: OC48T %**

Speed	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
2.5 Gbps	\$196,000	\$199,055

**Table 23: Burstable OC-48**

**Discount: OC48B %**

Sustained Usage	Undiscounted ADI MRC	Undiscounted ADI w/Managed Router MRC
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

**Table 24: Flexible Bandwidth Billing Option - Burstable OC-48**

ADI & ADI w/ Managed Router Discount: OC48H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC48H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC48H1</b>			<b>Incremental Usage Fee Discount for the following: OC48H1_u</b>
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
<b>ADI &amp; ADI w/ Managed Router Discount for the following: OC48H2</b>			<b>Incremental Usage Fee Discount for the following: OC48H2_u</b>
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100

AT&T and Customer Confidential Information

Page 10

ASAP! ICB GCS\_UIID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

ADI & ADI w/ Managed Router Discount for the following: OC48H3			Incremental Usage Fee Discount for the following: OC48H3_u
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

Table 25: Flexible Bandwidth Billing Option – Ethernet\*

ADI & ADI w/Managed Router Discount: Gig_E Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: GigE_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E1</b>			<b>Incremental Usage Fee Discount for the following: GigE1_u</b>
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E2</b>			<b>Incremental Usage Fee Discount for the following: GigE2_u</b>
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E3</b>			<b>Incremental Usage Fee Discount for the following: GigE3_u</b>
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E4</b>			<b>Incremental Usage Fee Discount for the following: GigE4_u</b>
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150

AT&T and Customer Confidential Information

Page 11

ASAP! ICB\_GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E5</b>			<b>Incremental Usage Fee Discount for the following: GigE5_u</b>
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E6</b>			<b>Incremental Usage Fee Discount for the following: GigE6_u</b>
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E7</b>			<b>Incremental Usage Fee Discount for the following: GigE7_u</b>
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E8</b>			<b>Incremental Usage Fee Discount for the following: GigE8_u</b>
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
900 Mbps	\$70,875	\$73,930	\$100
1000 Mbps	\$78,250	\$81,305	N/A

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 26: Flexible Bandwidth Billing Option – Ethernet\***

<b>ADI &amp; ADI w/Managed Router Discount: Gig_E</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: GigE_u</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
<b>Tiered Bandwidth Minimum Commitment</b>	<b>Undiscounted ADI MRC</b>	<b>Undiscounted ADI w/ Managed Router MRC</b>	<b>Undiscounted Incremental Usage Fee</b>
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E1</b>			<b>Incremental Usage Fee Discount for the following: GigE1_u</b>
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235

AT&T and Customer Confidential Information

Page 12

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

9 Mbps	\$267	\$395	\$230
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E2</b>			<b>Incremental Usage Fee Discount for the following: GigE2_u</b>
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E3</b>			<b>Incremental Usage Fee Discount for the following: GigE3_u</b>
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E4</b>			<b>Incremental Usage Fee Discount for the following: GigE4_u</b>
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E5</b>			<b>Incremental Usage Fee Discount for the following: GigE5_u</b>
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E6</b>			<b>Incremental Usage Fee Discount for the following: GigE6_u</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E7</b>			<b>Incremental Usage Fee Discount for the following: GigE7_u</b>
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
<b>ADI &amp; ADI w/ Managed Router Discount for the following: Gig_E8</b>			<b>Incremental Usage Fee Discount for the following: GigE8_u</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**AT&T and Customer Confidential Information**

Page 13

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 27: Flexible Bandwidth Billing Option – ADI 10 Gig Ethernet\*#**

ADI & ADI w/Managed Router Discount: 10Gig Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.		Incremental Usage Fee Discount: 10Gig_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted Incremental Usage Fee
<b>ADI Discount for the following: 10Gig_E</b>		<b>Incremental Usage Fee Discount for the following: 10GigE_u</b>
.5 Gbps	\$42,215	\$84.43
1.0 Gbps	\$78,250	\$78.25
<b>ADI Discount for the following: 10Gig_E1</b>		<b>Incremental Usage Fee Discount for the following: 10GigE1_u</b>
1.5 Gbps	\$119,625	\$79.75
2.0 Gbps	\$161,000	\$80.50
2.5 Gbps	\$196,000	\$80.25
<b>ADI Discount for the following: 10Gig_E2</b>		<b>Incremental Usage Fee Discount for the following: 10GigE2_u</b>
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
<b>ADI Discount for the following: 10Gig_E3</b>		<b>Incremental Usage Fee Discount for the following: 10GigE3_u</b>
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
<b>ADI Discount for the following: 10Gig_E4</b>		<b>Incremental Usage Fee Discount for the following: 10GigE4_u</b>
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
<b>ADI Discount for the following: 10Gig_E5</b>		<b>Incremental Usage Fee Discount for the following: 10GigE5_u</b>
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

\* Service not available with MPLS PNT.

#Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 28: Flexible Bandwidth Billing Option – ADI 10 Gig Ethernet\*#**

ADI & ADI w/Managed Router Discount: 10Gig Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.	Incremental Usage Fee Discount: 10Gig_u Applies to all Tiered Bandwidth Minimum Commitments in this table
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AT&T and Customer Confidential Information

Page 14

ASAP! ICB GCS\_UIID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

			unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI Discount for the following: 10Gig_E</b>			<b>Incremental Usage Fee Discount for the following: 10GigE_u</b>
.5 Gbps	\$5,658	\$7,000	\$70.00
1.0 Gbps	\$6,400	\$9,950	\$49.75
<b>ADI Discount for the following: 10Gig_E1</b>			<b>Incremental Usage Fee Discount for the following: 10GigE1_u</b>
1.5 Gbps	\$8,727	\$10,909	\$36.36
2.0 Gbps	\$9,091	\$12,276	\$30.69
2.5 Gbps	\$11,244	\$15,215	\$30.43
<b>ADI Discount for the following: 10Gig_E2</b>			<b>Incremental Usage Fee Discount for the following: 10GigE2_u</b>
3.0 Gbps	\$13,309	\$17,981	\$29.97
3.5 Gbps	\$14,400	\$19,462	\$27.80
4.0 Gbps	\$16,015	\$21,591	\$26.99
<b>ADI Discount for the following: 10Gig_E3</b>			<b>Incremental Usage Fee Discount for the following: 10GigE3_u</b>
4.5 Gbps	\$16,771	\$22,720	\$25.24
5.0 Gbps	\$18,196	\$24,553	\$24.55
5.5 Gbps	\$19,636	\$26,502	\$24.09
6.0 Gbps	\$21,309	\$28,768	\$23.97
<b>ADI Discount for the following: 10Gig_E4</b>			<b>Incremental Usage Fee Discount for the following: 10GigE4_u</b>
6.5 Gbps	\$22,589	\$30,499	\$23.46
7.0 Gbps	\$24,218	\$32,727	\$23.38
7.5 Gbps	\$25,760	\$34,793	\$23.20
8.0 Gbps	\$26,953	\$36,387	\$22.74
<b>ADI Discount for the following: 10Gig_E5</b>			<b>Incremental Usage Fee Discount for the following: 10GigE5_u</b>
8.5 Gbps	\$28,233	\$38,115	\$22.42
9.0 Gbps	\$28,931	\$39,069	\$21.71
9.5 Gbps	\$29,527	\$39,855	\$20.98
10.0 Gbps	\$30,909	\$41,716	\$20.86

\* Service not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 29: Integrated Port and Access**

Bandwidth	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Discount
2 Mbps/2 Mbps	\$868.00	\$1,000.00	ADIIPA22 %
3 Mbps/1 Mbps	\$829.00	\$961.00	ADIIPA31 %
4 Mbps/4 Mbps	\$1,053.00	\$1,184.00	ADIIPA44 %
6 Mbps/1 Mbps	\$921.00	\$1,053.00	ADIIPA61 %
12 Mbps/1.5 Mbps	\$1,316.00	\$1,447.00	ADIIPA1215 %
18 Mbps/1.5 Mbps	\$1,447.00	\$1,579.00	ADIIPA1815 %
24 Mbps/3 Mbps	\$1,645.00	\$1,776.00	ADIIPA243 %

**AT&T and Customer Confidential Information**

Page 15

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

45 Mbps/6 Mbps	\$2,132.00	\$2,263.00	ADIIPA456 %
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**Table 30: Flat Rate Billing Option - ADI 100 Gig (Ethernet or OTN)\*#**

ADI 100 Gig (Ethernet or OTN)*# – Flat Rate Billing Option			
Speed	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Discount
40 Gbps	\$62,871	\$84,485	40_100Gbps %
50 Gbps	\$73,393	\$98,789	50_100Gbps %
60 Gbps	\$78,957	\$105,623	60_100Gbps %
70 Gbps	\$84,800	\$112,799	70_100Gbps %
80 Gbps	\$90,934	\$120,334	80_100Gbps %
90 Gbps	\$97,376	\$128,245	90_100Gbps %
100 Gbps	\$104,174	\$136,595	100_100Gbps %

\* Service not available with MPLS PNT.

**Table 31: Flexible Bandwidth Billing Option – ADI 100 Gig (Ethernet or OTN)\*#**

Discount applied to ADI & ADI w/Managed Router: 100Gig			Incremental Usage Fee Discount: 100Gig_u
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee Per Mbps
40 Gbps	\$62,871	\$84,485	\$1.35
50 Gbps	\$73,393	\$98,789	\$1.35
60 Gbps	\$78,957	\$105,623	\$1.35
70 Gbps	\$84,800	\$112,799	\$1.35
80 Gbps	\$90,934	\$120,334	\$1.35
90 Gbps	\$97,376	\$128,245	\$1.35
100 Gbps	\$104,174	\$136,595	N/A

\* Service not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 32: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges**

Discount: cos\_mo %

Speed	Class of Service ADI & ADI w/ Managed Router MRC*#
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225

AT&T and Customer Confidential Information

Page 16

ASAP! ICB GCS\_UIID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 33: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges**

Discount: cos\_mo %

Speed	Undiscounted ADI & ADI w Managed Router MRC #
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000

**AT&T and Customer Confidential Information**

Page 17

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 34: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Charges**

Discount: cos\_mo %

Speed	Undiscounted ADI & ADI w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 35: Class Of Service Option - Installation Fees**

Discount: cos\_nrc %

Class of Service Undiscounted Installation Fee#	\$1,000
-------------------------------------------------	---------

\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 36: ADI+NCS Option**

Discount: ADI\_ncs %

Feature	Undiscounted ADI Only MRC
ADI + NCS Site License Fee (3 yr)	\$1,200
ADI + NCS Site License Fee (5 yr)	\$1,050
ADI + NCS Tier 1 Support	\$100

**AT&T and Customer Confidential Information**

Page 18

ASAP! ICB GCS\_UUID

RatePlanName

ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 37: ADI + NCS  
 Installation**

Discount: ncs\_prep\_nrc %

Feature	Undiscounted ADI Installation Fee
ADI + NCS Site Preparation	\$2,500

**Table 38: MPLS PNT Feature**

Discount: mpls\_ocx\_mo %

Access Method	Speed	Undiscounted ADI & ADI w/Managed Router MRC*
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps(Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512 Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

\* Subject to availability, pricing also applies to Service locations in Alaska.

**Table 39: MPLS PNT UniLink Feature**

Discount: UniLink %

Access Method	Speed	Undiscounted ADI PNT and ADI PNT w/ Managed Router* MRC
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AT&T and Customer Confidential Information

Page 19

ASAP! ICB GCS\_UIID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

\* Subject to availability, pricing also applies to Service locations in Alaska.

**Table 40: Aggregate Pricing\* – Minimum Bandwidth Commitments**

Port Access Speed	Minimum Bandwidth Commitment, per Port
T3	T3mbps
OC3	OC3mbps
OC12	OC12mbps
Ethernet	ETHmbps
OC48	OC48mbps
10 Gigabit Ethernet	10GIGmbps

\*Not available with MPLS PNT.

**Table 41: Aggregate Pricing\***

Usage Algorithm Selected: usage\_alg

Sustained Usage Level: sust\_usage

Price Point Calculation: prpt\_calc

Total Aggregate Usage		T3	OC3	OC12	OC48	Gigabit Ethernet	10 Gig Ethernet
From	To	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps
<DS>AGGRPRIC</DS> <CL>from</CL>	<CL>to</CL>	<CL>t3</CL>	<CL>oc3</CL>	<CL>oc12</CL>	<CL>oc48</CL>	<CL>eth</CL>	<CL>gig</CL>

\*Not available with MPLS PNT.

**Table 42: Revenue Based Discount Reward Plan\***

Monthly Net Billing		Additional Discount
From	To	
<DS>ADIDISC</DS> <CL>from</CL>	<CL>to</CL>	<CL>perc</CL>

\*Not applicable to MPLS PNT.

**Table 43: Local Access**

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
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AT&T and Customer Confidential Information

Page 20

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>Street, City, State, Zip</b>			
<CL>Loc</CL>	<CL>AccBand</CL>	<CL>LANRC</CL>	<CL>LARC</CL>

**Table 44: Professional Services**

	Description	Professional Services Non-Recurring Charge
<DS>ProfServices</DS> <CL>RElement</CL>	<CL>Desc</CL>	<CL>RateVal</CL>

**Table 45: Flat Rate Billing Option – ADI Nx100 Gig (Ethernet or OTN)\***

Nx100Gbps		
Speed	ADI Monthly Service Fee List Price	Discount
1x – 100.0 Gbps	\$104,174	Nx100Gbps %
2x -100.0 Gbps	\$208,348	Nx100Gbps %
3x -100.0 Gbps	\$312,522	Nx100Gbps %
4x -100.0 Gbps	\$416,696	Nx100Gbps %
5x -100.0 Gbps	\$520,870	Nx100Gbps %
6x -100.0 Gbps	\$625,044	Nx100Gbps %
7x -100.0 Gbps	\$729,218	Nx100Gbps %
8x -100.0 Gbps	\$833,392	Nx100Gbps %
9x -100.0 Gbps	\$937,566	Nx100Gbps %
10x -100.0 Gbps	\$1,041,740	Nx100Gbps %

\* Service not available with MPLS PNT.

**Table 46: Flexible Bandwidth Billing Option – ADI Nx100 Gig (Ethernet or OTN)\***

Nx100Gbps		
Speed	ADI Monthly Service Fee List Price	Discount
1x – 100.0 Gbps	\$104,174	0<N100Gig>0
2x -100.0 Gbps	\$208,348	0<N100Gig>0
3x -100.0 Gbps	\$312,522	0<N100Gig>0
4x -100.0 Gbps	\$416,696	0<N100Gig>0
5x -100.0 Gbps	\$520,870	0<N100Gig>0
6x -100.0 Gbps	\$625,044	0<N100Gig>0
7x -100.0 Gbps	\$729,218	0<N100Gig>0
8x -100.0 Gbps	\$833,392	0<N100Gig>0
9x -100.0 Gbps	\$937,566	0<N100Gig>0
10x -100.0 Gbps	\$1,041,740	0<N100Gig>0

\* Service not available with MPLS PNT.

**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

AT&T and Customer Confidential Information

Page 21

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Biz Note: the below updates are part of the BIB NextGen Router release**

**Discount: replacement\_mo %**

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

\* Pricing also applies to Service locations in Alaska.

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

**Discount: onsite\_maintenance\_mo %**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

\* Pricing also applies to Service locations in Alaska.

**Table 3: Life-Cycle Management Charges - Service Charges**

**Discount: lifecycle\_management\_nrc %**

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only**

**Discount: 100%**

Class of Service Monthly Charges	\$225*
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\* Pricing also applies to Service locations in Alaska.

**Table 5: IP Version Change**

**Discount: ip\_version\_change\_nrc %**

IP Version Change – Per Site, Per Occurrence	\$500*
----------------------------------------------	--------

\* Pricing also applies to Service locations in Alaska.

**Section III: Managed Firewall Service**

**Table 1: Router-and Server-Based Firewalls-Monthly Charges**

**AT&T and Customer Confidential Information**

Page 22

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

fw_rb_mo fw_sb_mo		
Option	MRC*	Service Component Discount
Router Based Firewall Option	\$300	fw_rb_mo %
Server Based Firewall Option	\$2,500	fw_sb_mo %

\* Pricing also applies to Service locations in Alaska.

**Table 2: Router-and Server-Based Firewalls-Installation Fees**

fw_rb_nrc fw_sb_nrc		
Option	Undiscounted Tele-Installation Fee*	Discount
Router Based Firewall	\$2500	fw_rb_nrc %
Server Based Firewall	\$5000	fw_sb_nrc %

\* Pricing also applies to Service locations in Alaska.

**Table 3: Server-Based High-End Firewall-Monthly Charges**

**Discount:** fw\_hb\_mo %

Option	Undiscounted MRC*
Hi Availability/Load Balancing (Cluster of 2 Firewalls)	\$6250
Additional Firewalls in High Availability Cluster (Up to 5 total)	\$2,500 per additional firewall

\* Pricing also applies to Service locations in Alaska.

**Table 4: Server-Based High-End Firewall-Installation Fees**

fw_hb_nrc fw_ahb_nrc		
Option	Undiscounted Installation Fee*	Additional Service Component Discount
Managed Firewall - Hi Availability/Load Balancing (Cluster of 2 Firewalls)	\$12,500	fw_hb_nrc %
Additional Firewalls in High Availability Cluster (above cluster of 2, up to a total of 5)	\$5,000 per additional firewall	fw_ahb_nrc %

\* Pricing also applies to Service locations in Alaska.

**Table 5: Server Based Firewall Options**

**(i) Monthly Service Charges**

**Discount:** fw\_sbop\_mo %

Server-Based Firewall Option	Undiscounted MRC*
Triple Homed Option (DMZ) (Server Based)	\$500
Double Homed Option (Unprotected DMZ)	\$0
URL Screening (Websense)	
Managed Firewall URL Screening 100 User	\$100.00
Managed Firewall URL Screening 500 User	\$350.00

**AT&T and Customer Confidential Information**

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Managed Firewall URL Screening 1000 User	\$500.00
Managed Firewall URL Screening 3000 User	\$900.00
Managed Firewall URL Screening 5000 User	\$1,250.00
100 Mb Ethernet Support - Managed Firewall 100Mb Ethernet	\$200.00
Support For Customer-Provided Strong Authentication Server	\$50.00
Managed Firewall - Support For Extranet	\$750.00
Managed Firewall - Support For Remote User VPN	\$0
Firewall to Firewall VPN - (AT&T Managed Firewall Location)	\$500
Firewall to Firewall VPN - (Customer Managed Firewall Location)	\$1000
Firewall Availability Reporting	\$500
Managed Firewall - Support For Hardware Encryption Acceleration	\$500

\* Pricing also applies to Service locations in Alaska.

**(ii) Installation Fees**

**Discount:** fw\_sbop\_nrc %

Firewall Option	Undiscounted Installation Fee*
Triple Homed Option (DMZ) (Server Based)	\$0
Double Homed Option (Unprotected DMZ)	\$200
URL Screening (Websense)	
Managed Firewall URL Screening 100 User	\$350.00
Managed Firewall URL Screening 500 User	\$350.00
Managed Firewall URL Screening 1000 User	\$350.00
Managed Firewall URL Screening 3000 User	\$350.00
Managed Firewall URL Screening 5000 User	\$350.00
100 Mb Ethernet Support - Managed Firewall 100Mb Ethernet	\$200.00
Support For Customer Provided Strong Authentication Server	\$250.00
Managed Firewall - Support for Extranet	\$500.00
Managed Firewall - Support for Remote User VPN	\$1000.00
Firewall to Firewall VPN - (AT&T Managed Firewall Location)	\$500
Firewall to Firewall VPN - (Customer Managed Firewall Location)	\$1000
Firewall Availability Reporting	\$500
Managed Firewall - Support For Hardware Encryption Acceleration	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 6: Triple-Homed Option - Router-based**

**Discount:** fw\_tho %

Option	Undiscounted Installation Fee*
Triple Homed Option	\$500

\*Subject to availability, pricing also applies to Service locations in Alaska.



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 7: On-Site Maintenance/Service Level Response Time Options - Monthly Charges**

**Discount:** fw\_sbop\_mo %

Maintenance/Service Level Response Time	Undiscounted MRC*
5 days/week, 8 hours/day, Next Business Day	Standard - available at no additional charge
5 days/week, 8 hours/day, 4 Business Hours	\$150.00
7 days/week, 8 hours/day Next Business Day	\$300.00
7 days/week, 24 hours/day, 4 Business Hours	\$500.00

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 8: MFS -- CASA Option -  
 Monthly Charges**

501b_mo 515b_mo 515p_mo 525p_mo 525a_mo 535a_mo		
Option	Undiscounted MRC*	Service Component Discount
Small Office	\$500.00	501b_mo %
Medium Office	\$2,000.00	515b_mo %
Medium Office High Availability	\$4,000.00	515p_mo %
Large Office High Availability	\$7,000.00	525p_mo %
Large Office High Availability GigE	\$7,500.00	525a_mo %
Extra-Large High Availability GigE	\$15,000.00	535a_mo %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table |<DOCSN\_2\_1\_i>: MFS -- CASA Option - Installation Fees**

501b_nrc 515b_nrc 515p_nrc 525p_nrc 525a_nrc 535a_nrc		
Option	Undiscounted Installation Fee*	Service Component Discount
Small Office	\$2,500.00	501b_nrc %
Medium Office	\$2,500.00	515b_nrc %
Medium Office High Availability	\$4,500.00	515p_nrc %
Large Office High Availability	\$10,500.00	525p_nrc %
Large Office High Availability GigE	\$11,000.00	525a_nrc %
Extra-Large High Availability GigE	\$18,500.00	535a_nrc %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 9: MFS -- CASA Options - Monthly Charges**

asa_vpn_mo asa_dmz_mo asa_exnet_mo		
Option	Undiscounted MRC*	Service Component Discount
Virtual Private Network Option	\$500.00	asa_vpn_mo %
DMZ Option	\$700.00	asa_dmz_mo %
Extranet Option	\$700.00	asa_exnet_mo %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**AT&T and Customer Confidential Information**

Page 25

ASAP! ICB GCS\_UUID

RatePlanName  
 ROME ID:

PS ADI 12/14/2020  
 AT&T Solution No.

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 10: MFS -- CASA Options -Installation Fees**

asa_vpn_nrc asa_url_nrc asa_dmz_nrc asa_exnet_nrc		
Option	Undiscounted Installation Fee*	Service Component Discount
Virtual Private Network Option	\$500.00	asa_vpn_nrc %
URL Filtering Option	\$1,000.00	asa_url_nrc %
DMZ Option	\$500.00	asa_dmz_nrc %
Extranet Option	\$500.00	asa_exnet_nrc %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 11: Managed Firewall Service - CN Option  
 - Standard AT&T CPE – Monthly Charges**

cn_sm_a_mo cn_sm_b_mo cn_sm_c_mo cn_med_a_mo cn_med_b_mo cn_med_c_mo cn_med_d_mo cn_lrg_a_mo cn_lrg_b_mo cn_lrg_c_mo cn_lrg_d_mo			
AT&T CPE Type of CN Appliance	Number of Users	Undiscounted MRC*	Service Component Discount
Small	1 - 25	\$500	cn_sm_a_mo %
Small	26 - 50	\$550	cn_sm_b_mo %
Small	51 - 100	\$600	cn_sm_c_mo %
Medium	1 - 50	\$1,825	cn_med_a_mo %
Medium	51 - 100	\$1,975	cn_med_b_mo %
Medium	101 - 250	\$2,095	cn_med_c_mo %
Medium	Unlimited	\$2,500	cn_med_d_mo %
Large	1 - 50	\$2,640	cn_lrg_a_mo %
Large	51 - 100	\$2,820	cn_lrg_b_mo %
Large	101 - 250	\$2,960	cn_lrg_c_mo %
Large	Unlimited	\$3,500	cn_lrg_d_mo %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 12: Managed Firewall Service - CN Option  
 - High Availability AT&T CPE – Monthly Charges**

cn_ha_med_mo cn_ha_lrg_mo			
AT&T CPE Type of CN Appliance	Number of Users	Undiscounted MRC*	Service Component Discount
Medium (Cluster of 2 Firewalls)	Unlimited	\$3,750	cn_ha_med_mo %
Large (Cluster of 2 Firewalls)	Unlimited	\$5,500	cn_ha_lrg_mo %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 13: Managed Firewall Service - CN Option  
 - Standard and High Availability – Installation Fees**

cn_std_sm_nrc cn_std_med_nrc cn_ha_med_nrc cn_std_lrg_nrc cn_ha_lrg_nrc			
AT&T CPE Type of CN Appliance	Category of CN Appliance	Undiscounted Installation Fee*	Service Component Discount
Small	Standard	\$1,000	cn_std_sm_nrc %
Medium	Standard	\$5,000	cn_std_med_nrc %
Medium	High Availability	\$8,250	cn_ha_med_nrc %

**AT&T and Customer Confidential Information**

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Large	Standard	\$5,000	cn_std_lrg_nrc %
Large	High Availability	\$8,250	cn_ha_lrg_nrc %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 14: Managed Firewall Service - CN Option  
 CN Appliance Options - Monthly Charges**

cn_pr_mo cn_cu_mo cn_dmz_mo cn_auth_mo cn_f2f_mo cn_Exnet_mo cn_cpolicy_mo cn_xcpolicy_mo		
Service Option	Undiscounted MRC*	Service Component Discount
Professional Resource	\$2,000	cn_pr_mo %
Capacity Upgrade Management	\$2,000	cn_cu_mo %
Managed DMZ Support	\$500	cn_dmz_mo %
Support for Customer Provided Authentication	\$50	cn_auth_mo %
Firewall to Firewall VPN	\$500	cn_f2f_mo %
Managed Extranet Support	\$750	cn_Exnet_mo %
Managed Complex Policy: 30-100 firewall rules	\$50	cn_cpolicy_mo %
Managed Extra Complex Policy: over 100 firewall rules	\$250	cn_xcpolicy_mo %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 15: Managed Firewall Service - CN Option  
 CN Appliance Options - Installation Fees**

cn_pr_nrc cn_cu_nrc cn_dmz_nrc cn_ruvpn_nrc cn_auth_nrc cn_f2f_nrc cn_Exnet_nrc cn_cpolicy_nrc cn_xcpolicy_nrc		
Service Option	Undiscounted Installation Fee*	Service Component Discount
Professional Resource	\$5,000	cn_pr_nrc %
Capacity Upgrade Management	\$5,000	cn_cu_nrc %
Managed DMZ Support	\$500	cn_dmz_nrc %
Support for Remote User VPN Configuration	\$1,000	cn_ruvpn_nrc %
Support for Customer Provided Authentication	\$250	cn_auth_nrc %
Firewall to Firewall VPN	\$500	cn_f2f_nrc %
Managed Extranet Support	\$500	cn_Exnet_nrc %
Managed Complex Policy: 30-100 firewall rules	\$500	cn_cpolicy_nrc %
Managed Extra Complex Policy: over 100 firewall rules	\$1,000	cn_xcpolicy_nrc %

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Section IV: Managed Intrusion Detection Service ("MIDS")**

**Table 1: MIDS Stand-alone Option - Monthly Charges**

Discount: mids\_sa\_mo %

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

MIDS Option	Undiscounted MRC*
Stand alone Managed Intrusion Detection Service (MIDS) 10 MB	\$2,700
Stand alone Managed Intrusion Detection Service (MIDS) 100 MB	\$3,200

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 2: MIDS Stand-alone Option - Installation Fees**

Discount: mids\_sa\_nrc %

MIDS Option	Undiscounted Installation Fee*
Stand Alone Managed Intrusion Detection Service (MIDS) 10 MB	\$7,500
Stand Alone Managed Intrusion Detection Service (MIDS) 100 MB	\$7,500

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 3: MIDS Bundled Option - Monthly Charges**

Discount: mids\_bu\_mo %

MIDS Option	Undiscounted MRC*
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 10 MB	\$2,250
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 100 MB	\$2,750

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Table 4: MIDS Bundled Option - Installation Fees**

Discount: mids\_bu\_nrc %

MIDS Option	Undiscounted Installation Fee*
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 10 MB	\$3,000
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 100 MB	\$3,000

\*Subject to availability, pricing also applies to Service locations in Alaska.

**Section V: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

End of Document



## E-Rate Rider

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

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

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

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

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.

3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.

4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.

5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

#### **CONFIDENTIAL INFORMATION**

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



## E-Rate Rider

### 6. Customer Must Choose A or B

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

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

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

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

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

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

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

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30<sup>th</sup> 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.

#### **CONFIDENTIAL INFORMATION**

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## E-Rate Rider

- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.
- 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.

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## E-Rate Rider

### 9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

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

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- 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.

### 10. Unforeseen Special Construction Charges

- AT&T affirms that it has conducted due diligence to verify all costs associated with our proposal. However, if during the provisioning or installation process, the need for special construction to enable service installation at a site arises, the applicant shall have the option to amend the contract to remove the affected site without incurring any termination liability.

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

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

### 11. 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.

#### **CONFIDENTIAL INFORMATION**

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## E-Rate Rider

### 12. 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.

### 13. Invoicing Timing

No time limitation in the Agreement respecting late invoicing of non-discounted charges shall apply to invoicing for eRate-eligible Service.

### 14. 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:

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

### **CONFIDENTIAL INFORMATION**

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# RFP 250003151 - Manor ISD

## AT&T'S GENERAL RESPONSE TO MANOR ISD'S E-RATE RFP FOR DATA TRANSMISSION SERVICES FORM 470 # 250003151 ("AT&T'S GENERAL RESPONSE")

AT&T Enterprises, LLC as successor in interest to AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the attached proposed AT&T Master Agreement (sometimes referred to as the AT&T Unified Agreement); (b) corresponding Pricing Schedule(s); (c) the attached AT&T E-Rate Rider (d) any related transactional documents (collectively, the "Proposed Contract Documents"); and (e) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response, including the E-Rate Response Supplement to RFP. *Manor ISD* may be referred to as the "Customer" within this Response.

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

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

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

- AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.
- The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.
- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.
- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.
- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.

- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2024 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.
- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Enterprises, LLC. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

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

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

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

As noted in AT&T’s response to **Manor ISD’s E-Rate RFP for Data Transmission Services – Form 470 # 250003151**, this *E-Rate Response Supplement to RFP* supplements the response as it relates to certain E-Rate related topics. In some places, the below refers to the AT&T E-Rate Rider, which is part of the Proposed Contract Documents in AT&T’s response.

- **EXPERIENCE.** The AT&T family of companies (“AT&T”) has been participating in the E-Rate program for schools and libraries since the program's inception and can provide a wide range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.
- **ATT COMPLIANCE WITH FCC RULES.** AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.
- **SPIN and FCC REGISTRATION.** AT&T Enterprises, LLC will provide the services hereunder. Evidence of AT&T Enterprises, LLC’s most recent Service Provider Annual Certification Form can be found at the following link: Spin Contact Search (usac.org) Proof of AT&T’s “green-light” status is attached hereto. AT&T Enterprises, LLC’s Service Provider Identification Number (“SPIN”) is 143001192 and its Federal Communications Commission Registration Number is 0005937974.
- **E-RATE COMPLIANCE TRAINING.** AT&T has a policy that all individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. AT&T E-rate Training material is based on FCC/USAC E-rate program rules and information primarily from the SLD website @ <http://www.universalservice.org/sl/>.
- **INVOICING (SPI and BEAR billing).** AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method (*See Section 10 of the AT&T E-Rate Rider*).
- **COMMENCEMENT OF WORK.** See Section 6 of the AT&T E-Rate Rider for options for timing of commencement of work (Customer will select an option in Section 6).
- **SERVICE IMPLEMENTATION AND CUSTOMER INITIATED CHANGE REQUESTS.** AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the Customer's network. The Customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution.

Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for Customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](http://www.universalservice.org/sl/)

- **TIMELY INFORMATION AND DOCUMENTATION.** AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.

- **INVOICE PRE-APPROVAL.** AT&T will comply with all applicable E-rate rules, but E-rate rules do not require AT&T to pre-submit invoice copies for Applicant approval prior to filing.
- **LOWEST CORRESPONDING PRICE.** AT&T complies with all USAC guidelines and FCC Rules, including those around the Lowest Corresponding Price.
- **NATIONAL SECURITY THREATS.** AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-rate program as first outlined in November 2020 in DA 20-1418, the 2021 Eligible Services List. [Eligible Services List - Universal Service Administrative Company \(usac.org\)](#).
- **RECORD RETENTION.** AT&T will follow all FCC rules (47 CFR 54.516 Audits and Inspections) around document retention, audits and inspections. Any additional record retention and audit requirements will be as set forth in the Proposed Contract Documents.
- **AMORTIZATION OR INSTALLATION PAYMENTS OF SPECIAL CONSTRUCTION CHARGES.** AT&T does not offer the option to amortize or provide for installment payments of special construction charges. If you would like information about possible financing options through an AT&T affiliate, please inquire with your AT&T Account Team.
- **PROGRAM INTEGRITY ASSURANCE (“PIA”) REVIEW.** AT&T will comply with applicable E-Rate rules and respond to E-Rate PIA reviews with details requested by the reviewer to the extent we are able to do so.
- **CALIFORNIA TELECONNECT FUND PARTICIPATION.** For Customers that may receive services in California, the AT&T family of companies has been participating in the California Telecommunications Fund (CTF) Program since the program's inception. Evidence of AT&T’s eligibility can be found at the following website: [California Teleconnect Fund](#)
- **OKLAHOMA UNIVERSAL SERVICE FUND.** For Customers that may receive services in Oklahoma, AT&T participates as a Service Provider in the Oklahoma Universal Service Fund (OUSF) program and follows all rules and regulations per Oklahoma Corporation Commission Website @ [Oklahoma Universal Service Fund](#).

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

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

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

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

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

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



application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the USAC's decision on these matters.

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

**Special Construction Charges**—Site visit may be required, and any potential special construction and on-site facilities charges are not known by AT&T at this time. Customer should note that Special Construction charges may apply when the order is placed for services.

**Termination Fees**—If AT&T is the current provider of service at a location and customer continues the identical service at that location, termination charges would not apply to such service at such location. If AT&T is not the current provider, AT&T does not agree to pay off termination charges to another service provider.

**AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.**

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

**Implementation**—AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the customer's network. The customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution. Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](http://www.usac.org).



**RFP Number:**

250003151

**Posted Date:**

10/29/2024 10:00:00 AM CST

**Close Date:**

12/5/2024 10:00:00 AM CST

**Q&A Close Date:**

11/5/2024 10:00:00 AM CST

## Bid Criteria

**Purchasing decisions will be based on the following criteria:**

Criteria	Points
Price of eligible service/product	30
Quality of vendor's service/product	15
Service/product meets school needs	10
Past relationship with vendor	5
Total long term cost to the district	
<u><b>AT&amp;T's Response:</b></u> To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.	15
Proposer's compliance with specifications	5
Technical support and reliability	20

## RFP Requirements

***All proposals need to be submitted through this system to be accepted.***

No phone calls concerning this application will be accepted.

All communication about this RFP will only be provided via the Q&amp;A section of this RFP in which questions and answers will be posted publicly.

Responses received after the stated deadline may be deemed non-responsive. All vendors must comply with Texas Education Agency [Financial Accountability](#) Guidelines found in Module 5: Purchasing.**AT&T's Response:****AT&T's Response** is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

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

AT&T will endeavor to meet all mutually agreed contract obligations and is subject to its own policies and guidelines; however, AT&T cannot agree to "*Financial Accountability Guidelines found in Module 5*". AT&T will provide the services as outlined in its proposal and resulting contract documents in a manner mutually agreed by the parties.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

### **Specific Requirements:**

- All proposals should be received by the Bid Close Date. Any offer, modification, revision, or withdrawal of an offer received after this Close Date may not be considered unless it is determined that an untimely submission was due to circumstances beyond the vendors control, a consideration of the offer would be in the best interest of the applicant, or the offer is the only proposal received.
- For all of the items/services listed in this Request for Proposal, please consider services that are equivalent, more/less in quantity, better and/or more cost effective when submitting proposals.
- If installation is requested, then installation must be included with the equipment and/or service requested. Otherwise, the bid may be considered non-responsive.
- All equipment on this request is for owned equipment. Unless otherwise stated, any leased equipment responses may be deemed nonresponsive.

### **AT&T's Response:**

AT&T is proposing a well-established and industry leading AT&T service that will comply with the service levels, warranties and all other terms and conditions in the Proposed Contract Documents. Customer is not taking title or ownership in any fashion to the equipment that AT&T may place on your premise to provision the proposed service(s). AT&T will provide all such equipment and bring all required equipment to the site at the time of implementation.

- In the event that no bids are received in a certain service category, we may solicit cost-effective bids after the Bid Close Date.
- If special construction charges apply, please include the option for installment payments of up to 4 years for the applicants non-discounted share.

### **AT&T's Response:**

AT&T does not offer the option to amortize special construction charges. AT&T can provide financing of special construction charges through AT&T Capital Services.

- All contracts are contingent upon funding by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) unless otherwise agreed upon by district.

### **AT&T's Response:**

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

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

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

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

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

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

- All pricing provided in the proposal should be in accordance with the Lowest Corresponding Price rule.

**AT&T's Response:**

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

- Service providers may include contingency fees in their bid responses if they deem it a necessary item and the fees are reasonable and a regular business practice. These fees should be included based on the situation/circumstances to provide the service/products. These charges should be separate from any other charges and clearly listed in the proposal. The fees will only be paid if the service/products are completed.

**AT&T's Response:**

See AT&T's General Response. Notwithstanding anything contained in the RFP and associated attachments and exhibits to the contrary, all terms and conditions relating to pricing, payment and invoicing shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

- Proposers should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.

**AT&T's Response:**

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

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

AT&T reserves the right to pass along additional charges, surcharges and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

- Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant.

**AT&T's Response:**

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

- Proposers will be held responsible for complying with all E-Rate program rules. No gifts shall be offered or accepted by the applicant at any time.

#### **AT&T's Response:**

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules. Any samples, testing, or demo equipment submitted by AT&T will be submitted under the condition that such samples will be returned by the Customer within 30 business days after the trial period is completed.

- All submitted bids should include contracts and the contracts should also include the option for voluntary extensions unless they are month to month services.

#### **AT&T's Response:**

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with the option of a 12, 36, or 60-month term contract. The proposed 12-month contract includes 4 voluntary one-year renewals while the proposed 36-month contract includes 2 voluntary one-year renewals. Renewals will be upon written request. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

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

A sample contract has been included in your RFP Response Package. An executable contract will be provided upon award of the bid.

Notwithstanding anything contained in this RFP to the contrary, AT&T Enterprises, LLC, on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents, copies of which are attached to this Response.

For clarification, any renewal option would be exercisable only via mutual written consent.

- Submitted bids should include scalability of bandwidth during the terms of the contract.

#### **AT&T's Response:**

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

AT&T shall implement the proposed solution in accordance with the bandwidth, design, and locations specified in the E-Rate 470 and any related RFP. During the implementation process, AT&T shall supply details concerning the necessary network handoff type and Customer Premises Equipment (CPE) prerequisites for connection to the Customer's network. The Customer shall be solely responsible for acquiring any required equipment. AT&T disclaims any liability for new equipment or upgrades needed to connect to AT&T's Network Terminating Equipment (NTE) as part of the proposed solution.

Furthermore, any increases in bandwidth or the addition of sites must adhere to E-Rate program regulations. AT&T shall not be held accountable for Customer-initiated network upgrades or site additions that do not comply with E-Rate program guidelines. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of E-Rate program rules: [E-Rate - Universal Service Administrative Company \(usac.org\)](http://www.usac.org).

- A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

**AT&T's Response:**

See AT&T's General Response. Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents.

## Requested Services and/or Equipment

### Data Transmission Services

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Leased Lit Fiber - IA	Ethernet	Fiber	10 Gbps	25 Gbps	1	Yes	Yes

Seeking quotes for a fully managed, leased lit fiber Internet Access with bandwidth options ranging from approximately 10 Gbps to 25 Gbps to terminate at Manor ISD Admin Building for all District locations to share. Please bid in increments of 10 Gbps, 15 Gbps, 20 Gbps, and 25 Gbps. Please complete the attached form "Manor C1 Vendor attachment" when submitting a bid.

## Locations

DMARC?	Name	Address
No	BLAKE MANOR ELEMENTARY SCHOOL	18010 Blake Manor Road Manor, TX 78653-
No	BLUEBONNET TRAIL ELEM SCHOOL	11316 Farmhaven Road Austin, TX 78754-
No	DECKER ELEMENTARY SCHOOL	8500 Decker Lane Austin, TX 78724-
No	DECKER MIDDLE SCHOOL	8104 Decker Lane Austin, TX 78724-
No	District Police	312 W. Murray Ave Manor, TX 78653

DMARC?	Name	Address
No	Early College High School	14832 N FM 973 RD Manor, TX 78653

No	EXCEL HIGH SCHOOL	600 E. Parsons Street Manor, TX 78653-
No	Lagos Elementary School	11817 Murchison Manor, TX 78653
No	MANOR AG BARN	12900 Gregg Manor Rd Manor, TX 78653
No	Manor Alternative Placement Campus	10516 Old Hwy 20 Manor, TX 78653
No	MANOR ATHLETIC COMPLEX	14832 FM 973 Manor, TX 78653
No	MANOR CAREER AND TECH CERT CENTER	312 W MURRAY Manor, TX 78653
No	MANOR ELEMENTARY SCHOOL	12904 Gregg Manor Road Manor, TX 78653-
No	MANOR HIGH SCHOOL	12700 Gregg Manor Road Manor, TX 78653-
Yes	MANOR ISD ADMIN BUILDING	10335 US HWY 290 E. Manor, TX 78653
No	MANOR ISD FACILITIES	12716 GREGG MANOR ROAD Manor, TX 78653
No	MANOR ISD TRANSPORTATION	10332 OLD HIGHWAY 20 Manor, TX 78653
No	MANOR MIDDLE SCHOOL	12900 Gregg Manor Road Manor, TX 78653-
No	MANOR NEW TECH HIGH	10323 US Hwy 290 East Manor, TX 78653-
No	MANOR NEW TECH MIDDLE SCHOOL	12116 JOYCE TURNER DRIVE MANOR, TX 78653

No	Manor Rise Academy	10335 HWY 290E Manor, TX 78653
No	Manor Transportation Facility	13601 Cameron Road Pflugerville, TX 78653
<b>DMARC?</b>	<b>Name</b>	<b>Address</b>
No	OAK MEADOWS ELEMENTARY	5600 Decker Lane Austin, TX 78724-
No	PIONEER CROSSING ELEMENTARY	11300 Samsung Blvd Austin, TX 78754-
No	PRESIDENTIAL MEADOWS ELEMENTARY	13252 George Bush Street Manor, TX 78653-
No	ShadowGlen Elementary	12000 ShadowGlen Trace Manor, TX 78653-
No	Wildhorse Elementary	10400 Wildhorse Ranch Trail Manor, TX 78653

**AT&T's Response:**

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidth options. Each bandwidth is offered with the option of a 12, 36, or 60-month term contract. The proposed 12-month contract includes 4 voluntary one-year renewals while the proposed 36-month contract includes 2 voluntary one-year renewals. Renewals will be upon written request. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

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

A sample contract has been included in your RFP Response Package. An executable contract will be provided upon award of the bid.

## Additional Information

### RFP Q&A

There are no questions.



# Attachments

- Manor C1 Vendor attachment.xlsx

## AT&T's Response:

**This response to your request is not a contract offer and does not take the place of a signed contract.**

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



# Commission Registration System (CORES)

Associate Username to FRN | Manage Existing FRNs & FRN Financial  
Register New FRN | Reset FRN Password | Search for FRN

## FCC Registration

[FCC](#) > [FCC Registration](#) > [Manage Existing FRNs](#) > FRN Financial

Logged In As: gm909g@att.com | [Logout](#)

## FRN Financial

[Manage FRNs](#)

**FRN Financial**

[Create Form 1876](#)

[Manage View Permissions](#)

[Auction Bank Accounts](#)

[Auction Payments](#)

Show 10 entries

FRN	FRN Name	Red Light Status
0005935275	Southwestern Bell Telephone Company, L.P.	Green Light
0005937974	AT&T Enterprises, LLC	Green Light

Showing 1 to 2 of 2 entries (filtered from 215 total entries)

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### Customer Service

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[FCC Privacy Policy](#)

[Privacy Act Statement](#)

[FCC Home Page](#)

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

Current Version: 3.3.0

Service description: Leased Lit Fiber - Internet	Service Provider Name: EM3 Networks		
Funding Year: 2025-2026	SPIN: 143049822		
School Name: Manor ISD			
<b>Contract Terms</b>			
<b>Bandwidth</b>	<i>1 year</i>	<i>3 year</i>	<i>5 year</i>
	<b>Monthly Recurring Charges</b>		
<i>10 Gbps</i>	\$ 3,495.00	\$ 2,995.00	\$ 2,945.00
<i>15 Gbps</i>	NA	NA	NA
<i>20 Gbps</i>	\$ 8,995.00	\$ 7,995.00	\$ 7,945.00
<i>25 Gbps</i>	\$ 13,995.00	\$ 12,995.00	\$ 12,895.00
<b>Additional Costs (if applicable)</b>			
	<b>Y or N</b>	<b>Term/Cost</b>	
Voluntary Extensions	Y	Five 1-Year	
Special Construction	N	NA	
Non-Recurring Charges	N	NA	

MANOR ISD  
 10335 US HWY 290E  
 MANOR, TX 78653  
 512-278-4000  
[david.gonzalez@manorisd.net](mailto:david.gonzalez@manorisd.net)



EM3 Networks, LLC  
 Lisa Smith  
 (817) 648-1206  
 SPIN# 143049822  
[lisasmith@em3networks.com](mailto:lisasmith@em3networks.com)

BEN # 141727  
 Bid Date: 11/6/2024  
 Estimated USAC Reimbursement 90%

**DEDICATED INTERNET SERVICE**  
*with Dynamic Defense*

**36 Month  
Term MRC**

Site Name	Site Address	Service Type	Bandwidth	Access Loop	Port	
MANOR ISD ADMIN BUILDING	10335 US HWY 290 E. Manor, TX 78653	Internet	30 Gbps	\$ 4,500.00	\$ 8,495.00	\$ 12,995.00
MANOR ISD ADMIN BUILDING	10335 US HWY 290 E. Manor, TX 78653	Internet	20 Gbps	\$ 3,000.00	\$ 4,995.00	\$ 7,995.00
MANOR ISD ADMIN BUILDING	10335 US HWY 290 E. Manor, TX 78653	Internet	10 Gbps	\$ 1,500.00	\$ 1,495.00	\$ 2,995.00

★ The Internet Service offered is delivered on a Leased Lit Ethernet Dedicated Fiber Network. Note - *This price includes our Standard New Dynamic Defense Offering - Inherit Security Controls embedded into the Core Network, in qualifying areas. Ask about Eligibility.* See Details and other Dynamic Defense Offerings included in the proposal.

★ EM3 does NOT charge any Service Establishment, Installation or Special Construction Fees.

★ 20Gb pricing is two 10Gb circuits and 30Gb Pricing is three 10Gb circuits, if your equipment can handle multiple 10Gb handoffs.

★ EM3 offers Both the Discounted Billing (SPI) and Billed Entity Applicant Reimbursement (BEAR), in accordance to customer needs & preferences.

★ Bandwidth upgrades are permitted during the term of the contract, and if EM3 is selected as provide of choice, we will include language in your contract that allows for five 1-year voluntary extensions.

★ Estimates are based on previous year Erate reimbursement rates, or a newly filed Erate discount for this BEN#. Customer is responsible for successfully obtaining reimbursements from the Universal Services Administrative Company. EM3 cannot guarantee USAC reimbursements.

All information provided in this document is considered private and confidential.

<b>30Gb Option - MRC Loop and Port</b>	<b>\$12,995.00</b>
Estimated Surcharges & Fees	\$1,023.74
Estimated MRC with Surcharges & Fees	\$14,018.74
Estimated Discount % 90%	\$0.90
Estimated ERATE Reimbursement	<b>\$12,616.87</b>
Estimated Cost after ERATE Reimbursement	\$1,401.87
<b>30Gb Option</b>	<b>\$1,401.87</b>
<b>Your Total MRC After Discount</b>	

<b>20Gb Option - MRC Loop and Port</b>	<b>\$7,995.00</b>
Estimated Surcharges & Fees	\$653.74
Estimated MRC with Surcharges & Fees	\$8,648.74
Estimated Discount % 90%	\$0.90
Estimated ERATE Reimbursement	<b>\$7,783.87</b>
Estimated Cost after ERATE Reimbursement	\$864.87
<b>20Gb Option</b>	<b>\$864.87</b>
<b>Your Total MRC After Discount</b>	

<b>10Gb Option - MRC Loop and Port</b>	<b>\$2,995.00</b>
Estimated Surcharges & Fees	\$283.74
Estimated MRC with Surcharges & Fees	\$3,278.74
Estimated Discount % 90%	\$0.90
Estimated ERATE Reimbursement	<b>\$2,950.87</b>
Estimated Cost after ERATE Reimbursement	\$327.87
<b>10Gb Option</b>	<b>\$327.87</b>
<b>Your Total MRC After Discount</b>	



Thank you for allowing us to bid on your recent USAC posting(s) for Internet Access. My name is Lisa Smith, the Director of Erate Development with EM3 Networks. Per your 470-bid request, I've provided 10Gbps – 30Gbps of Dedicated Symmetrical leased lit Fiber Internet options to your Manor ISD Admin Building. Note, we have IP Addresses in this price.

For this project, EM3 is proposing a Dedicated Internet Service (ADI). Know that we have our own 24X7x365 Proactive NOC and a billing department that understands Erate and how to bill correctly. If you choose to go with us, you will be assigned your own EM3 Project Manager who will work on your behalf throughout the implementation process. With almost 100 years of combined experience among our 3 managing partners alone, we try to make it as seamless and as easy as possible for you.

Our 498 (SPIN) 143049822, FRN, BBB Badge and FCC Greenlight Status can all be found in our brochure and on our website as well, and we do have a SPAC Form on file with USAC. Also, I just wanted to point out that we offer the SPI billing method, which means we only bill you for your highlighted discounted amount in your proposal and collect the remainder from USAC on your behalf.

I'd be happy to hop on a call or provide additional references if you would like, just let me know. I encourage you to reach out to a few. Also, we're excited to be able to provide our **New 'Dynamic Defense' Internet Security Offering, a Built-in Threat Protection/Detection - Inherit Security Controls embedded into the Core Network**, added to our dedicated circuits, in qualifying areas; it's built into your connectivity, the first line of defense to stop threats before they hit your network. Ask us about your eligibility. It's always a real privilege to partner with the schools and libraries; we really do value all the work that you do day in and day out to be an instrument of positive change and contribution to this next generation, as these are our leaders of tomorrow.

Please feel free to give me a call anytime at 817 648-1206. I encourage you to visit our website at [www.em3networks.com](http://www.em3networks.com) for more information, and make sure to check out our testimonials online. Please don't hesitate to reach out if you need anything else from me. I look forward to hearing back from you. Have a great week.

Kindest Regards,

*Lisa Smith*

**Lisa Smith**  
**Director of Erate Development**

[817-648-1206](tel:817-648-1206) | Mobile  
[682-251-0262](tel:682-251-0262) | Main Office  
[855-949-9273](tel:855-949-9273) | Maintenance & Support

# E-rate Proposal

**2025-2026 Erate Bid**

**Presented by *EM3 Networks***

**Lisa Smith  
Director Erate Development**

**817 648-1206**

# Dynamic Defense simplifies network security<sup>TM</sup>

Get built-in threat protection with your connectivity solution



## Features

- Industry-leading threat intelligence
- 24/7/365 network monitoring
- Same-day deployment in minutes
- Use security policies recommended or deploy your own
- Dynamic Defense charges appear on existing ADI bill with no term commitment

## Benefits

- Enterprise-grade network security prevents threats from reaching your customer's network
- Dynamic Defense shield may improve network performance
- Consolidates security products and services into a connectivity solution with no added equipment
- Streamlined and cost effective compared to multiple add-on security solutions

As your business adopts as-a-service models, grow their business, and extend their network to the cloud, their network's attack surface grows. Add-on solutions can be effective, but they add complexity and can strain your customer's resources. Dynamic Defense helps you stay ahead of ever-evolving threats and have the right policies and protections in place.

## Built-in network protection

Dynamic Defense is the first network solution with threat protection that's built in. It's embedded in AT&T's global network infrastructure, so it detects threats, filters malicious traffic, and executes security controls before the data reaches your network. As the first line of defense, Dynamic Defense significantly reduces the number of threats that can impact performance or compromise your customer's network.

## Simplified security

Dynamic Defense combines multiple security features into a single capability that is embedded with your connectivity solution. There is no separate equipment to buy, and no hardware needed. You can say goodbye to add-on security solutions from multiple providers and the extra expense, contracts, and maintenance that follow.

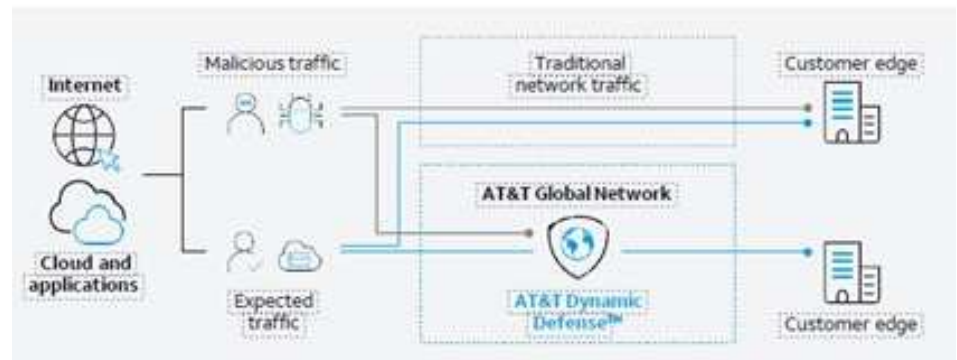


## Unrivaled threat protection

### Backed by security experts

Dynamic Defense employs the same intelligence used to protect the AT&T infrastructure. AT&T's network is built on deep security expertise. Today AT&T's network carries over 1/3 of the world's internet traffic, giving it insight into new threats as they arise and the ability to immediately block malicious traffic from reaching your customer's network. AT&T's threat intelligence is powered by machine learning (ML) and artificial intelligence (AI), so it adapts to the evolving risk landscape. Now, AT&T Dynamic Defense extends AT&T's best-in-class threat protection all the way to the edge of your network.

AT&T secures your network like it secures its own network - with innovative security tools to detect and prevent cyber threats.



Dynamic Defense offers a range of features to help protect your data, and applications on premises, remotely, or in the cloud.

## Unrivaled threat protection

- **Dynamic Defense shield** powered by AT&T's threat intelligence detects and automatically blocks known malicious traffic to and from your networks. It mitigates risks and malicious attacks. It helps make sure the network is only accessible to those who should have access.
- **Configurable Stateful Firewall, Geo Filtering, and Web Filtering** enable you to apply policies in your network. Use AT&T Chief Security Office recommended policies or your own custom policies. Either way, policy management is centralized for a smooth and easy experience.
- **Application-based Policy** provides granular security controls based on known business applications.
- **Reporting and Logging** capabilities aid in security analysis and can provide valuable insight into the threats your customer faces. Shows mitigated risks, intrusion attempts, and blocked IP addresses in a visual format.
- **Version Control** keeps track of multiple versions of security policy configurations that can be restored quickly if a disruption occurs.

Dynamic Defense integrates virtually seamlessly with your connectivity, and it's simple to manage. It's turnkey, so your world-class threat intelligence and monitoring capability is deployed in minutes.

**Connectivity solutions with built-in security,  
setting a new standard for networking.**

# Options for every business

Three Dynamic Defense packages offer a range of features to suit a variety of business needs, from simple network structures with limited access points to the most complex global scenarios. Each package is available to Dedicated Internet (ADI) customers at a low monthly fee.

Dynamic Defense		Standard Package	Advanced Package	Premium Package
<b>Security features</b>				
<b>Threat intelligence</b>	<b>Dynamic Defense shield</b>	✓	✓	✓
	Enhanced Dynamic Defense shield		✓	✓
<b>NextGen Firewall</b>	Stateful firewall		✓	✓
	Geo IP filtering		✓	✓
	Web filtering		✓	✓
	Basic threat protection		✓	✓
	Reporting and logging		✓	✓
	Application-based reporting		✓	✓
	Version control		✓	✓
<b>Advanced Security Features</b>	Advanced threat protection			✓
	Application-based policy creation*			✓

\*Available soon



# Dynamic Defense™ on ADI | Pricing\*



\*Pricing applies for ADI circuits  
1Gb or less.



See table right\* for 2-10Gb pricing  
and next page for the features for  
each package

Bandwidth	Standard	Advanced	Premium
2G-4G	\$-	\$340	\$420
5G-7G	\$-	\$380	\$500
8G-1-G	\$-	\$460	\$580

# Dynamic Defense™

## Package Descriptions



		Dynamic Defense™	Packages		
			Standard	Advanced	Premium
Features	Threat Intelligence	<b>Dynamic Defense Shield</b> Dynamic blocking of malicious IP addresses with limited blocklist exceptions included	✓	✓	✓
		<b>Enhanced Dynamic Defense Shield</b> Dynamic blocking of malicious IP addresses with expanded blocklist exceptions included		✓	✓
	NextGen Firewall	<b>Stateful Firewall</b> Monitor and detect states of all network traffic and defend based on patterns and flows		✓	✓
		<b>Geo IP Filtering</b> IP address blocking from specific geographical locations		✓	✓
		<b>Web Filtering</b> Block sites based on web and URL categories		✓	✓
		<b>Basic Threat Protection</b> Detect, alert, and act against intrusions		✓	✓
		<b>Reporting &amp; Logging</b> Predefined reports provide critical insights into the network's health and security		✓	✓
		<b>Application-based Reporting</b> Securely identify, decode and build reports based on known applications		✓	✓
		<b>Version Control</b> Saves multiple versions of policy configurations to improve risk management and easily perform audits		✓	✓
	Premium Threat Protection	<b>Application-based Policy Creation</b> Create policies based on known applications			✓
		<b>Virus Protection</b> Protect against viruses, worms, and trojans			✓
		<b>Spyware Protection</b> Prevent unauthorized access to sensitive data			✓
	<b>Vulnerability Protection</b> Stops attempts to exploit system flaws or gain unauthorized access to systems			✓	



# Texas References



*Everyone I have dealt with at EM3 is helpful and courteous and It is a pleasure to work with their experienced team. Their billing matched their proposed price and we paid no hidden fees plus their pricing was very cost effective for us and they are fair and don't gouge you with hidden fees. EM3 Networks provisioning and installation was done professionally and on time; the transition was seamless and the EM3 Billing Manager is friendly and helpful!*

**– Donald, Director of Technology, Hillsboro I.S.D.**



*EM3 Networks is a great company to work with. No hidden charges and quick to respond to our needs. Only high remarks for this company and their service.*

**– Jack, IT Director  
Wortham ISD**



*EM3 pricing was very competitive. They are fair and don't charge hidden fees.*

**– Marco, Director of Technology  
Carrizo Springs Consolidated ISD**

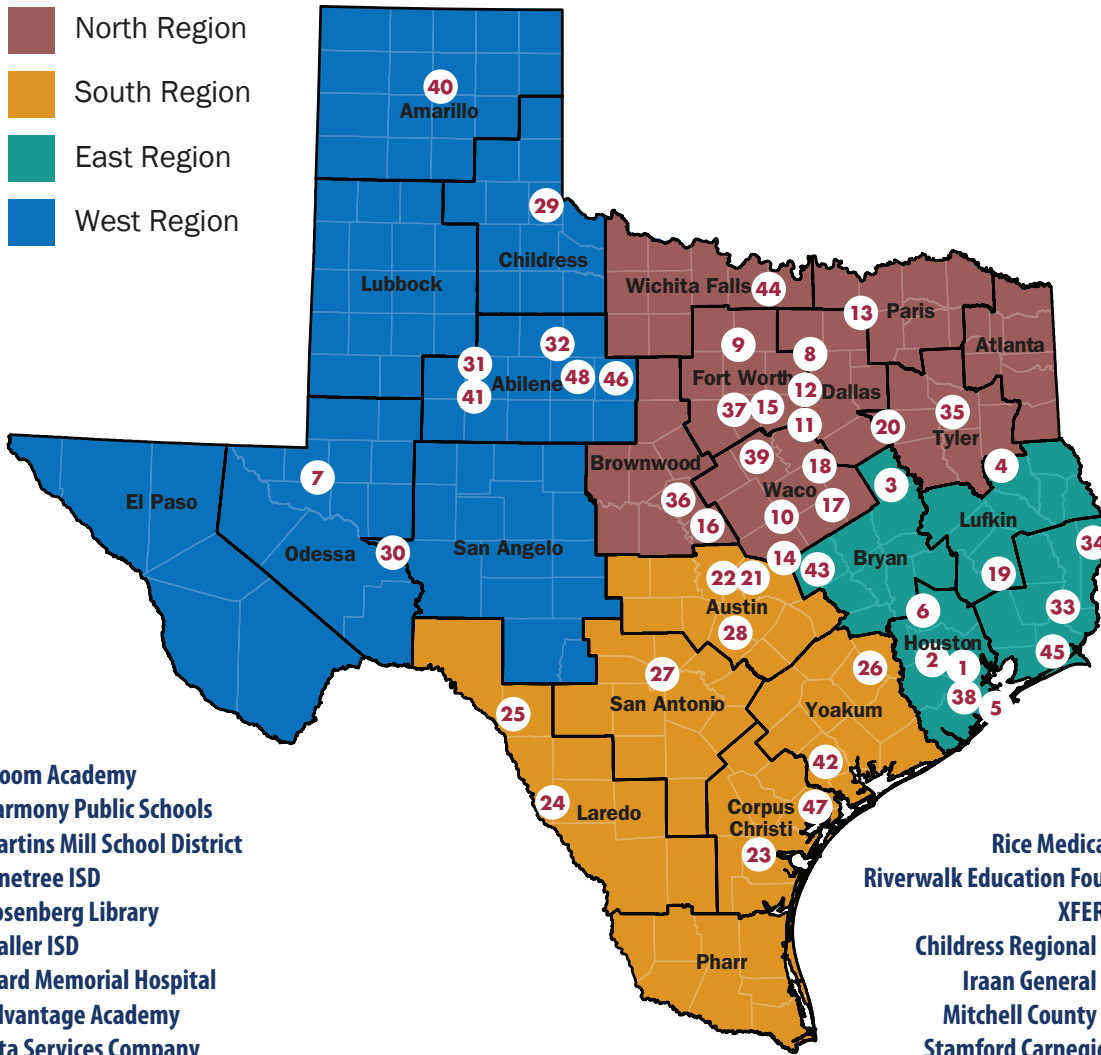


*I am very satisfied with EM3 Networks. I have worked with Travis for several years. EM3 also does their own monitoring of our connections and if something goes down we get alerted right away. They will then work closely with the carrier to get the issue resolved. Overall, I would highly recommend EM3Networks' services.*

**– Jim, Network Engineer, Advantage Academy**



**EM3 Networks**



- 1 Bloom Academy
- 2 Harmony Public Schools
- 3 Martins Mill School District
- 4 Pinetree ISD
- 5 Rosenberg Library
- 6 Waller ISD
- 7 Ward Memorial Hospital
- 8 Advantage Academy
- 9 Alta Services Company
- 10 Connally Independent School District
- 11 Dawson Independent School District
- 12 Euless Public Library
- 13 Farmersville School District
- 14 Germer Insurance Services
- 15 Hillsboro ISD
- 16 Lampasas Independent School District
- 17 Marlin ISD
- 18 Mart ISD
- 19 Tarkington
- 20 Wortham ISD
- 21 Trinity Charter Schools
- 22 Bokencamp/Casa Gracia NC, LLC
- 23 Calallen USD
- 24 Carrizzo Springs USD
- 25 Eagle Pass ISD

- Rice Medical Center 26
- Riverwalk Education Foundation 27
- XFERALL, LLC 28
- Childress Regional Hospital 29
- Iraan General Hospital 30
- Mitchell County Hospital 31
- Stamford Carnegie Library 32
- Evadale ISD 33
- Newton ISD 34
- Grace Community School 35
- Lometa ISD 36
- Itasca ISD 37
- Cristo Rey Jesuit 38
- Meridian ISD 39
- Stanford - Fritch 40
- Snyder ISD 41
- Victoria ISD 42
- Cameron ISD 43
- Helen Farabee Centers 44
- CHC-Beaumont 45
- Stephens Memorial Hospital 46
- Refugio County Memorial Hospital 47
- Anson General Hospital 48



## EM3 Networks

EM3 Networks, LLC

810 Pennsylvania Street, Suite 205, Lawrence, KS 66044  
[www.em3networks.com](http://www.em3networks.com) | 855-949-9273 | [sales@em3networks.com](mailto:sales@em3networks.com)



# E-rate References

**Advantage Academy**

**Aster College Prep**

**Bloom Academy**

**Bokencamp/Casa Gracia NC, LLC**

**Bossier Parish**

**Calallen USD**

**Cameron ISD**

**Cannelton City School District**

**Carrizzo Springs USD**

**Cedar Vale USD 285**

**Cesar Chavez Community School**

**Chautauqua County SD 286**

**Climax Springs R-4**

**Community Montessori**

**Connally Independent School District**

**Cristo Rey Jesuit College Prep School**



*EM3 Networks went above and beyond to ensure we were satisfied. Their pricing was very cost effective for us and they understand E-Rate billing. EM3 is always available during the E-rate review process and provided timely answers when needed. They get the job done right!*

**– Theresa, Business Manager  
Bossier Parish Library, Louisiana**



*EM3 Networks is a great company to work with. No hidden charges and quick to respond to our needs. Only high remarks for this company and their service.*

**– Jack, IT Director  
Wortham ISD, Texas**



**Dawson Independent SD**

**Eagle Pass ISD**

**Evadale ISD**

**Eules Public Library**

**Florence County School District Four**

**Global Outreach Charter Academy**

**Grace Community School of Tyler**

**Great Oaks Charter School**

**Harmony Public Schools**

**Hillsboro ISD**

**Holy Redeemer**

**Itasca ISD**

**Little Rock Christian**

**Lampasas Independent SD**

**Lometa ISD**

**Mariposa Academy**



**EM3 Networks**





## EM3 Networks

Marlin ISD

Mart ISD

Meridian ISD

Martins Mill School District

Mehlville School District R 9

Montgomery County School District

Mosaic Academy

Newton ISD

Parke-Vermillion Education

Pinetree ISD

Pope John Paul II High School

Pratt Public Library

River Oaks School

Riverwalk Education Foundation, INC

Rosenberg Library

Scott County USD 466

Seaman USD 345

Snyder ISD

Spartanburg Day School



*The EM3 Provisioning Manager managed our entire installation and kept us informed every step of the way. They exceeded our expectations.*

**– Paul, Dir. of Technology Services  
Mehlville School District, Missouri**



*EM3 Networks delivered a carrier class network without the hassle of dealing with the carrier. They handled everything on our behalf and made our job easier!*

**– Rudy, Tech Manager  
Pope John Paul High School, Florida**



*EM3 Networks' bill is easy to understand and they show us our E-Rate credits on each statement. They also provide us with helpful bandwidth utilization reports so we can better manage our network.*

**– Irene, Administration  
Climax Springs R-IV Schools, Missouri**



SST-Corpus Christi Elementary

ST Stanislaus School

Stamford Carnegie Library

Stanford - Fritch

Tarkington Community Library

Three Rivers Regional Library System

Trenton Library

Trinity Charter Schools

Trinity Episcopal School

Universtity Christian School

Victoria ISD

Wabash River Career & Technical

Waller ISD

Waverly Academy

West Feliciana Library

William F. Laman Library

Wortham ISD

Youth Connection Charter School



## EM3 Networks

EM3 Networks, LLC

810 Pennsylvania Street, Suite 205, Lawrence, KS 66044  
www.em3networks.com | 855-949-9273 | sales@em3networks

## INTRODUCTION

Thank you for allowing **EM3 Networks, LLC (EM3)** to submit this comprehensive proposal in accordance with the guidelines set forth by The Universal Service Administrative Company (USAC) and as designated by the Federal Communications Commission (FCC). The universal service **Schools and Libraries Program**, commonly known as the E-rate Program, helps ensure that schools and libraries can obtain high-speed Internet access and telecommunications at affordable rates.

**This proposal is for Category One services**, which include Data Transmission Services and Internet Access.

## About EM3 Networks, LLC

EM3 Networks is an award winning provider of Leased Lit Fiber networks and was formed by three former and retired AT&T executives. Our leadership team has over 100+ years of experience in the telecom business and we have worked on some of the largest accounts in the United States. We have wholesale and partner agreements with several carriers so we can provide the best solutions for our customers.

- EM3 has extensive experience in building, monitoring and managing reliable and secure network solutions for the Schools, Libraries, Healthcare and Commercial accounts.
- EM3 performs all Carrier coordination, Project Management, Provisioning and Billing internally. Truly a one-stop shop for the Client.
- **All circuits proposed in this response are eligible for E-Rate funding.** We will be happy to work with you in either the BEAR or SPI reimbursement processes. It is your choice!
- We are committed to ensuring our clients can deliver critical information clearly, quickly, and with the highest levels of security.
- EM3 Networks, LLC is an FCC---registered network connectivity provider. Our 498 Identification number (SPIN) is **143049822** and our **FCC Registration Number (FRN)** is **0026214809**.
- EM3 Networks, LLC is **Green Light Status** with the FCC.
- EM3 is recognized by the Education Superhighway for our commitment to providing the highest bandwidth at the most reasonable prices for K-12 schools nationwide.
- EM3 Networks is proud to have been presented with the **AT&T Wireline Business Acceleration Award** for 2017. This award is based upon our nationwide success in helping customers with their network needs.
- EM3 Networks operates with the utmost integrity and is accredited by the Better Business Bureau.

For more information please visit: <https://em3networks.com>





## **EM3 Networks - Making Powerful Learning Possible**

# **Helping You Get the Most Out of the E-Rate Program**

As an award-winning recognized service provider in the E-rate program, we are proud to bring our communication solutions, expertise and comprehensive knowledge of the E-rate program to your school or library – all aimed at helping to provide every eligible public and private K-12 school and public library with affordable access to advanced communications services, equipping and empowering our next generation through limitless learning.

Our combined 90+ years of experience in the telecommunications industry sets us apart from other solution providers. Thanks to our extensive relationships with nationwide Tier 1 and Tier 2 Telco providers, we can handle all your telecommunications needs—plus, you'll get the finest customer service in the industry, backed by our proactive 24/7 Network Operations Center.

Our expert E-rate sales professionals and top-notch billing specialists understand the compliance rules and recent regulatory changes that impact the E-rate program. To learn more about how EM3 Networks can provide comprehensive solutions to the K-12 education market's complex needs, visit <https://www.em3networks.com>

### **The EM3 E-Rate Difference:**

- Flexible easy-to-read contracts tailored to correspond with E-rate Funding Year
- Contracts allow for upgrades in bandwidth throughout the term of our contract
- 1-year optional contract extensions available upon request
- Simplified monthly invoices with no surprises or hidden fees
- Dedicated Symmetrical Services delivered over Ethernet Fiber Networks
- Zero Network Installation Fees
- Proficient @ Discounted Billing (SPI) & Billed Entity Applicant Reimbursement (BEAR) programs
- Unlimited number of public IP addresses provided, as needed
- Fully-Managed Network Options
- Managed Firewall Services
- DDOS Options available
- Wireless WAN Backup Options
- FREE Network utilization reports upon request
-

### EM3 Networks Overview:

- 90+ years telecom experience among 3 Managing Partners
- Dedicated Provisioning Managers provide complete end-to-end Carrier communication and coordination on your behalf, updating the customer every step of the way
- Weekly provisioning meetings with assigned Carrier Project Manager cover each project extensively, affording us the ability to escalate and expedite projects as needed
- US based 24/7 Network Operations Center - Circuits are pinged every 5 seconds to ensure proactive monitoring; we usually know if there is an outage before the customer does. In the event of an outage, EM3 engages the carrier on your behalf via Tier I and II support
- School and Library References Nationwide
- Federal and State Registered
- Fully Insured
- Better Business Bureau Accredited
- Green Light Status with the FCC



**EM3 is proud to be recognized by the Education Superhighway for our commitment to providing the highest bandwidth at the most reasonable prices for K-12 schools nationwide.** We have earned the recognition of "Connectivity Leader". How we qualified - service providers with 100% of the students they serve meeting the minimum 100 kbps per student needed for digital learning. (Where provider provides more than 50% of the district's bandwidth.)



EM3 Networks is proud to have been presented with the AT&T Wire line Business Acceleration Award for 2017. This award is based upon our nationwide success in helping customers with their network needs.

### Experience Matters. Let Ours Work for You.

Contact EM3 Networks to discuss your Voice, Data or Internet needs at **(855) 949-9273** or **sales@em3networks.com**

D-U-N-S Number: **080530523** | 498 - (SPIN) Number: **143049822**

FCC Registration Number (FRN): **0026214809**



EM3 Networks (**EM3**) provides comprehensive network monitoring and remediation services for your voice and data network elements, servers and applications. Our NOC is open 24/7/365 and very low average wait times for all Tier 1/Tier 2 calls.

- People – Experienced ownership & leadership team; 40+ expert technicians; 100% US Based personnel.
- Customer Satisfaction – Improved service levels; Backed by SLAs; Fast On- Boarding with Project Management Approach.
- NOC Expertise – World-Class NOC tools; Customized Support Procedures; Policy Management.
- Peace of Mind – Focus on your core business. Let EM3 handle Carrier issues for you.

**855-949-9273 Option 2 for Network Support | [support@em3networks.com](mailto:support@em3networks.com) | [www.em3networks.com](http://www.em3networks.com)**

### **Network Services Options**

- Network Monitoring 24/7/365
- Network Surveillance Fault Management
- Alarm Notification Management/Escalation
- Resolution Reporting/Trending
- Trouble Ticket Management & Escalation
- World-class NMS & LMS Tools
- Leverage customer in-house NMS
- Help Desk Services
- Tier 1 & 2 Support (TAC) Support
- Voice/Data Issues
- Trouble Ticket Management & Escalation
- Professional Services
- Project Management
- Vendor Management
- Professional Services



## EM3 Networks National E-Rate Client References

Organization: **Pope John Paul II**

Contact Name: Rudy Garbalosa

Address: Boca Raton, FL

Phone Number: 561-314-2123

Email Address: [tech@sjpii.net](mailto:tech@sjpii.net)

Industry: Education/ E-rate

Current Services: Managed 5GB MIS/DIA circuit

Organization: **Mehlville School District R 9**

Contact Name: Paul Westbrook

Address: Saint Louis, MO

Phone Number: 314-467-5050

Email Address: [pwestbrook@msdr9.org](mailto:pwestbrook@msdr9.org)

Industry: Education/ E-rate

Current Services: 5GB MIS/ADI Circuit, Pro-active DDoS and IP-Flex and Multiple Call Paths

Organization: **Bossier Parish Library**

Contact Name: Jaketha Farmer

Address: Bossier City, LA

Phone Number: 318-746-1693

Email Address: [jfarmer@bossierlibrary.org](mailto:jfarmer@bossierlibrary.org)

Industry: Library/ E-rate

Current Services: 8 site MIS/ADI and Switched Ethernet (ASE) with 2GB MIS, 1GB ASE Host and various lower bandwidths at remote Libraries. Also performed all on-site installation and network engineering design special project.

Organization: **SEAMAN USD 345**

Contact Name: Jeff Mathes

Address: Topeka, KS

Phone Number: 785-286-8483

Email Address: [jmathes@usd345.com](mailto:jmathes@usd345.com)

Industry: Education/ E-rate

Current Services: 10Gb MIS Circuit, 10Gb AT&T Switched Ethernet with WAN 1GB Multiple Remotes and Pro-active DDoS

**EM3 Networks Estimated Project Timeline**  
**DIA – Based on Fiber Availability & 60 Day Average**

<b>Timeline Begins Upon Contract Signature</b>	<b>Dedicated Internet Access Order Process Timeline of Events (ESTIMATED)</b>			<b>Based on Minor to Some Major Builds</b>
	<b>Item</b>	<b>Task</b>	<b>Deliverable</b>	<b>Interval</b>
2 Days	0.1	Project received by EM3 Provisioning	EM3 Provisioning reviews the scope of the project, prepares the project build sheets to include site information and LAN IP information	24 hours from receipt of order in work queue
6 Days	0.2	Technical Assurance Call (TAC) with Customer and EM3 Network Engineers requested	EM3 Provisioning schedules a TAC to review customer routing protocols and any special routing requirements.	48 hours from completion of project build sheets
1 Day	0.3	Order submitted to Access Carrier for process.	EM3 will prepare the documents necessary to generate the order for submission to Carrier.	24 hours from completion of TAC
4 Days	0.4	Ethernet order is released to Carrier order department	Carrier Provisioning Specialist confirms receipt of the order and enters into the provisioning system	48 hours from the day the order submitted to Carrier
8 Days	0.5	Carrier Network Support Team reviews order to determine if Network build is required.	Review of backbone facilities, equipment done to determine if network build or special construction is needed.	15 business day from receipt of order
5 Days	0.6	BIC (Business Industry Consultant) Engineer schedules site visit with local contact	LEC BIC Engineer schedules site visit with customer to do a walk-through of their site to see what will be needed to deliver services.	5 business days from the day network build requirements are determined
1 Day	0.7	Site Visit	Access Service Provider Field Engineer will meet the local contact at the site to ascertain any site requirements that the customer will need to complete in order to accommodate the fiber installation.	Walk through takes 10-15 minutes on the scheduled date / time.



5 Days	0.7	Site Visit Results	LEC BIC Engineer provides a written summary of specific site requirements, along with a timeframe as to when the requirements need to be completed. ** Customer responsible to complete any specific site requirements **	1 business days from completion of site visit.
9 Days	0.8	Access provider provides firm order confirmation verifying the date that the access delivery will be complete	Confirms the date that the fiber will be installed at the customer prem	ICB basis depending on the scope of work to bring fiber to the customer site.
3 Days	0.9	EM3 provides preconfigured router to support MIS Service	EM3 Network Engineer configures router and drop ships it to customer's location	ships out two days after known install date.
9 Days	1.0	Access provider delivers the Ethernet access portion of the circuit	Access Provider will test circuit and complete necessary programming to complete the circuit	Testing and completing programming of the circuit normally takes 1 week to complete
5 Days	1.1	Carrier will advise EM3 circuit is complete and ready to activate service	Customer will provide a date and time that they would like to test and complete the turn up of the circuit with EM3 Engineers	Customer will mount the router and connect cables in preparation for turn up.
1 Day	1.2	Customer and EM3 work to activate the service.	Customer can actively begin using the Ethernet circuit	Normally turn-ups are completed in about 30 minutes for a scheduled turn-up.
1 Day	1.3	Circuit is accepted and put into maintenance with Carrier and Access Provider.	EM3 provides the customer with a post-test and turn-up letter.	This document contains the circuit IDs, WAN IP information, as well as trouble shooting or repair information.
<b>*Customers are provided with weekly updates. Customer can also request weekly or bi-weekly calls to review the project *</b>				

<b>Service description: Leased Lit Fiber - Internet</b> <b>Funding Year: 2025-2026</b> <b>School Name: Manor ISD</b>	<b>Service Provider Name:</b>		<b>Charter Communications Operating, LLC</b>	
	<b>SPIN:</b>		<b>143050436</b>	
<b>Bandwidth</b>	<b>Contract Terms</b>			
		<b>1 year</b>	<b>3 year</b>	<b>5 year</b>
	<b>Monthly Recurring Charges</b>			
	<b>10 Gbps</b>	\$ 3,225.00	\$ 2,499.00	\$ 2,375.00
	<b>15 Gbps</b>	\$ 4,874.00	\$ 3,149.00	\$ 2,675.00
	<b>20 Gbps</b>	\$ 5,849.00	\$ 3,499.00	\$ 2,975.00
<b>25 Gbps</b>	\$ 6,824.00	\$ 4,249.00	\$ 3,612.00	
<b>Additional Costs (if applicable)</b>		<b>Y or N</b>	<b>Term/Cost</b>	
<b>Voluntary Extensions</b>		<b>Y</b>	Two (2) additional consecutive one (1) year extensions	
<b>Special Construction</b>		<b>N</b>	Please review Spectrum's Service Proposal for Term and MRC options.	
<b>Non-Recurring Charges</b>		<b>N</b>	No standard installation charges. Please review the Service Proposal for additional details.	

**This Manor C1 Vendor Attachment pricing shall be deemed part of and incorporated into Spectrum's bid response to which it relates, and is subject to Spectrum's terms, conditions, qualifications and exceptions stated therein.**

□

# Spectrum Enterprise

## Response to Request for Proposal for Manor Independent School District

Form 470 Application Number: 250003151

Presented To:

David Gonzalez  
10335 US Hwy. 290E  
Manor, TX 78653  
david.gonzalez@manorisd.net

Presented By:

John Pitts  
Strategic Account Manager - Gov't/Ed  
12012 N Mopac Expressway  
Austin, TX 78758  
(512) 230-4933  
john.pitts@charter.com



December 3, 2024

David Gonzalez  
Manor Independent School District  
10335 US Hwy. 290E  
Manor, TX 78653  
david.gonzalez@manorisd.net

Dear David:

Spectrum Enterprise<sup>1</sup> ("Spectrum") is pleased to submit the enclosed proposal in response to your Request for Proposal ("RFP"). Our response demonstrates Spectrum's ability to provide network solutions that will enable Manor Independent School District to satisfy its technology needs.

Continuing our partnership ensures Manor Independent School District will continue to benefit from a strong telecommunications foundation, and maximizes your ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country, making us one of the top service providers within the E-Rate program.

Thank you for the opportunity to respond to your RFP. John Pitts is leading Spectrum's effort. Please do not hesitate to contact John at (512) 230-4933 or [john.pitts@charter.com](mailto:john.pitts@charter.com).

Sincerely,



David Brown  
Director, Sales Vertical Accounts

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

## TABLE OF CONTENTS

Terms of Offer .....	4
Terms and Abbreviations .....	5
Executive Summary .....	6
Spectrum Service Proposal .....	8
Appendix I .....	17

## TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Manor Independent School District (“Customer”) or otherwise be sufficient to create a binding contract between Manor Independent School District and Spectrum.

Spectrum’s bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> or any successor URL) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the “Agreement”).

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

In the event only a portion of Spectrum’s proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Manor Independent School District based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission (“FCC”) submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company (“USAC”) requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum’s response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

## TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

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



## EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Manor Independent School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

### Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced network solutions and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-Rate program to help fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools and libraries. Technology and education have converged, and your communications needs are growing rapidly.

### Spectrum's Solution

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

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

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

### Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement.

### Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support Spectrum. We have around-the-clock, U.S. based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are proposing to Manor Independent School District will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign an account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs

- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network

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

To support E-Rate program participation, Spectrum:

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

## Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Manor Independent School District, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum’s objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

## SPECTRUM SERVICE PROPOSAL

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

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

### Investment for Spectrum Services

Service Location	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRC	OTC
10335 US Highway 290 E. Manor, TX 78653	DFI	10 Gbps	12	1	\$3,225.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	10 Gbps	36	1	\$2,499.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	10 Gbps	60	1	\$2,375.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	15 Gbps	12	1	\$4,874.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	15 Gbps	36	1	\$3,149.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	15 Gbps	60	1	\$2,675.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	20 Gbps	12	1	\$5,849.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	20 Gbps	36	1	\$3,499.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	20 Gbps	60	1	\$2,975.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	25 Gbps	12	1	\$6,824.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	25 Gbps	36	1	\$4,249.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	DFI	25 Gbps	60	1	\$3,612.00	\$0.00
10335 US Highway 290 E. Manor, TX 78653	Static IP (29)	N/A	All Terms	1	\$0.00	\$0.00

The Manor C1 Vendor Attachment pricing sheet shall be deemed part of and incorporated into Spectrum's bid response, and is subject to Spectrum's terms, conditions, qualifications and exceptions stated herein.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency:

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

## Contract Extension

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

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to

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

### Upgrade Path

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

# RFP 250003151 - Manor ISD

**RFP Number:**

250003151

**Posted Date:**

10/29/2024 10:00:00 AM CST

**Close Date:**

12/5/2024 10:00:00 AM CST

**Q&A Close Date:**

11/5/2024 10:00:00 AM CST

## Bid Criteria

**Purchasing decisions will be based on the following criteria:**

Criteria	Points
Price of eligible service/product	30
Quality of vendor's service/product	15
Service/product meets school needs	10
Past relationship with vendor	5
Total long term cost to the district	15
Proposer's compliance with specifications	5
Technical support and reliability	20

## RFP Requirements

***All proposals need to be submitted through this system to be accepted.*** No phone calls concerning this application will be accepted. All communication about this RFP will only be provided via the Q&A section of this RFP in which questions and answers will be posted publicly. Responses received after the stated deadline may be deemed non-responsive. All vendors must comply with Texas Education Agency Financial [Accountability](#) Guidelines found in Module 5: Purchasing.

Spectrum agrees to comply with the Texas Education Agency Financial Accountability Guidelines, provided such guidelines do not interfere with the exercise by Spectrum of its rights hereunder or its ability to provide Services to the Customer.

### Specific Requirements:

- All proposals should be received by the Bid Close Date. Any offer, modification, revision, or withdrawal of an offer received after this Close Date may not be considered unless it is determined that an untimely submission was due to circumstances beyond the vendors control, a consideration of the offer would be in the best interest of the applicant, or the offer is the only proposal received.

Acknowledged.

- For all of the items/services listed in this Request for Proposal, please consider services that are equivalent, more/less in quantity, better and/or more cost effective when submitting proposals.

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

- If installation is requested, then installation must be included with the equipment and/or service requested. Otherwise, the bid may be considered non-responsive.

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

- All equipment on this request is for owned equipment. Unless otherwise stated, any leased equipment responses may be deemed nonresponsive.

Spectrum does not offer any "owning" or "leasing" options for the equipment used to provide its data transmission services. Spectrum's solution is provisioned as a Spectrum owned-and-operated service. Spectrum retains ownership of all Spectrum-provided equipment (except as specifically provided otherwise in the Agreement).

- In the event that no bids are received in a certain service category, we may solicit cost-effective bids after the Bid Close Date.

Acknowledged.

- If special construction charges apply, please include the option for installment payments of up to 4 years for the applicants non-discounted share.

Special construction payment options, if applicable, are included in Spectrum's Service Proposal. Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

- All contracts are contingent upon funding by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) unless otherwise agreed upon by district.

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

- All pricing provided in the proposal should be in accordance with the Lowest Corresponding Price rule.

Spectrum complies with all FCC Lowest Corresponding Price (LCP) rules and all applicable laws, ordinances, rules and regulations related to its performance obligations under the Agreement.



- Service providers may include contingency fees in their bid responses if they deem it a necessary item and the fees are reasonable and a regular business practice. These fees should be included based on the situation/circumstances to provide the service/products. These charges should be separate from any other charges and clearly listed in the proposal. The fees will only be paid if the service/products are completed.

This is not applicable to Spectrum's response.

- Proposers should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.

Please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the Schools and Libraries Division of USAC.

- Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant.

Charter Communications Operating, LLC's SPIN is 143050436 and FRN is 002526580, and is in good standing with the FCC and USAC.

- Proposers will be held responsible for complying with all E-Rate program rules. No gifts shall be offered or accepted by the applicant at any time.

Spectrum complies with all applicable E-Rate program rules and all applicable laws, ordinances, and regulations related to its performance obligations under the Agreement.

- All submitted bids should include contracts and the contracts should also include the option for voluntary extensions unless they are month to month services.

Spectrum has included a Sample Agreement.

Please review the Contract Extension provision in the Service Proposal.

- Submitted bids should include scalability of bandwidth during the terms of the contract.

Please review the Upgrade Path provision in the Service Proposal.

- A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

Since Spectrum is not a manufacturer of the equipment used to deliver the Services, Spectrum cannot warrant that the equipment is free from defects. If the Services are not functioning properly, then Spectrum is obligated to fix such problem (which may include replacement of Spectrum Equipment). Additionally, non-performance of Service is governed by Spectrum's applicable SLA(s).

Warranties shall be governed by Sections 14(a) of the Agreement.

## Requested Services and/or Equipment

### Data Transmission Services

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Leased Lit Fiber - IA	Ethernet	Fiber	10 Gbps	25 Gbps	1	Yes	Yes
Seeking quotes for a fully managed, leased lit fiber Internet Access with bandwidth options ranging from approximately 10 Gbps to 25 Gbps to terminate ISD Adm in Building for all District locations to share. Please bid in increments of 10 Gbps, 15 Gbps, 20 Gbps, and 25 Gbps. Please complete the attached form "Manor C1 Vendor attachment" when submitting a bid.							

In addition to the Manor C1 Vendor Attachment pricing sheet, please review the Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Please review the Upgrade Path provision in the Service Proposal.

### Locations

DMARC?	Name	Address
No	BLAKE MANOR ELEMENTARY SCHOOL	18010 Blake Manor Road Manor, TX 78653-
No	BLUEBONNET TRAIL ELEM SCHOOL	11316 Farmhaven Road Austin , TX 78754-
No	DECKER ELEMENTARY SCHOOL	8500 Decker Lane Austin, TX 78724-
No	DECKER MIDDLE SCHOOL	8104 Decker Lane Austin, TX 78724-

No	District Police	312 W. Murray Ave Manor, TX 78653
No	Early College High School	14832 N FM 973 RD Manor, TX 78653
No	EXCEL HIGH SCHOOL	600 E. Parsons Street Manor, TX 78653-
No	Lagos Elementary School	11817 Murchison Manor, TX 78653
No	MANOR AG BARN	12900 Gregg Manor Rd Manor, TX 78653
No	Manor Alternative Placement Campus	10516 Old Hwy 20 Manor, TX 78653
No	MANOR ATHLETIC COMPLEX	14832 FM 973 Manor, TX 78653
No	MANOR CAREER AND TECH CERT CENTER	312 W MURRAY Manor, TX 78653
No	MANOR ELEMENTARY SCHOOL	12904 Gregg Manor Road Manor, TX 78653-
No	MANOR HIGH SCHOOL	12700 Gregg Manor Road Manor, TX 78653-
Yes	MANOR ISD ADMIN BUILDING	10335 US HWY 290 E. Manor, TX 78653
No	MANOR ISD FACILITIES	12716 GREGG MANOR ROAD Manor, TX 78653
No	MANOR ISD TRANSPORTATION	10332 OLD HIGHWAY 20 Manor, TX 78653
No	MANOR MIDDLE SCHOOL	12900 Gregg Manor Road Manor, TX 78653-

No	MANOR NEW TECH HIGH	10323 US Hwy 290 East Manor, TX 78653-
No	MANOR NEW TECH MIDDLE SCHOOL	12116 JOYCE TURNER DRIVE MANOR, TX 78653
No	Manor Rise Academy	10335 HWY 290E Manor, TX 78653
No	Manor Transportation Facility	13601 Cameron Road  Pflugerville, TX 78653
No	OAK MEADOWS ELEMENTARY	5600 Decker Lane Austin, TX 78724-
No	PIONEER CROSSING ELEMENTARY	11300 Samsung Blvd Austin, TX 78754-
No	PRESIDENTIAL MEADOWS ELEMENTARY	13252 George Bush Street Manor, TX 78653-
No	ShadowGlen Elementary	12000 ShadowGlen Trace Manor, TX 78653-
No	Wildhorse Elementary	10400 Wildhorse Ranch Trail Manor, TX 78653

## Additional Information

**This RFP has an attachment.**

## RFP Q&A

There are no questions.

## Attachments

Manor C1 Vendor attachment.xlsx

Acknowledged.

## **APPENDIX I**

- **Dedicated Fiber Internet Service Level Agreement**
- **Dedicated Fiber Internet Product Brief**
- **Dedicated Fiber Internet Technical Specifications**
- **Sample Agreement**

# Spectrum Enterprise

## Dedicated Fiber Internet Service Level Agreement

This Service Level Agreement (“SLA”) for Spectrum Enterprise (“Spectrum”) Dedicated Fiber Internet (referred to herein as “DFI” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

### I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>Service Disruption resulting in a total loss of Service; or</li> <li>Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>Service Degradation where Customer is able to use the Service</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>A service problem that does not impact the Service; or</li> <li>A single non-circuit specific quality of Service inquiry</li> </ul>

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

### II. SLA Targets for DFI Service

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery
End to End: 100%	Priority 1 Outages within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%

SLA Targets are measured from Customer’s Service Location to the location where Spectrum Enterprise (“Spectrum”) has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected DFI circuit or Service (the “Affected Service”).

### III. SLA Calculations

#### 1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

<b>Service Availability =</b>	<b><math>\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}}</math></b>	<b>X 100</b>
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#### 2. Mean Time to Restore (“MTTR”)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

<b>Mean Time to Restore =</b>	<b><math>\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}</math></b>
-------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

#### 3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

<b>Latency or Frame Delay Average (ms) =</b>	<b><math>\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}</math></b>
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#### 4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

<b>Packet Delivery (%) =</b>	<b><math>\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}}</math></b>	<b>X 100</b>
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#### 5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).



Jitter/Frame Delay Variation is calculated as follows:

<b>Jitter or Frame Delay Variation Average (ms) =</b>	<b><math>\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}</math></b>
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#### IV. Remedies

##### 1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges (“MRC”) for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Credits		
Downtime		Service Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore (“MTTR”) Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum’s sole and exclusive liability, with respect to any missed SLA Targets.

##### 2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

## V. Network Maintenance

### **Maintenance Notice:**

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

### **Maintenance Windows:**

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.

# Dedicated Fiber Internet for K-12 education



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

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

Dedicated Fiber Internet is a service that offers high-speed, scalable, nationwide internet connectivity, with performance and support you can count on. The service is backed by a 100% uptime service-level agreement (SLA) all the way to the hand-off point at your location.

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## Product highlights

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

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## Key features

- A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network that is available nationwide.
- The service delivers low latency, jitter and packet loss all the way into the client suite.
- Symmetrical access that scales up to 100 Gbps.
- 100%, 24/7/365 U.S.-based support and local technicians.
- Multiple physical diversity and redundancy options to help protect your network.

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## Technical specifications

### Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- On-net locations are provisioned via our advanced fiber network from the client premises to one of many hub locations throughout the Spectrum Enterprise® network footprint.

### Routing

- Static or border gateway protocol (BGP) traffic routing options.

### Internet access demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID).
- Traffic is routed over the Spectrum Enterprise IP network until it is delivered to the internet.
- Demarc extensions are installed for most buildings where service is provided.

### Static IP addresses:

- Initial IP block is included.
- Additional IP address space available upon request.
- Support for dual stacking of IPv4 and IPv6.

### Other available services

- **Wireless Internet:** Connect to the internet with a wireless solution that helps keep your business running. This all-inclusive wireless internet service comprises equipment, installation and support.
- **Enterprise Network Edge:** Improve the network experience for your teams with an enterprise-grade managed solution that brings together connectivity, equipment and network management to support both hybrid networks and workforces. Powered by Fortinet, the solution simplifies IT operations by providing networking with security features and optional integrated WiFi and switching in a multi-cloud-ready platform.
- **Managed Network Edge:** Delivered over the Cisco Meraki platform, this fully managed, modular service offers security features, routing, SD-WAN, WiFi, switching, smart cameras, environmental sensors and the ability to work from anywhere there is an internet connection.
- **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- **Managed cloud security:** Help protect every user, device and application with cloud-based solutions that simplify the security experience. **Secure Access with Cisco Duo** and **Cloud Security with Cisco+ Secure Connect** apply zero trust network access and multi-factor authentication technologies to help guard against unauthorized access to data both on and off your network. Make your security framework more efficient and improve visibility regardless of users' location with fully managed solutions and expert support.
- **DDoS Protection:** Guard against malicious volumetric attacks designed to overload your network with world-class distributed denial of service (DDoS) threat identification and mitigation.
- **Unified communications:** Answer communication and collaboration needs with a fully managed, cloud-based voice solution that brings together calling, messaging, meetings, virtual workspaces and more in a single application that delivers a unified experience for today's mobile, on-the-go workforce.

### Learn more

[enterprise.spectrum.com/K12Ed](https://enterprise.spectrum.com/K12Ed)

### About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, Inc., is a national provider of scalable, fiber technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes [networking and managed services solutions: Internet access, Ethernet access and networks, Voice and TV solutions](#). The Spectrum Enterprise team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit [enterprise.spectrum.com](https://enterprise.spectrum.com).

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# Dedicated Fiber Internet (DFI)



For businesses with high-bandwidth requirements, Spectrum Enterprise Dedicated Fiber Internet (DFI) offers continuous, protected connectivity between your LAN and the internet.

As an alternative to traditional high-speed data connections, DFI provides symmetrical connectivity for businesses that need high-bandwidth upload capability. Your DFI service runs on our redundant and private end-to-end fiber network.

Your DFI service is proactively monitored 24/7 to verify uptime and availability. Our industry-leading Service Level Agreement guarantees best-in-class network performance and availability for your mission-critical operations,

## Network

Our DFI is IP over IEEE 802.3-based full duplex non-circuit switched services. DFI is provisioned on dedicated, fiber optic facilities from the client's premise to the Spectrum Enterprise hub site and is terminated at the Ethernet aggregation switch from 20 Mbps to 100 Gbps. Spectrum Enterprise DFI service has been architected to have multiple routing paths over multiple, redundant network elements in the core network. The fiber access circuit is not susceptible to electromagnetic interference and is a highly reliable infrastructure.

## Internet access demarcation

The client is responsible for the LAN infrastructure and configuration, including the physical connection to the router. Fiber connections to the Spectrum Enterprise network are managed by a dedicated router. All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network.

## About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, Inc., is a national provider of scalable, fiber technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes [networking and managed services solutions: Internet access, Ethernet access and networks, Voice and TV solutions](#). The Spectrum Enterprise team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit [enterprise.spectrum.com](https://enterprise.spectrum.com).

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## Routing

Routing options are provided through LAN, static routing or Border Gateway Protocol (BGP). BGP routing can be used for dynamic routing of information between different administrative routing domains without passing explicit topology details.

## Static IP addresses

IP address space is included; more is available in accordance with ARIN IP allocation policies.

## Billing and technical support

Spectrum Enterprise provides assistance in trouble reporting for any billing, technical or DFI service-related issues.

## Network monitoring

Spectrum Enterprise monitors all Internet routes 24/7 by polling the network devices every 5 minutes. Polling data includes registration failure, port down status and power failure. Real-time alarms are sent directly to the Commercial Network Operations Center. Our tools provide tests that are performed from various locations and keep both external and internal components under constant surveillance.

## Site access

The client must provide access to its site to Spectrum Enterprise personnel (or approved contractors) for the purposes of installing or maintaining its services. This includes access to buildings and point of demarcation (switch/router) for service installation and maintenance. For maintenance purposes, the CPE should be located in an area where it can be accessed by Spectrum Enterprise technicians. If the equipment is not accessible, then the client must provide access for troubleshooting and/or maintenance purposes.

## Service-level agreement

The Spectrum Enterprise Dedicated Fiber Internet Service-Level Agreement guarantees 100% availability and predictable performance across all DFI circuits we provision nationwide, including best-in-class metrics for latency and packet delivery, and sets the benchmark for accountability of critical transport connections.



## SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below (“Customer”) hereby acknowledges and agrees to the Commercial Terms of Service attached hereto (“Terms of Service”) with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a “Service Order”), which together with this agreement constitute the “Service Agreement” by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder (“Spectrum”).

Spectrum Sales Support Contact Information	
Spectrum Account Executive:	
Office:	Mobile:
Email:	

Customer Information				
Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer’s Main Tel. No.:				
Customer Contact Name:	Email:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	Email:		Tel No:	

### Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: