



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: 3/21/2018

- Purpose: Presentation/Report Recognition Discussion/ Possible Action
- Work Session Recognition Discussion Only Consent

From: Scott Laleman, Director of Technology

Item Title: Approve e-rate category 1 contracts

Description:

Approve e-rate category 1 contract with AT&T for PRI and analog/long distance voice lines. Also approve e-rate category 1 contract with Sprint cellular device services.

Recommendation:

Approve e-rate category 1 contracts with AT&T for voice services and category 1 e-rate contract with Sprint for cellular services.

District Goal/Strategy:

Strategy 2 We will develop a strong support system offering opportunities across the curriculum to create an innovative school experience, teaching students to value their education and motivate them to achieve excellence.

Funding Budget Code and Amount:

CFO Approval



199 51 6256 68 930 X99 0PR, 199 51 6256 68 930 X99 0TE, 199 51 6256 68 930 X99 0MD	
------------------------------------------------------------------------------------	--

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

3-8-18
3-8-2018

Superintendent:

2018 E-Rate RFP Pricing

		Formost	AT&T
Cat 1 Voice/PRI			
1) The purchase price of Erate eligible products & services 20	20	20	19
2) Other costs 5	5	5	4
3) The reputation of the vendor and of the vendor's goods or services 10	10	10	10
4) The quality of the vendor's goods or services 10	10	8	9
5) The extent to which the goods or services meet the district's needs 10	10	8	9
6) Buying Group approved bidder 15	15	15	15
7) Past relationships 10	10	7	8
8) Underutilized Business 10	10	0	0
9) Long Term Cost 10	10	8	9
Total points 100	100	81	83
Cat 1 Cell		AT&T	Sprint
1) The purchase price of Erate eligible products & services 20	20	18	20
2) Other costs 5	5	5	5
3) The reputation of the vendor and of the vendor's goods or services 10	10	10	10
4) The quality of the vendor's goods or services 10	10	10	10
5) The extent to which the goods or services meet the district's needs 10	10	10	10
6) Buying Group approved bidder 15	15	15	15
7) Past relationships 10	10	10	10
8) Underutilized Business 10	10	0	0
9) Long Term Cost 10	10	10	10
Total points 100	100	88	90



1010 N St Mary's St.
San Antonio TX 78215

Office: 210-218-2091
ks4402@att.com
www.att.com

January 30, 2018

Peggy Lee Gonzalez
Director of Purchasing
South San Antonio ISD
5622 Ray Ellison Blvd
San Antonio, TX 78242

Dear Ms. Gonzalez:

AT&T appreciates the opportunity to respond to South San Antonio Independent School District's RFP #2017-11 REQUEST FOR PROPOSALS FOR E-RATE CATEGORY ONE SERVICES. We understand that South San ISD is faced with the challenge of driving student achievement and enhancing staff development, while keeping their learning environments dynamic and protected.

Your AT&T account team understands your priorities and recommends AT&T Ethernet Access to AT&T Dedicated Internet (EaADI). We have also proposed our dedicated ethernet for site to site connectivity requested by South San ISD. In addition, we have responded to the variety of legacy voice services and cellular as a part of our recommendations for the District. Our proposal will give South San ISD the right technical solutions at the right price from a company with the largest Global IP network in the world.

The AT&T network has 3800+ MPLS nodes embedded in our network, carries more than 180 petabytes of data crosses our network daily with Dedicated Ethernet access in 197 countries and territories.

AT&T has the Infrastructure in place today and we are now enhancing our solutions using software to bring our customers the network of the future. AT&T is leading the technology movement from a hardware centric network spanning the globe to that of software driven network for our customers' diverse and unique needs.

We're proud to bring our communications expertise and our strategy moving forward. In addition to our knowledge of the E-rate program. In the attached proposal, we describe the solution in more detail and look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Katy G. Swan". The signature is written in a cursive, flowing style.



Katy J. Swanson
Client Solutions Executive 3





Connecting Your World

AT&T Response to South San Antonio Independent School District's RFP #2017-11 FOR E-RATE CATEGORY ONE SERVICES

January 30, 2018

Katy J. Swanson
Client Solutions Executive 3
AT&T
1010 N St Mary's St.
San Antonio TX 78215
Office Phone: 210-218-2091
Email: ks4402@att.com



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 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. **Copyright Notice and Statement of Confidentiality**—©2018 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest 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, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/si/. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband internet access services, please visit www.att.com/broadbandinfo. **End User Equipment**—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ <http://www.usac.org/si/> and Cost Allocation Guidelines for Services @ <http://www.usac.org/si/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.



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AT&T ATTACHMENTS





Notwithstanding anything contained in this RFP to the contrary, AT&T Corp, on behalf of itself and its service-providing affiliates, (hereinafter "AT&T") submits this RFP response (the "Response" or "Proposal Response") subject to the provisions of this Response and the terms and conditions contained in the attached existing AT&T Unified Agreement # 20100209-0090UA signed on Feb 9, 2010, the corresponding Pricing Schedule(s), and any mutually agreed to associated transaction-specific documents to be entered into between AT&T and the South San Antonio Independent School District (the "District" or "Customer") (collectively the "Proposed Contract Documents") and not pursuant to the terms and conditions contained within or referenced to in this RFP document. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").

In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").

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

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

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

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





RFP Response



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSALS FOR E-RATE CATEGORY ONE SERVICES

RFP Number: #2017-11

FCC Form 470 Number: 180002766

Proposals to be accepted by: Peggy Lee Gonzalez
Director of Purchasing
South San Antonio ISD
5622 Ray Ellison Blvd
San Antonio, TX 78242

Deadline: January 30, 2018, 2 p.m.

Type of Services: E-Rate Category One Services

South San Antonio Independent School District (DISTRICT or SSAISD) is seeking proposals from companies who provide E-Rate Category One services.

The DISTRICT reserves the right to reject, all proposals, waive any irregularities and to request additional information from proposers to clarify any areas of the proposal.

AT&T Response:

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





Any person or entity responding to this RFP/RFQ shall be referred to herein as a "Proposer". Any reference to "you", "your" or derivation thereof refers to any actual or potential Proposer reviewing this RFP/RFQ. One (1) original proposal and three (3) copies shall be submitted in a sealed envelope along with an electronic copy of all documents submitted on a properly named flash drive.

Questions regarding this RFP/RFQ must be submitted in writing and shall be directed to Peggy Lee Gonzalez, Director of Purchasing (pgonzalez2@southsanisd.net) by December 20, 2017 at 11:00 am (CST).





NOTICE TO VENDORS

To Whom It May Concern:

Thank you for your consideration of REQUEST FOR PROPOSALS #2017-11 – E-RATE CATEGORY ONE SERVICES. The District understands and appreciates all efforts undertaken in the preparation and submission of your proposal.

It is the intent of this administration to conduct a fair and impartial evaluation of all submitted proposals. The District requests that no efforts be undertaken by vendors to independently contact the District's evaluation team for this RFP/RFQ with the purpose of seeking an unfair advantage. As a matter of fairness, this is necessary in order to provide due and proper consideration to every submittal.

This request also extends to contact, communications, and/or interactions with the members of the School Board. Communication with the Board of Trustees by vendors puts the administration and the Trustees in a very difficult position. It is our experience that such advocacy efforts result in members receiving non-objective information that can result in confusion during the competitive procurement process.

When vendors contact members independently it facilitates the crossing over of those clearly defined and legally required roles of the Board and the Administration. This can result in legal issues and most certainly a compromise in the integrity of the entire procurement process. Please be advised that this administration will not favorably receive any evidence that a vendor has contacted the District staff or members of the Board of Trustees in an effort to seek an unfair advantage. Vendors in violation of this request will automatically be disqualified.

We anticipate your cooperation in maintaining the integrity of the competitive procurement process and thank you in advance for such efforts.

Respectfully,

The SSAISD Business Office





BID NOTICE

RFP #2017-11

Purpose of Request: The South San Antonio Independent School District seeks
REQUEST FOR PROPOSALS for E-RATE CATEGORY ONE SERVICES

Issue date: December 13, 2017	Last Date & Time to Submit: January 30, 2018 at 2:00 p.m.
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Questions due: December 20, 2017. Submit by 11:00 am by email to pgonzalez2@southsanisd.net

Contract Period: Effective July 1, 2018.

Options to renew: Yes, will consider multi-year contracts featuring voluntary renewals

Issued by: Peggy Lee Gonzalez, Director of Purchasing

Mail or deliver bids to:

Proposals will be opened immediately following the specified deadline. Any proposal received later than the specified date and time will be disqualified.

The bid packet may be found at www.southsanisd.net

South San Antonio I.S.D., Attn: Purchasing Dept., 5622 Ray Ellison Blvd., San Antonio, Texas 78242

FAXED PROPOSALS WILL NOT BE ACCEPTED

After evaluating the proposals, the Purchasing Department will present a recommendation to the S.S.A.I.S.D. Board of Trustees at the next regularly scheduled monthly meeting.





The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization is in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization		AT&T Corp.	
Signature of Authorized Representative			
Printed Name of Authorized Representative		Katy J. Swanson	
Position or Title of Authorized Representative		Client Solutions Executive 3	
Address: 1010 N St. Mary's St. San Antonio TX 78215			Date: 1/30/18
Telephone Number:	Fax Number :	Email	





210-218-2091	210-222-3602	ks4402@att.com
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EMAIL/FAX BACK IMMEDIATELY

FAX (210) 353-1206

Attn: Peggy Lee Gonzalez – Director of Purchasing

RFP #2017-11 E-Rate Category 1 Services

FCC Form 470 # 180002766

When downloading a bid/proposal, you are required to email/fax this sheet to our office. This allows us to add your firm to the vendor listing to receive addenda if any to this offering.

For questions, please contact us via email at pgonzalez2@southsanisd.net.

Name:	Katy J. Swanson
Title :	Client Solutions Executive 3
Organization:	AT&T Corp.
Address:	1010 N Saint Mary's St.
City, State, Zip:	San Antonio TX 78215
Work Phone:	210-218-2091
Fax:	210-222-3602
E-mail:	ks4402@att.com
E-Rate SPIN:	Internet – AT&T Corp – 143001192 Ethernet, POTS, PRI – AT&T Texas – 143004662 Cellular – AT&T Mobility – 143025240 Long Distance – AT&T Long Distance - 143008823





AT&T Response: AT&T complied





REQUEST FOR QUALIFICATIONS – RFP 2017-11

E-RATE CATEGORY ONE SERVICES

GENERAL INFORMATION

About the District

The South San Antonio Independent School District encompasses 21 square miles in the south and southwest portion of San Antonio. Portions of the school district adjoin Lackland Air Force base and Kelly USA. Total student enrollment in South San Antonio Independent School District is about 9,400 students.

Currently facilities include nine elementary schools serve approximately 4,800 students in pre- kindergarten through fifth grade. More than 2,100 students are enrolled in three middle schools. The district's high school has an enrollment of over 2,500. Students are also enrolled in the Career Education Center. All campuses in the South San Independent School District are fully accredited by the Texas Education Agency. For more information, visit our web site at: www.southsanisd.net.

Purpose of Proposal

South San Antonio Independent School District (DISTRICT) is seeking Erate Category One Services as defined in this Request for Proposal.

The District reserves the right to adjust the Scope of Services and completion schedule for services based on District budget and current District needs. The information contained in these specifications is to be used only in connection with preparing a proposal. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty.

AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Conditions affecting the configuration which are unknown at the time of submission, or changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed in AT&T's offer. Any additional equipment and services will be provided at additional cost. For clarification, any supplement to or modification of any provision of this Agreement or changes in scope must be in writing, mutually agreed and signed by authorized representatives of both parties.





Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

South San Antonio ISD ("District") reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of the District. The District also reserves the right to waive or dispense with any of the formalities contained herein. Different bidders may be selected for each scope of services section as indicated in this RFP.

AT&T Response:

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

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

Proposals are to be submitted on the basis of the specifications contained herein. All deviations from the specifications must be clearly identified and explained.

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and Statement of Work which may be developed by AT&T and the District after contract award. If awarded the business, AT&T will work with the District toward negotiation of mutually agreed upon contract terms.

No telephone, telephonic, or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, etc. Hand delivery of proposals is recommended. The District will not be responsible for missing, lost, or late mail. Any proposals received after the date and time set for opening will be returned to the proposer unopened.

Proposals are to be sealed in an envelope clearly labeled "E-RATE CATEGORY ONE SERVICES", RFP 2017-11" and submitted to:





Peggy Lee Gonzalez, Director of Purchasing
South San Antonio Independent School District
5622 Ray Ellison Blvd., San Antonio, TX 78242

Vendors are cordially invited to the proposal opening, but are not required to attend.

Contract Term

Contract(s) will be put into effect by means of a letter of acceptance, or some other written notification of acceptance by The District, within ninety (90) days of approval by The District's Board of Trustees. The document of acceptance, this RFP/RFQ, the Offeror's proposal, and possibly the Offeror's "binder" will comprise the contract. The Offeror's "binder" and/or standard contract may become a part of the contractual document, but the purchasing terms/conditions of this RFP/RFQ shall take precedence unless deviations/exceptions are specifically identified in a separate document that is executed by Offeror and the District's Director of Purchasing and noted as an attachment to the contract.

AT&T Response:

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

All questions regarding this REQUEST FOR PROPOSALS must be addressed in written format via e-mail to Peggy Lee Gonzalez, pgonzalez2@southsanisd.net, by December 20, 2017, at 11:00 am (CST). Response to questions will be issued in the form of an addendum and posted on <http://www.southsanisd.net>

Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

Selection Process/Criteria





South San Antonio ISD reserves the right to reject any or all of the proposals, in whole or in parts; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the District. Additional information may be requested from vendors selected to the list.

The District does not purchase on the basis of low proposals alone. Quality and suitability to purpose being controlling factors, it is understood that the purchaser reserves the right to arrive at such by whatever means may be determined.

The Selection Committee will submit recommendations for finalists to the Superintendent and Board of Trustees. Based on each vendor’s proposal, the district’s needs and funding, the District will negotiate pricing for products with the selected vendor.

Selection Criteria	Maximum Points
1) The purchase price of Erate eligible products & services	20
2) Other costs	5
3) The reputation of the vendor	10
4) The quality of the vendor’s goods or services	10
5) The extent to which the goods or services meet the district’s needs	10
6) Buying Group approved bidder	15
7) Past relationships	10
8) Underutilized Business	10
9) Long Term Cost	10
Total points	100

AT&T Response:

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





GENERAL SCOPE OF SERVICES

SPECIFICATIONS: Vendors shall propose the services as listed below. Pricing must include applicable surcharges and fees.

Required Notice to Proceed and Funding Availability

SSAISD will follow the purchasing policies of the SSAISD Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

AT&T's Response:

The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff. <http://www.usac.org/sl/applicants/step04/contract-guidance.aspx>. Accordingly, AT&T proposes the following language be included in the definitive agreement for non-appropriations and E-rate funding termination right. While AT&T does not agree to make this contract "contingent", AT&T would agree to the inclusion of a right to terminate the agreement if E-Rate funding is denied. Such non-appropriation and termination right would be subject to the following:

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

Proposals are requested for two options – leased lit fiber or leased dark fiber.

INTERNET ACCESS OR BROADBAND DATA CONNECTION BIDDERS:

Service Level Agreement

The respondent for Internet Access or Data Connections will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.

- Network Availability: the provider will make all reasonable efforts to ensure [99.9-99.99] % network availability of each circuit.
- Internet and Operations proposals only: Frame/packet loss Commitment
- Internet and Operations proposals only: Network Latency Commitment
- Internet and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

AT&T Response:

AT&T complies. Network Availability Objective for AT&T Dedicated Internet is 100% and 99.98% for AT&T Dedicated Ethernet (unprotected). Please see AT&T Attachments labeled AT&T Dedicated Internet_SLA and AT&T Dedicated Ethernet SLA for full details on AT&T's industry leading SLA's.

In addition, AT&T's Global IP Network-US Region ADI/ADIoD Footprint is also included in the Attachments section for your review. This shows the depth of our IP network is unmatched by any other provider.

In addition to the required services, the proposal may include but is not to be limited to the following services:

- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.





AT&T Response:

AT&T complies. AT&T monitors our Network Operations Center (NOC) and often notifies you of network trouble via our Customer Care organization.

The NOC uses Simple Network Management Protocol (SNMP) based software and other tools to continually monitor the status of the IP network (including non-SNMP equipment, domain name servers, and other network components), and AT&T Transport Centers monitor the underlying network. If we discover potential service problems, our Customer Care organization notifies you immediately via web, email, or text message.

If we haven't contacted you and you suspect that your service is impaired or isn't performing correctly, you can submit a trouble report 24x7 via the AT&T BusinessDirect® portal or www.att.com/expressticketing. Once we receive your report, we work with you to resolve the trouble. The portal lets you check the status of your trouble reports, download network performance reports, and view current network performance statistics anytime.

- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

AT&T Response:

For AT&T Dedicated Internet (ADI) and AT&T Dedicated Ethernet, you can issue and track trouble reports via the web or by phone.

The AT&T BusinessDirect® web portal or AT&T express ticketing site lets you submit a report, view its status, update it, and close it online 24x7. Alternatively, you can call our Customer Care center to report trouble or inquire about its status.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.





AT&T Response:

AT&T understands and will comply. South San Antonio ISD will have the capability to escalate service issues at any point. All escalation contacts will be provided when implementation is completed. Certain types of failures initiate automatic responses from our network without the need for you to create a trouble ticket. Most maintenance tickets are repaired expeditiously without any manual intervention. However, if the ticket is road blocked or you have a critical outage, customer escalations is an avenue for you to communicate that urgency.

The below table provides a guideline on how and when to submit escalations. Keep in mind, a status check is not an escalation request. The first customer escalation is a level 1 and tops out at the 6th level. Customer escalations are propagated to each department that is working on that ticket and the higher the escalation, the higher level of departmental manager is automatically notified.

Maintenance Ticket Escalation Path Continued

If you have a critical or road blocked maintenance ticket, please engage the Service Management Center of Excellence via <https://ebiznet.att.com/engage/repair/>. I am automatically cc'd on all your SM COE emails.

POTS and some DS0 Service By Commitment: <i>Date/Time metric</i>	Escalate if you do not have an ETA from the field technician within 2 hours of commitment via repair number.
DS1 and above Mean Time To Repair: <i>Timer metric</i>	Escalate every hour via www.att.com/expressticketing or repair number.

- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

AT&T Response:

AT&T understand and will comply.





- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the district.

AT&T Response:

AT&T understands and will comply.

- Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.

AT&T Response:

AT&T understands and complies. Please see AT&T Attachment: AT&T Dedicated Internet_SLA and AT&T Dedicated Ethernet SLA for full details on AT&T's industry leading SLA's including credits for out of service conditions.

- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

AT&T Response:

AT&T understands and will comply.

- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.

AT&T Response:

Please see AT&T Attachment: AT&T Dedicated Internet_SLA and AT&T Dedicated Ethernet SLA for full details on AT&T's industry leading SLA's.

- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the SSAISD.

Timeline

For each response, respondents must include a construction roadmap timeline. Preference is given to responses with a service start for all sites on July 1, 2018.





AT&T Response:

AT&T will install new service in parallel to the existing services to reduce/avoid downtime for your end users.

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

Demarcation

All solutions must terminate service or infrastructure to an existing network closet inside of the site specified. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

Respondent must specify your expected demarc setup included in base fees, e.g. fiber shelf with set-top box CPE and Cat6a handoff.

AT&T Response:

AT&T will comply. To clarify, AT&T will provide the service into the building MDF/demark however the conduit/entrance facility must be provided by South San ISD. Please see AT&T Attachment – AT&T Ethernet Service Installation for specific site prep requirements.

Network Diagram

For each response, respondents must include a network diagram displaying the paths to be used to serve the specified site.

AT&T Response:

AT&T complies.

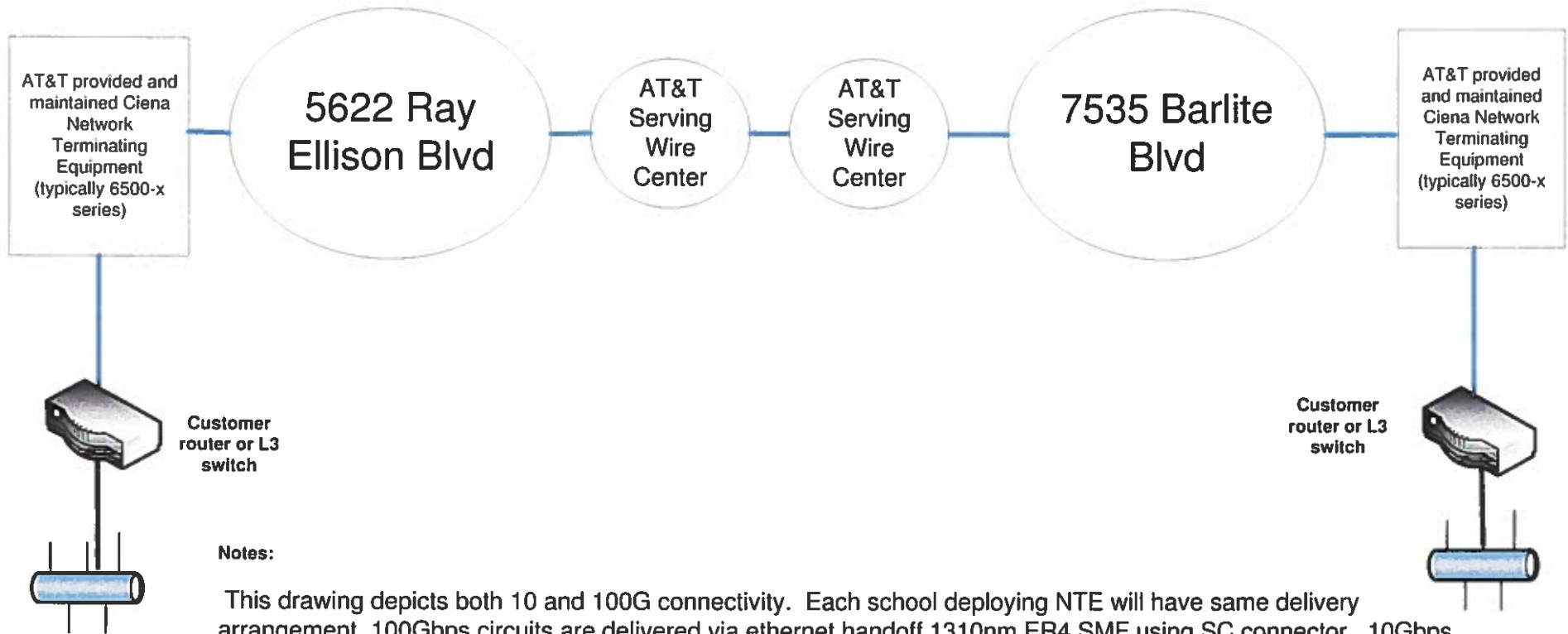




Proposed AT&T **Dedicated Ethernet Service (ADE)** for South San ISD - 10 or 100Gbps point to point ethernet service



Proposed AT&T Dedicated Ethernet Service (ADE) for South San ISD 10 or 100Gbps point to point ethernet service



Notes:

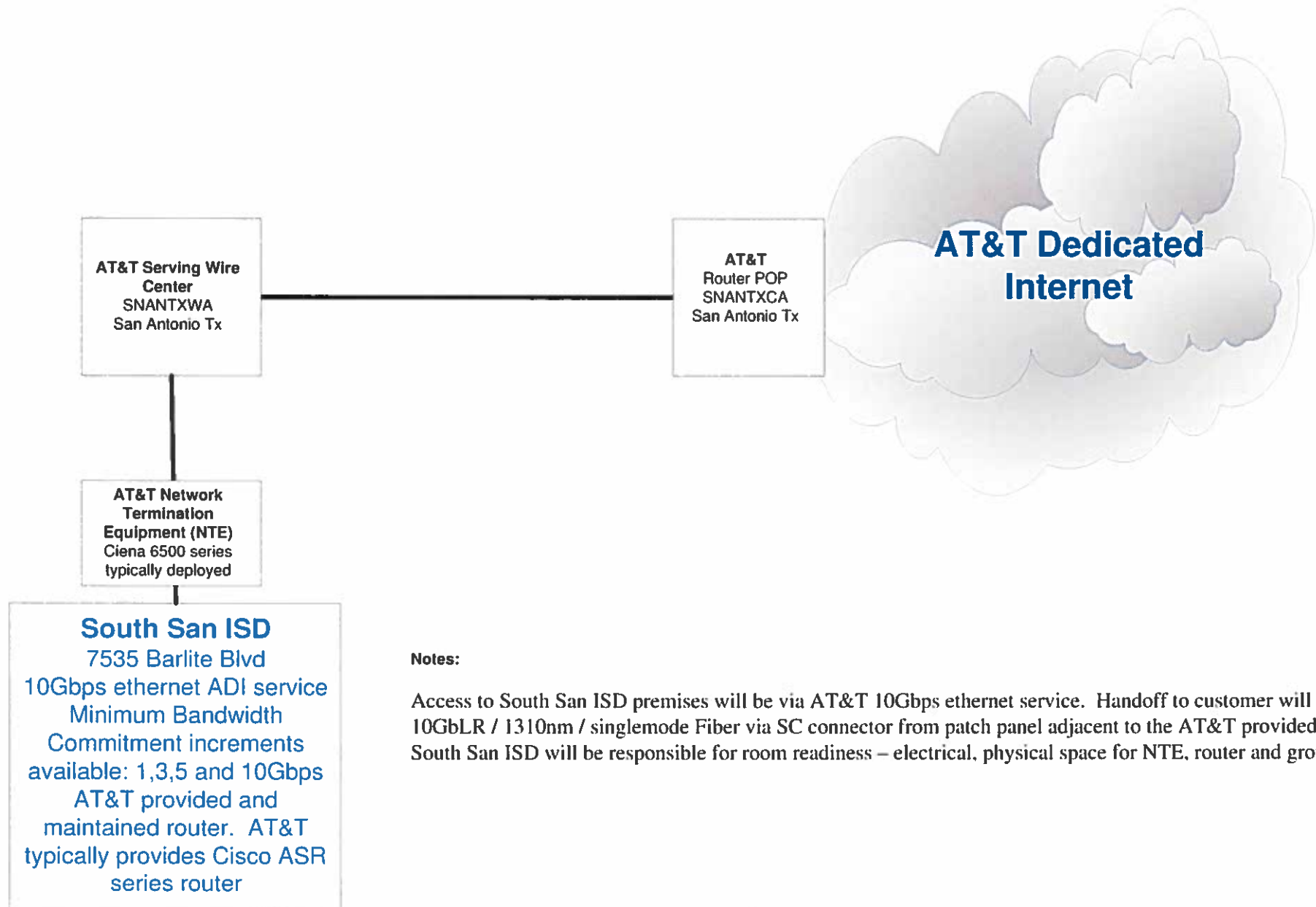
This drawing depicts both 10 and 100G connectivity. Each school deploying NTE will have same delivery arrangement. 100Gbps circuits are delivered via ethernet handoff 1310nm ER4 SMF using SC connector. 10Gbps circuits are delivered via ethernet handoff 1310nm LR SMF / LAN PHY using SC connector. Customer responsibility for conduit (where needed), physical space, electrical, grounding, and router to interface to the ADE service.



Proposed South San ISD **AT&T Dedicated Internet (ADI) – 10 Gbps Total Service Plus – AT&T provided router**



Proposed South San ISD AT&T Dedicated Internet (ADI) 10Gbps Total Service Plus – AT&T provided router



Notes:

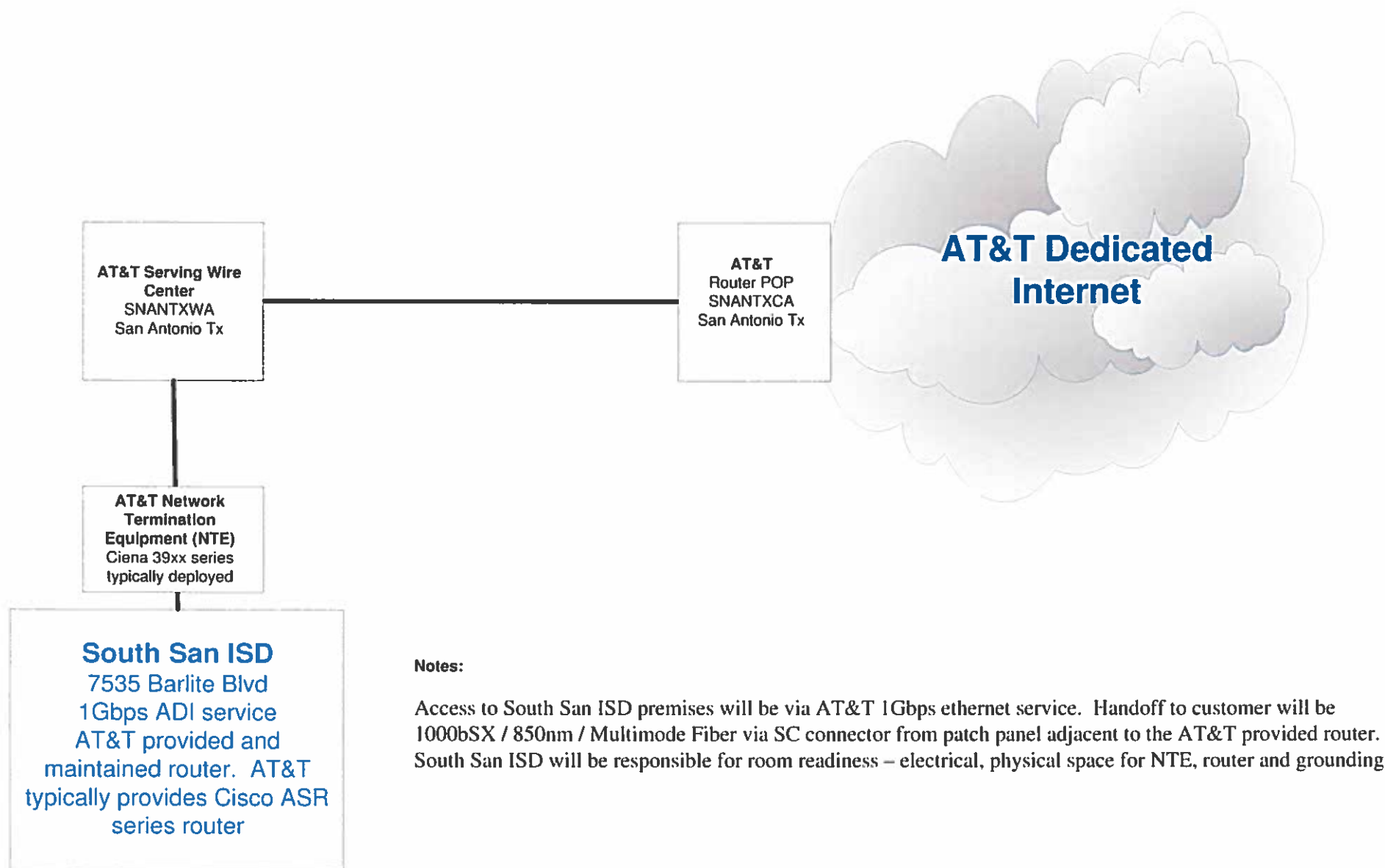
Access to South San ISD premises will be via AT&T 10Gbps ethernet service. Handoff to customer will be 10GbLR / 1310nm / singlemode Fiber via SC connector from patch panel adjacent to the AT&T provided router. South San ISD will be responsible for room readiness – electrical, physical space for NTE, router and grounding



Proposed South San ISD **AT&T Dedicated Internet (ADI) 1Gbps Total Service Plus** – AT&T provided router



Proposed South San ISD AT&T Dedicated Internet (ADI) 1Gbps Total Service Plus – AT&T provided router





Special Construction

New fiber special construction charges for lit service as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing SSAISD to pay the non-discount share (share of special construction costs that are the responsibility of the applicant) to be paid in equal annual installments over the four years from Funding Year 2018 to Funding Year 2022 inclusive. Responses must include agreement or non-agreement of this request.

All E-rate applications including special construction are subject to review and detailed questioning. Respondents for special construction should provide or be prepared to promptly provide the following information:

- A map file of the proposed fiber route in kmz or json format
- The cost per foot of fiber
- The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
- The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)
- The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make ready materials)

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and request only the special construction capital allocatable to the District's service.

AT&T Response:

Special construction charges do not apply to any of the services proposed by AT&T in this response.

1. VOICE SERVICES

Services in this section may be awarded to different providers.

Contract terms: MTM, 12 months, 24 months, or 36 months

1.1 Voice lines - 423 Business lines

1.2 PRI – up to 5 lines.





- 1.3 Long distance service to support up to 423 voice lines and up to 5 PRI lines
- 1.4 Cellular voice services for basic voice cellular service for up to 30 lines.

AT&T Response:

AT&T agrees to the proposed term and option to renew term which shall be set out in the applicable Proposed Contract Documents, or otherwise in new contracts to be entered into between the parties based on the Proposed Contract Documents, subject, however, to product availability and the terms and conditions relating to renewal and withdrawal of service as set out in the Proposed Contract Documents.

2. BROADBAND DATA CONNECTION

The District is seeking proposals for a broadband data connection between South San Antonio ISD Administration Building, 5622 Ray Ellison Boulevard, San Antonio, TX 78242 and South San Antonio High School, 7535 Barlite Boulevard, San Antonio, TX 78224.

2.1 Leased Lit Fiber.

Option 1 is a fully managed leased lit fiber service where the service provider would provide a fully managed service at the level of bandwidth stated by the applicant over service provider owned or controlled fiber. The leased lit fiber service should include all equipment, maintenance of equipment and maintenance and operations of the fiber infrastructure.

SSAISD is seeking bids for 10 Gbps, 25 Gbps and 40 Gbps for the leased lit fiber option. Contract terms up to 5 years

AT&T Response:

AT&T is proposing AT&T Dedicated Ethernet (ADE) for this option. We offer 1 Gbps, 10Gbps and 100 Gbps. Per the requirements in this RFP, AT&T is proposing 10 Gbps and 100 Gbps ADE.

2.2 Leased Dark Fiber. Provide bids for leased dark fiber.

AT&T Response:

AT&T is NOT offering a Dark fiber or Fiber Strands solution for this project. Notwithstanding anything contained in this RFP to the contrary, AT&T's proposal is submitted under the terms and conditions of the Proposed Contract Documents and this Response. Please note that 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. Accordingly, AT&T will provide all required equipment, electronics, software required to provide the offered AT&T service during the full term of the final contract. AT&T is willing to work cooperatively with District to finalize and/or clarify an acceptable agreement between the parties.

Option 2 is leased dark fiber where the third party owner of the fiber would lease to the applicant X strands of fiber infrastructure between the applicant's desired points of service. The applicant will be responsible for procuring the equipment necessary to provision the service, for maintenance and operations of the equipment and for maintenance and operations of the leased dark fiber. If the lessor of the leased dark fiber wishes to include maintenance and operations costs in the leased dark fiber bid, the lessor should quote maintenance and operations as a separate line item in the bid.

SSAISD is seeking bids for 2, 4, and 6 pairs of fiber between the sites in order to select the most cost effective solution for the District.

Contract terms up to 10 years.

2.2.1 Maintenance and Operations for leased dark fiber option. Bidders are to provide quotes for maintenance and operations of the leased dark fiber as a separate line item in the bid.

2.2.2 Modulating Equipment for leased dark fiber option. SSAISD is seeking bids for modulating equipment necessary for the applicant to light the fiber. Contract term July 1, 2018 – June 30, 2019

AT&T Response:

Not applicable to AT&T proposed solutions. AT&T is NOT offering a Dark fiber or Fiber Strands solution for this project. Notwithstanding anything contained in this RFP to the contrary, AT&T's proposal is submitted under the terms and conditions of the Proposed Contract Documents and this Response. Please note that 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. Accordingly, AT&T will provide all required equipment, electronics, software required to provide the offered AT&T service during the full term of the final contract. AT&T is willing to work cooperatively with District to finalize and/or clarify an acceptable agreement between the parties.





3 BROADBAND INTERNET ACCESS

The District is seeking proposals for a broadband Internet Access to South San Antonio High School, 7535 Barlite Boulevard, San Antonio, TX 78224.

3.2 Internet Access.

SSAISD is seeking bids for 1 Gbps, 3, Gbps, 5 Gbps, and 10 Gbps.

Contract terms 12 or 36 months.

3.3 Internet Access – on premise equipment.

SSAISD is seeking bids for managed router in order for the proposed Internet Access to be operational.

Contract terms 12 or 36 months.

AT&T Response:

AT&T understands and complies.





PROPOSAL FORMAT AND CONTENT

Vendors are required to provide information in their proposals in the format outlined below. You may also provide any additional sales and engineering documentation you deem relevant to the service being provided.

1. CORPORATE EXPERIENCE AND REFERENCE RESPONSE
2. EQUIPMENT RESPONSE
3. TECHNICAL REQUIREMENTS RESPONSES
4. SUPPORT AND SERVICE SPECIFICATIONS RESPONSE
5. WORK PLAN AND IMPLEMENTATION RESPONSE
6. VALUE-ADDED SERVICES
7. PRICING RESPONSE





EXHIBIT A: PRICING RESPONSE

1. VOICE SERVICES:

1.1. Voice Lines:

Standard business class access lines used for legacy applications such as fax machines, direct lines, alarm lines.

Price per line: \$22.15 per month for recurring charges.

Price per line: \$ 101.00 one time installation and order charges.

Surcharges and Fees per line: \$9.25 FUSF & EUCL per month for recurring charges.

Other E-Rate eligible monthly charges - provide monthly cost each

Ineligible monthly charges – provide monthly cost each

AT&T Response:

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

1.2 Primary Rate Interface (PRI):

AT&T Option 1 - Using Existing State of DIR TEXAN rates which require no long term contract (Presently billed under this DIR contract):

Price per access line: \$478.40 per month for recurring charges.





Price per access line: Order charges as follows: Non Recurring Charge of \$832 waived if services remain in place for 24 months. Service Order \$36, Trip Charge \$15, Central Office Charge (per B Channel) \$50.00. Only applies to new lines being installed. one time installation and order charges.

Surcharges and Fees per line: Port Charge of \$49.01, EUCL of \$38.05 per month for recurring charges.

Other E-Rate eligible monthly charges - provide monthly cost each

Ineligible monthly charges – provide monthly cost each

AT&T Option 2 - Using 36 or 60 month contract term option

Price per access line: \$400.00 per month for recurring charges.

Price per access line: Non Recurring Charge of \$832 waived if services remain in place for 24 months. Service Order \$36, Trip Charge \$15, Central Office Charge (per B Channel) \$50.00. Only applies to new lines being installed. one time installation and order charges.

Surcharges and Fees per line: Port Charge of \$49.01, EUCL of \$38.05 per month for recurring charges.

Other E-Rate eligible monthly charges - provide monthly cost each

Ineligible monthly charges – provide monthly cost each

AT&T Response:

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





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

1.3 Long Distance Service:

AT&T Proposes a 24 month contract for switched long distance at the following rates:

Interstate Rate: \$0.0440 billing increment: First 30 seconds then 18 seconds thereafter.

Intrastate Rate: \$0.0680 billing increment: First 30 seconds then 18 seconds thereafter

International Rate: varies by country billing increment: _____

Minimum annual commitment (enter \$0.00 if none): \$600.00

1.4 Cellular Voice Services

Cellular voice only plans. Attach vendor bid for other plans and details for proposal. Proposal MUST clearly list E-Rate eligible and ineligible costs.

AT&T Response:

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

Plan Description: AT&T Pooled GOV Nation 100 Rate Plan

\$ 22.20 each line per month for recurring charges.

\$ _____ per month E-rate eligible recurring charges.

\$ _____ per month ineligible recurring charges.

Minutes per month: 100 Minutes pooled per month per user





Night/weekend minutes: 5000 per month per user

Other plan details: AT&T Offers a number of rate plans competitively priced on the State of Texas DIR contract. These rate plans include voice only, voice and data, enhanced push to talk as well as substantial equipment offers. Your AT&T Team would welcome the opportunity to review and discuss the unique needs of each department and user to ensure the appropriate rate plans are chosen for each need. Please see AT&T Attachment labeled DIR TSO 3420 AT&TMobility Pricing

\$ 0.00 one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:

911 surcharge of \$0.50 per line and Federal Universal Service Fee - The FCC regulates this charge and adjusts the fee quarterly based on the fund's current balance.

2. BROADBAND DATA CONNECTION

The District is seeking proposals for a broadband data connection between South San Antonio ISD Administration Building, 5622 Ray Ellison Boulevard, San Antonio, TX 78242 and South San Antonio High School, 7535 Barlite Boulevard, San Antonio, TX.

Leased Lit Fiber Option – 5 year term

Leased Dark Fiber Option – 5 or 10 year term

Modulating Equipment – 12 mo. term

2.1 Leased Lit Fiber Option –

AT&T Response: AT&T is proposing AT&T Dedicated Ethernet

60 MONTH TERM

10 Gbps: \$ 1,642.72 per month for recurring charges

25 Gbps: \$ Not offered per month for recurring charges

40 Gbps \$ Not offered per month for recurring charges

100 Gbps \$ 8,870.00 per month for recurring charges

\$ 0.00 one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:





Municipal Right of Way Fees of not to exceed \$4.26

2.2. Leased Dark Fiber Option

AT&T Response: AT&T is not responding to this section/option.

60 MONTH TERM

4 strands (2 pair): _\$ _____ per month for recurring charges

8 strands (4 pair): _\$ _____ per month for recurring charges

12 strands (6 pair): _\$ _____ per month for recurring charges

120 MONTH TERM

4 strands (2 pair): _\$ _____ per month for recurring charges

8 strands (4 pair): _\$ _____ per month for recurring charges

12 strands (6 pair): _\$ _____ per month for recurring charges

\$_ _____ one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:

2.2.1. LEASE DARK FIBER – MAINTENANCE & OPERATIONS

AT&T Response: AT&T is not responding to this section/option.

60 MONTH TERM

M&O: _\$ _____ per month for recurring charges

120 MONTH TERM

M&O: _\$ _____ per month for recurring charges

Provide detail of services provided. Attach separate quote as needed.





2.2.2. MODULATING EQUIPMENT:

AT&T Response: AT&T is not responding to this section/option.

Describe equipment proposed. Attach proposal.

Description	Qty	Unit	\$	Extended \$
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3. INTERNET ACCESS:

The District is seeking proposals for a broadband Internet Access to South San Antonio High School, 7535 Barlite Boulevard, San Antonio, TX 78224.

Bidders are to provide pricing for bandwidth options of 1, 3, 5, OR 10 Gbps with contract terms of 12 or 36 months:

AT&T Response:

12 MONTH TERM (Initial 12 months with two annual voluntary renewals)

1 Gbps: \$ 3153.50 per month for recurring PORT charges.

\$ 1,200.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 1 Gbps Switched Ethernet Access

\$ 780.50 per month for recurring MANAGED ROUTER LEASE.

3 Gbps: \$ 5,989.05 per month for recurring PORT charges.

\$ 1,983.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 10 Gbps Dedicated Ethernet Access

\$ 2,102.40 per month for recurring MANAGED ROUTER LEASE.

5 Gbps: \$8188.20 per month for recurring PORT charges.

\$ 1,983.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 10 Gbps Dedicated Ethernet

\$ 2860.65 per month for recurring MANAGED ROUTER LEASE.

10 Gbps: \$ 13,909.05 per month for recurring PORT charges.

\$ 1,983.00 per month for recurring ACCESS charges.





SPECIFY BANDWIDTH OF TRANSPORT: 10 Gbps Dedicated Ethernet

\$ 4,863.15 per month for recurring MANAGED ROUTER LEASE.

36 MONTH TERM (Initial 36 months with two annual voluntary renewals)

1 Gbps: \$ 720.80 per month for recurring PORT charges.

\$ 1,200.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 1 Gbps Switched Ethernet Access

\$ 178.20 per month for recurring MANAGED ROUTER LEASE.

3 Gbps: \$ 2129.44 per month for recurring PORT charges.

\$ 1,983.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 10 Gbps Dedicated Ethernet Access

\$ 747.52 per month for recurring MANAGED ROUTER LEASE.

5 Gbps: \$2911.36 per month for recurring PORT charges.

\$ 1,983.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 10 Gbps Dedicated Ethernet

\$ 1,017.12 per month for recurring MANAGED ROUTER LEASE.

10 Gbps: \$ 4,945.44 per month for recurring PORT charges.

\$ 1,983.00 per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: 10 Gbps Dedicated Ethernet

\$ 1,729.12 per month for recurring MANAGED ROUTER LEASE.





\$ 750.00 if choose managed router option. If South San ISD elects to choose the 12 month term, a \$3,000 one time installation charge applies to the access. There is no access installation charges for the 36 month term one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:

Federal Access Recovery Fee - Up to 12% of ACCESS charges





FORMS CHECKLIST

1. Proposal following the format and content
2. Bid Notice – Page 3
3. Fax Back Form – Page 4
4. Contractor Criminal Background – Page 28
5. Subcontractor Form –Page 29 (if applicable)
6. Subcontractor Criminal Background – Page 30 (if applicable)
7. Non Collusion Statement – Page 31
8. Felony Conviction Notice– Page 32
9. Bidder’s Certification – Page 33
10. Deviation Compliance Form – Page 34
11. Hold Harmless – Page 35
12. No Bid Notification – Page 36
13. Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion – Page 37
14. W-9 (November 2017 version) – Page 38
15. Conflict of Interest Questionnaire – Page 39
16. SB 252, Chapter 2252 Certification – Page 41
17. House Bill 89 Verification- Page 42





GENERAL TERMS AND CONDITIONS

1. Acceptance of RFQ/RFPs Content - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions

contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

2. Responsiveness - It is the Bidder/Proposer's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions may result in disqualification.
3. RFQ/RFP Submission - Return signed original sealed bid/proposal in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time. Return bids/proposals to the Purchasing Department, 5622 Ray Ellison Blvd, San Antonio, Texas 78242. Additional copies of the bid/proposal may be requested.
4. Late Submission – RFQ/RFPs received after the time and date specified will not be accepted.





5. Signature Block – RFQ/RFPs received without proper signature will not be accepted.
6. Instructions to Bidders/Proposer - Facsimile (fax) bids/proposals will not be accepted.
7. Instructions to Bidder/Proposers - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation will result in disqualification of the bid/proposal.
8. Acknowledgement of Amendments - Changes to the RFQ/RFPs, prior to award, may be made in the form of an addendum. If the addendum is not returned, the RFQ/RFP will be disqualified.
9. Tax Exemption – The South San Antonio Independent School District is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session,

1961 – DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.

AT&T Response:

All terms and conditions relating to payment of taxes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4.2 (“Additional Charges and Taxes”) of the existing Unified Agreement and all subsections thereto.

10. Informalities and Irregularities - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any RFQ/RFP/RFP in whole or in part and/or to terminate the solicitation process in its entirety provided that action is in the best interest of the District. The Director, Purchasing Department shall reject the RFQ/RFP of the Bidder/Proposer who is deemed non- responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.

AT&T Response:

Regarding the waiver of minor irregularities and/ or informalities, AT&T agrees, except to the extent the waiver of minor irregularities and/ or informalities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T





reserves all protest rights afforded bidders/respondents participating in the contracting process.

- 11. Employee Discrimination - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.

AT&T Response:

AT&T agrees it will not discriminate in the performance of the services proposed herein against any employee or applicant for employment because of race, color, religion, sex, national original or ancestry. All terms and conditions relating to compliance with applicable laws shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.12 ("Compliance with Laws") of the existing Unified Agreement.

Further information is available at <http://about.att.com/content/csr/home/frequently-requested-info/policies.html#eopanchor>.

- 12. Evaluation Criteria - In awarding a contract, RFQ/RFPs will be evaluated on: the qualifications, the reputation of the vendor and of the vendor's services, the quality of the vendor's services,

the extent to which the services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the services, and vendor's references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the service and not price alone shall be considered in the acceptance of bids/proposals.

AT&T Response:

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

- 13. Recovery of Money - If the Bidder/Proposer fails to deliver both the quality and quantity of services on which the award was made in the manner specified in the contract, SSAISD reserves the right to obtain the specified services on the open market and vendor agrees to allow SSAISD to deduct the difference in price and cost of handling, if any, from





pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.

AT&T Response:

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 ("Suspension and Termination") of the existing Unified Agreement and all subsections thereto. Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

AT&T is uniquely qualified to provide proficient technical service for the system proposed herein. Only manufacturer trained Technicians and Service Consultants perform installation, and maintenance on the system. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits

- 14. Purchase Orders - Successful vendor shall not begin work/services without a signed purchased order and a notarized 1295 form.

AT&T Response:

Any Customer purchase orders issued for services as provided under this RFP

must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

- 15. Taxes - Because fiscal responsibility is a criterion, in the event that a vendor is or subsequently becomes delinquent in the payment of school advalorem taxes, such fact may be grounds for rejection of the RFQ/RFP, or if awarded the RFQ/RFP, for cancellation of the contract. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the District may owe to the vendor as a result of such contract.

AT&T Response:

All terms and conditions relating to payment of taxes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4.2 ("Additional Charges and Taxes") of the existing Unified Agreement and all subsections thereto.

- 16. Assignment Delegation - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Materials Management or designee is





received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 5622 Ray Ellison, San Antonio, TX 78242. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.

or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.

AT&T Response:

All terms and conditions relating to assignment shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.5 ("Assignment and Subcontracting") of the existing Unified Agreement.

- b. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
- c. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.

17. Termination - The award or agreement resulting from this RFQ/RFP may be terminated or cancelled under the following circumstances. District may cancel or terminate the award or agreement for convenience upon 60 day written notice. During the term of the agreement, the District may terminate the agreement at the expiration of each District budget periods if funds are not appropriated for payment under the agreement.

- a. Work under the agreement may be terminated in whole

AT&T Response:

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





- 18. Force Majeure - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

AT&T Response:

All terms and conditions relating to force majeure shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.3 ("Force Majeure") of the existing Unified Agreement.

- 19. Indemnification - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.

AT&T Response:

All terms and conditions relating to infringement indemnity shall be as set forth in the Proposed Contract

Documents, in particular the Pricing Schedule(s) and Section 7 ("Third Party Claims") of the existing Unified Agreement and all subsections thereto.

- 20. Applicable Law and Venue – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.

AT&T Response:

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.11 ("Compliance with Laws") of the existing Unified Agreement.

- 21. Proprietary Information – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and is informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.





AT&T Response:

All terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 5 (“Confidential Information”) of the existing Unified Agreement and all subsections thereto.

- 22. Out of State Vendors - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

AT&T Response:

- 23. Gratuities - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer

shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

AT&T Response:

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 (“Suspension and Termination”) of the existing Unified Agreement and all subsections thereto.

- 24. Special Tools and Test Equipment - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
- 25. Oral Statement - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.





AT&T Response:

All terms and conditions relating to amendments and changes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.4 ("Amendments and Waivers") of the existing Unified Agreement.

- 26. Remedies for Non-Performance - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60)days written notification of intent.

AT&T Response:

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

- 27. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no

assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

AT&T Response:

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

- 28. Waiver – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.

AT&T Response:

All terms and conditions relating to amendments and changes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.4 ("Amendments and Waivers") of the Unified Agreement.

- 29. Prevailing Party - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret





this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.

AT&T Response:

AT&T cannot agree to this section as written. For clarification, AT&T does not agree to pay attorney's fees and expenses incurred by the District.

- 30. Invoices and Payments - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered.

AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the existing Unified Agreement and all subsections thereto.

- 31. Prompt Payment Discounts – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes,

etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.

AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the existing Unified Agreement and all subsections thereto.

- 32. Contract Modification - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.

AT&T Response:

All terms and conditions relating to amendments and changes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.4 ("Amendments and Waivers") of the existing Unified Agreement.





- 33. Contract Period - Contract period is as outlined in the terms of the bid and the District reserves the right to exercise renewal option with or without prejudice.
- 34. Extensions - The bid/proposal shall state the term of the contract and applicable extensions. Any contract may be extended in writing via an addendum for up to one hundred twenty (120) days at the sole option of the School District with mutual agreement between the parties.
- 35. Instructions to Bidders/Proposers - The SSAISD at its discretion may purchase from existing bids/proposals/quotes and/or issue other bids for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the School District.
- 36. Ethics in Public Contracting – School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.
- 37. Delivery Terms - If a delivery is to be made to a location other than the Central Warehouse, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Contractor is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.
- 38. Firm Price Period - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.

AT&T Response:

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

- 39. Instructions to Bidder/Proposer –SSAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
- 40. Appeal Process – A protest shall be in writing and shall be filed with the Purchasing Director. A protest of a bid/proposal shall be received at the Office of the Purchasing Director before the bid/proposal opening date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working





days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:

- a. The name, address and telephone number of the protestor;
- b. The signature of the protestor or its representative;
- c. Identification of the Bid/Proposal or contract number;
- d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- e. The form of relief requested. The Purchasing Director will respond to all protests not later than ten (10) working days of receipt.

41. Debarment/Suspension – A Bidder/Proposer may be suspended/debarred and/or removed from the SSAISD list of authorized vendors/contractors for failing to perform the terms of their contract. Suspensions/Debarment will occur for reasons including, but not limited to, rescinding an accepted bid/proposal, canceling a contract, poor quality of work and non-performance. The

length of the suspension will be determined by the Director of Purchasing, and a notice will be sent to the Bidder/Proposer citing the reason.

AT&T Response:

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 (“Suspension and Termination”) of the existing Unified Agreement and all subsections thereto.

42. Right to Audit - The Bidder/Proposer’s activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by SSAISD, the Department of Finance/Division of Internal Audit, or their duly appointed representatives. All records must be maintained for 24 months from the completion of the contract (including any or all extensions).

AT&T 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.

43. Expenses Incurred in RFQ/RFP/RFP Preparation – SSAISD will not be liable in any way for any costs incurred by any Proposer in the preparation





of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.

- 44. Requirement for Interpretation – Requests by the Director of Purchasing for clarification of proposals shall be in writing. Applicable requests shall not alter the Bidder/Proposer’s pricing information contained in its cost proposal.
- 45. Official Correspondence – All official contract related correspondence must be mailed to the South San Antonio Independent School District, 5622 Ray Ellison Blvd., San Antonio, TX 78242, with an informational copy to: Director of Purchasing, Attn: Purchasing Department.
- 46. Economic Price Adjustment – All Bidder/Proposer initiated price increases are to be capped by the Consumer Price Index (CPI) or Producer Price Index (PPI). Such price increases must be justified by the Contractor, in writing, and may be contingent upon Board of Trustee approval. The District reserves the right to rescind a contract if a proposed price increase is not reasonable in the opinion of authorized District officials.

AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 (“Pricing and Billing”) of the existing Unified Agreement and all subsections thereto.

- 47. Disclosure of Independence of Relationship - No Officer, Board member or SSAISD participating member’s employee shall have a financial interest, direct or indirect, in any contract with SSAISD participating members, or shall be financially interested, directly or indirectly, in the sale to any SSAISD participating members of any land, materials, supplies, or services, except on behalf of the SSAISD participating members as an officer, board member or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer, board member or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with any SSAISD participating members shall render the contract null and void.





AT&T Response:

AT&T is not aware of any material conflict of interest. AT&T is unaware of any officer, director, or agent who is an employee of the Customer. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any Customer employee may be a shareholder in AT&T, Inc. All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the existing Unified Agreement and all subsections thereto.

48. Contract Riders – All School Districts, with a Board approved inter-local agreement with SSAISD expressing an interest in riding the contract resulting from this solicitation may do so with written notification. Please indicate if contract pricing and terms will be extended to these districts. The District may assess a nominal administrative fee to the interested parties upon request. The SSAISD assumes no responsibility in the evaluation and award of any contract that result from this rider. Any contract resulting from this rider is strictly between the individual School Districts and the Proposer.

49. Instructions to Bidders/Proposers – Successful Bidder/Proposer must be willing to accept SSAISD Purchase

Orders for the duration of the contract term.

AT&T Response:

Any Customer purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

50. Non-Conforming Terms & Conditions – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If price, quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General Terms and Conditions will supersede the Bidder/Proposer’s boilerplate conditions.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents. Pricing set forth in the Response assumes the use of the





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

51. Use of Terms "Bid," "Bidding, or "Bidder" - Any use of the terms "Bid" or "Bidding" contained in any of the Proposal or Contract Documents, and referring to the submission of a price or proposal by the Proposer for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Sealed Proposal as set forth herein. Any use of the term "Bidder" contained in the Proposal or Contract Documents shall be understood to refer to the Proposer making the proposal.

52. Acceptance by Board of Trustees – No award of Contract shall be valid, and no contract is created or binding, until the bid/proposal has been accepted by the Board of Trustees.

53. Facility Modifications – If any part of the proposal will necessitate any existing facility modifications to include but not limited to the removal or relocation of any physical

elements, the Proposer shall provide a detail list of every modification necessary and associated cost to address each item. Further, if there is an increase of existing electrical, plumbing or mechanical load(s) to the existing facility that will necessitate additional electrical outlets, water sewer, air conditioning, etc., the Proposer shall provide a comprehensive list of such, the necessary details and associate cost to address such item. The Proposer shall comply with all applicable codes, regulations, statutes.

54. Open Records Act – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 5 ("Confidential Information") of the existing Unified Agreement and all subsections thereto.





55. Estimate of Requirement – The quantities stated are an estimate of use. Quantities shown are minimum requirements. There are no guaranteed quantities purchases.

AT&T Response:

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

AT&T’s proposal hereunder, including the rates, discounts, credits or other terms contained in this proposal, was formulated based upon the scope of work that AT&T is proposing. Any changes, additions or deletions after submission to the products, services, quantities, revenue commitments, or term of the proposed arrangement will require mutual agreement/adjustment to the final configuration and to the pricing and implementation schedule.

56. Material Safety Data Sheets – By law, the District will not receive any materials, products or chemicals which may be hazardous to an employee’s health unless accompanied by a Material Safety Data Sheet.

57. Payment of Taxes – All Contractors located or owning property in Bexar County shall assure that all real and personal property taxes are paid. The Purchasing Department will verify payment of all real and personal property taxes due by

the Contractor prior to award of any contract award or renewal.

AT&T Response:

All terms and conditions relating to payment of taxes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4.2 (“Additional Charges and Taxes”) of the existing Unified Agreement and all subsections thereto.

58. Safety – All Contractors and Subcontractors performing services for the School District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Contractors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.

59. Subcontractors - Offeror’s shall include a list of all subcontractors in their proposal. Proposal shall also include a





statement of the Subcontractor’s qualifications. The District reserves the right to reject the successful Offeror’s selection of any or all Subcontractors.

AT&T Response:

AT&T does not intend to use subcontractors for the local voice services which are the subject of this RFP, however, AT&T submits this Response subject to the Assignment provisions contained in the existing AT&T contract documents. All terms and conditions relating to Assignment shall be as set out in the existing AT&T contract documents. Master Agreement Terms and Conditions Section 10.5 (Assignment and Subcontracting”). Neither this Agreement (including any Addendum) nor any interest therein may be assigned, sublet, or in any manner transferred by either Party without the prior written consent of the other Party. Any attempted assignment or transfer in contravention of the preceding sentence will be void. Notwithstanding the foregoing, upon written notice to Customer AT&T may assign the Agreement to a corporate affiliate or subcontract any portion of the Services to be performed without Customer’s prior written approval.

60. Prohibition as Subcontractors – No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work

agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

61. Deviations from Scope of Work – If there is any deviation from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the substitution clearly stated. The District reserves the right to determine the responsiveness of any such deviation.

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and Statement of Work which may be developed by AT&T and *the District* after contract award. If awarded the business, AT&T will work with *the District* toward negotiation of mutually agreed upon contract terms.

62. Debarment – By submitting a proposal, the Contractor certifies that the company is not currently debarred by the School District.

AT&T Response:

AT&T is not listed on a government debarment list. The undersigned is





unaware of a disqualification or debarment that would negatively affect our ability to provide the products and services proposed by AT&T in response to this RFP. At AT&T, we commit to fully complying with state and Federal regulations.

- 63. Miscellaneous Requirement – The contents of the proposal submitted by the successful Offeror and this RFQ/RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the School District.

AT&T Response:

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

- 64. F.O.B. Destination (Free on Board) – Quote F.O.B. destination for all competitive bids/proposals.

AT&T Response:

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

- 65. Bonds - Cashier’s Check, Bid Bond or Irrevocable Letter of Credit: Cashier’s check or bid bond is required with bid of \$10,000.00 or more.

Each bid shall be accompanied by either a cashier’s check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the SSAISD as payee or obligee, and shall be effective once the bids are opened. If the vendor submits a Cashier’s Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier’s Check: “In Lieu of Bid Bond”. Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.





Such checks or bid bonds will be returned to all except the three lowest bidders after the opening of the bids; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to SSAISD may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required by the Purchasing Department General Terms and Conditions within ten (10) working days after Notice of Award of the Contract.

If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.

If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's

Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to SSAISD in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's surety requirement. In the event the contract is not awarded to the applicable vendor, the original letter of credit will be returned to the unsuccessful vendor.

66. Bonds:

In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "B+" rating or better as issued by A.M Best & Co.

Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance





bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to SSAISD's acceptance of the bond.

Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by the SSAISD, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

- 67. Performance & Payment Bonds or Irrevocable Letter of Credit: Are required on contracts for \$25,000.00 or more.

Bidder agrees that upon award of contract, bidder will execute and submit the required documents within ten (10) working days after receipt of Notice of Award. Bidder shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the School District. "The District reserves the right to automatically revoke Board

Award if the vendor does not provide Performance and Payment Bonds within ten (10) working days from Board Award Date."

Successful bidder shall furnish a performance and a payment bond executed by a surety acceptable to the SSAISD in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.

Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten





percent of the reinsurer's capital and surplus.

The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to SSAISD in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award if the vendor does not provide an Irrevocable Letter of Credit within ten (10) working days from Board Award Date. The Letter of Credit will be returned to the unsuccessful vendor(s) within 10 working days after contract award. Vendor must enclose a self-addressed stamped envelope for return of letter. If the successful vendor(s) does not execute a contract and post the applicable Insurance Certificate required by the Materials Management General Terms and Conditions within ten (10) working days after Notice of Award of the Contract. The District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

68. Insurance

- a. The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best rating of the insurance company to determine the company's acceptability to the School District.
- b. An original certificate of insurance confirming coverage must be submitted to the School District within ten working days after receipt of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from Board Award Date."
- c. Contractor shall obtain and maintain insurance, with the exception of Worker's





Compensation and Employer's Liability coverage, with the South San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the South San Antonio Independent School District. The certificate(s) of insurance provided the South San Antonio Independent School District by the Contractor must reflect the above- stated requirements.

standard coverage form allowed without written consent from the South San Antonio Independent School District, Materials Management Department. Must Include Owned, Hired, and Non-Owned Automobiles

- B. COMPREHENSIVE GENERAL LIABILITY. LIMITS: \$500,000.00 CSL (Combined Single Limits) EACH OCCURRENCE or \$500,000 BI/\$100,000 PD General Aggregate \$1,000,000.00 Independent Contractor Coverage (same as above) if Sub-Contractors are used.

BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.

FOR CONTRACTS OF \$25,000.00 OR MORE:

Insurance coverage and liability limits shall be not less than the following:

In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.

COVERAGE:

- A. COMPREHENSIVE AUTOMOBILELIABILITY. LIMITS: \$500,000.00 CSL (Combined Single Limits) or \$250,000/\$500,000 BI/ \$100,000 PD BI=Bodily Injury, PD=Property Damage

Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from

- C. WORKER'S COMPENSATION INSURANCE





The Texas Labor Code requires worker's compensation insurance for all persons providing services on a building or construction projects. The South San Antonio Independent School District requires the prime contractor to:

- a. Provide certificates of coverage for the contractor's employees to the Purchasing Department.
- b. Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
- c. Retain copies of the above certificates of coverage for the duration of the project, plus one year.
- d. Notify the South San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.
- e. Provide new certificate at least thirty (30) days prior

to the expiration of coverage period.

- f. Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.
- g. Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or





materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)

D. PROFESSIONAL LIABILITY

"Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm's owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.

- 5. the vendor's past relationship with the district;
- 6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- 7. the total long-term cost to the district to acquire the vendor's goods or services; and
- 8. any other relevant factor(s) specifically listed in the request for bids or proposal (i.e. delivery terms, safety records, certifications/licenses).

If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the DISTRICT. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

69. DETERMINING AWARD/Evaluation of Proposal

The DISTRICT may evaluate the proposal based on criteria as provided in the Texas Education Code §44.031 (b).

- 1. the purchase price;
- 2. the reputation of the vendor and of the vendor's goods or services;
- 3. the quality of the vendor's goods or services;
- 4. the extent to which the goods or services meet the district's needs'

AT&T Response:

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





authorities, to contest an award made under this RFP.





Instructions to School District Contractors

Regarding Criminal History Background Searches under Senate Bill 9

Senate Bill 9 directs school district contractors (i.e., Company) to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public
Safety Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322
Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Company Name

Company Address

Company Phone

Name of Company point of contact

Phone of Company point of contact

Company email to be used for notification of FACT records and messages





The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised *FAST Fingerprint Pass* that Company will have to provide to its employees and applicants. Company's employees and applicants will use that *FAST Fingerprint Pass* when scheduling their FAST fingerprinting.

AT&T Response:

AT&T has approximately 270,000 employees and operations throughout the world. Accordingly, AT&T cannot identify every employee, agent or subcontractor who may have been convicted or pled nolo contendere to a felony. Moreover, privacy laws prohibit AT&T from disclosing personal information about employees to third parties. AT&T will work with the Customer to ensure compliance with your requirements about personnel that have access to school premises.





Contractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or SSAISD demeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060.

On behalf of AT&T Corp. ("Contractor"), I certify that [check one]: None of Contractor's employees are covered employees, as defined above.

Or

Some or all of Contractor's employees are covered employees. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District





objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Company Name: AT&T Corp. /Submitter's Name/Title:

Email Address: (PLEASE TYPE) ks4402@att.com

Submitter's Signature *[Handwritten Signature]* Telephone No. 210-218-2091

Fax No. 210-222-3602 Date: January 30, 2018

Address: 1010 N Saint Mary's St. City, State and Zip Code: San Antonio TX 78215

This form is required to be completed and signed however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.





Subcontractor Form

Undersigned shall employ, subject to the Owner's approval, the following subcontractor for the Request for Proposal. One (1) form must be provided for each and every subcontractor employed. The prime Proposer shall bear the sole responsibility for the successful completion of work performed by the below listed third party service provider(s).

Service provided by Subcontractor:	NOT APPLICABLE TO THIS RESPONSE
Name of Subcontractor:	
Address:	
City/State/Zip:	
Telephone:	
Fax Number:	
E-Mail Address:	
Point of Contact:	
Business Days/Hours:	
No. Years in Business Under This Name:	
No. Years at Location Listed:	
No. Personnel Employed:	

Subcontractor Name: NOT APPLICABLE /Submitter's Name/Title:

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature Kathy J. Swann Telephone No. _____

Fax No. _____ 800 # (if available) _____





Date: _____

Note: Due to provisions made to Contracted Services Criminal History by HB 2730, effective September 1, 2009, all subcontractors must certify to the District, that the subcontractor complied and adheres to the Criminal History check requirements.

All subcontractors identified above, must complete the "Subcontractor Criminal Background Certification" form.

This sheet must be completed, signed, and returned with Prime Contractor's submittal

AT&T Response

AT&T does not intend to use subcontractors for the local voice services which are the subject of this RFP, however, AT&T submits this Response subject to the Assignment provisions contained in the proposed AT&T contract documents. All terms and conditions relating to Assignment shall be as set out in the proposed AT&T contract documents. Master Agreement Terms and Conditions Section 3.4 Assignment Neither this Agreement (including any Addendum) nor any interest therein may be assigned, sublet, or in any manner transferred by either Party without the prior written consent of the other Party. Any attempted assignment or transfer in contravention of the preceding sentence will be void. Notwithstanding the foregoing, upon written notice to Customer AT&T may assign the Agreement to a corporate affiliate or subcontract any portion of the Services to be performed without Customer's prior written approval.





Subcontractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service subcontractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

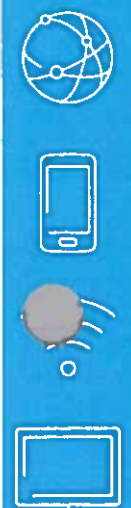
Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060. This same standard applies to employees of subcontractors.

On behalf of ("Subcontractor"), I certify that [check one]: None of sub contractor's employees are *covered employees*, as defined above. *Or*

Some or all of subcontractor's employees are *covered employees*. If this box is selected,

I further certify that:

- (1) Subcontractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Subcontractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Subcontractor receives information that a covered employee has a disqualifying conviction, subcontractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.





- (3) Upon request, Subcontractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Not Applicable to this response.

Company Name: AT&T Corp. /Submitter's Name/Title:

Email Address: (PLEASE TYPE) ks4402@att.com

Submitter's Signature: *Kathy Solman*

Telephone No. 210-218-2091

Fax No. 210-222-3602 Date: 1/30/18

Address: 1010 N Saint Mary's St. City, State and Zip Code: San Antonio TX 78215

This form is required to be completed and signed however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.





NON COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the **South San Antonio Independent School District** that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer and pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the **South San Antonio Independent School District** concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;


the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the **South San Antonio Independent School District** in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the **South San Antonio Independent School District** in connection with the information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.





FIRM NAME	AT&T Corp.	
ADDRESS	1010 N Saint Marys St.	
CITY/STATE/ZIP	San Antonio TX 78215	
TYPE NAME OF REPRESENTATIVE (S)	Katy J. Swanson	
SIGNATURE OF REPRESENTATIVE (S)		
DATE	1/30/18	

AT&T Response:

AT&T can affirm to the best of the undersigned's knowledge and belief that our RFP Response was not prepared in collusion with any other person or company engaged in the same line of business or commerce.





FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of contract.

This notice is not required of a publicly-held corporation.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:	
-----------------------	--

Authorized Company Official's Name (please print or type):	
-------------------------------------------------------------------	--

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official :		Date:	
----------------------------------------	--	--------------	--

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official :		Date:	
----------------------------------------	--	--------------	--

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name Of Felon(s):	
--------------------------	--





Details of Conviction(s):			
Signature of Company Official:		Date:	

(Name should be the same as on the affidavit-Form A)

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the SSAISD pursuant to this Contract on any and all SSAISD campuses or facilities. Contractor will not assign individuals to provide services at a SSAISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the SSAISD Purchasing Department. Prior to supplying labor services under this Contract, Contractor shall provide a list identifying the individuals, employees and subcontractors that may be assigned to SSAISD along with a letter signed by an appropriate office of Contractor that affirms compliance with this provision. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to a South San Antonio ISD campus or facility, but in case, annually on the anniversary date of this Contract, if applicable.





BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contactors. The pertinent portion of the Act has been extracted as is as follows:

Section 1. (a)

- (2) "Nonresident bidder" means a bidder whose principle place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principle place of business in this state.
- (3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principle place of business in this state.

Section 1. (b) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public work projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder to obtain a comparable contract in the state in which the nonresident's principle place of business is located.

I certify that AT&T is a Resident Bidder of Texas as defined in HB 620.
(Company Name)

Signature:	
Print Name:	Katy J Swanson

I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature:	
------------	--





Print Name:	
-------------	--





DEVIATION/COMPLIANCE FORM

COMPANY NAME	AT&T
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ADDRESS	1010 N St. Mary's	CITY	San Antonio	STATE	TX
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PHONE NUMBER	2102182091	FAX NUMBER	2102223602
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If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviators must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this bid Invitation.

- No Deviation
- Yes Deviation

If yes is checked, please list below.

<p>1. Please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").</p> <p>AT&T and South San ISD already have a unified agreement in place (AT&T Attachment) that outlines agreed upon general terms and conditions.</p>

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and





Statement of Work which may be developed by AT&T and *the District* after contract award. If awarded the business, AT&T will work with *the District* toward negotiation of mutually agreed upon contract terms.





HOLD HARMLESS AGREEMENT

AT&T Response:

All terms and conditions relating to indemnification and holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 7 ("Third Party Claims") of the Unified Agreement and all subsections thereto. All terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 5 ("Confidential Information") of the Unified Agreement and all subsections thereto.

The Contractor shall defend, indemnify, and save whole and harmless, South San Antonio Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this contract.

The Contractor shall also defend and indemnify the South San Antonio Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not South San Antonio Independent School District for satisfaction of such claims.

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

Dated this 30 day of Jan, ~~2016~~ ²⁰¹⁸

Katy J. Swanson
Katy Swanson
(Printed Name)

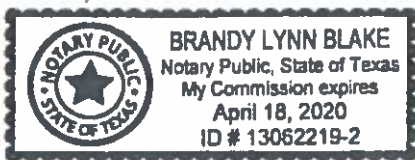
STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 30 day of January, 2018

(NOTARY'S SEAL)

Brandy Lynn Blake
Notary Public, State of Texas





NO BID NOTIFICATION

Vendor Name		Agent's Name
Address		Bid Number
City/State/Zip		Description

The South San Antonio Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as bidder and supplier materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

<input type="checkbox"/>	Do not supply the requested product
<input type="checkbox"/>	Quantities offered are <u>too small</u> or <u>too large</u> to be supplied by my company. (Please circle one of the underlined)
<input type="checkbox"/>	Specifications are "too tight" or written around a particular product. (Please elaborate on this item)
<input type="checkbox"/>	Cannot bid against <u>manufacturer</u> or <u>jobber</u> on this item. (Please circle one of the underlined)
<input type="checkbox"/>	Time frame for bidding was too short for my organization.
<input type="checkbox"/>	Not awarded a contract by SSAISD when you felt you were low bidder.
<input type="checkbox"/>	Other:

Please indicate your choice for remaining on San Antonio ISD's bid list.

I wish to remain on bid list. I do not wish to remain on bid list.





VENDOR'S SIGNATURE	DATE

Not applicable to the response.





SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

1. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective bidder shall attach an explanation to this proposal.

AT&T Corp.
Organization Name

Katy J. Swanson, Client Solutions Executive 3
Name and Title of Authorized Representative

Katy J Swanson
Signature Date

AT&T Response:

AT&T is not listed on a government debarment list. The undersigned is unaware of a disqualification or debarment that would negatively affect our ability to provide the products and services proposed by AT&T in response to this RFP. At AT&T, we commit to fully complying with state and Federal regulations.





W-9 Forms



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AT&T Corp		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) PO Box 105068	Requester's name and address (optional)	
	6 City, state, and ZIP code Atlanta, GA 30348-5068		
	7 List account number(s) here (optional) ***NOTE*** Always use "Remit To" address when making payments.		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
[] [] [] - [] [] - [] [] [] []	

or

Employer identification number	
1 3 - 4 9 2 4 7 1 0	

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>1/12/17</i>
------------------	-----------------------------------------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Southwestern Bell Telephone Company

2 Business name/disregarded entity name, if different from above
DBA: AT&T Southwest, AT&T Arkansas, AT&T Oklahoma, AT&T Texas, AT&T DataComm

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 105414

6 City, state, and ZIP code
Atlanta, GA 30348-5414

7 List account number(s) here (optional)

*****NOTE*** Always use "Remit To" address when making payments.**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	3	-	0	5	2	9	7	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *1/16/17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AT&T Mobility LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 6463

6 City, state, and ZIP code
Carol Stream, IL 60197-6463

7 List account number(s) here (optional)

*****NOTE*** Always use "Remit To" address when making payments.**

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

7	4	-	2	9	5	5	0	6	8
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **4/13/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SBC Telecom, Inc.

2 Business name/disregarded entity name, if different from above
DBA: AT&T Long Distance

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the US)

5 Address (number, street, and apt. or suite no.)
PO Box 5017

6 City, state, and ZIP code
Carol Stream, IL 60191

7 List account number(s) here (optional)
 NOTE Always use "Remit To" address when making payments.

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
7	4	-	2	8	9	9	8	6	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *1/13/17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CIQ



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity. **AT&T Corp. is responsible on behalf of itself and all service providing affiliates.**

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Not applicable

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Katy J. Swanson

Signature of person doing business with the governmental entity

1/20/18



SB 252

CHAPTER 2252 CERTIFICATION

I, Katy J Swanson, the undersigned representative of

AT&T (Company or business name) being an adult

over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051 or Section 2253.153. I further certify that should the above- named company enter into a contract that is on said listing of the companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the South San Antonio Independent School District's Purchasing Department.

Katy J Swanson

Name of Company Representative (print)

Katy J Swanson

Signature of Company Representative

January 30, 2018

Date





HOUSE BILL 89 VERIFICATION

I, Katy J Swanson, the undersigned representative of

AT&T Company or Business name (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the terms of the contract the above-named Company, business or individual with Dallas County, Texas. *******except to the extent prohibited or penalized under US Law**

Pursuant to Section 2270.001, Texas Government Code:

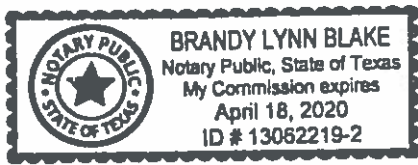
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including or wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

January 30, 2018
Date

Katy J Swanson
Signature of Company Representative

On this the 30 day of January, 2018, personally appeared Katherine Swanson, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Brandy Lynn Blake
Notary Signature





AT&T Attachments

AT&T Dedicated Internet Service Level Agreement	Tab 1
AT&T Dedicated Ethernet Service Level Agreement	Tab 2
AT&T US IP Map	Tab 3
AT&T Ethernet Service Installation/Site Prep Document	Tab 4
AT&T / South San ISD Existing Master Agreement	Tab 5
AT&T DIR Mobility Contract DIR-TSO-3420	Tab 6



AT&T Business Service Guide**AT&T Dedicated Internet (ADI) (formerly known as AT&T Managed Internet Service (MIS))**

begin on the day after the originally scheduled Service Activation Date for such ADI Service Component.

If customer is eligible and selects ADI on Demand, AT&T will begin billing on the Service Activation Date.

Customer with ADI on Demand will not incur charges for MACDs.

Customer is required to be ready (including having all necessary site preparation work completed) by the Service Activation Date.

If the Customer prevents AT&T from reaching the AT&T Ready Date, AT&T will bill the Customer at the stated Overall Due Date. The Overall Due Date will be communicated to the Customer via the Firm Due Date Confirmation Document email. If the Customer cancels the order, the Customer shall then be responsible for all cancellation charges and fees applicable to the order.

The AT&T Ready Date for a Service Component is the date on which the following criteria have been met:

For ADI with Customer Provided Router, the ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form.

For ADI with Manager Router, the ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form and the AT&T CPE is delivered on site.

The Service Activation Date for a Service Component is the date on which the following connectivity criteria have been met:

The ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form, and AT&T has verified that IP connectivity to the Internet exists.

If Customer has its own domain, Customer's domain has been registered by Customer with ICANN Accredited Registrar and any AT&T-supplied DNS administration and additional DNS servers are operational for Customer's domain.

For ADI with Managed Router, the AT&T CPE* has been correctly configured and installed at the Customer Site specified in the sales order form.

For other ADI Service Components, AT&T has verified that the Service Component is working.

*In some Customer contracts with AT&T, "AT&T CPE" is replaced by the term "AT&T Equipment." For those contracts, reference to "AT&T CPE" in this Service Guide should be deemed to be a reference to "AT&T Equipment".

Service Level Agreements

SLA-1. General ADI SLA Terms

Section Effective Date: 28-Feb-2017

Credit Request Process

AT&T has established performance objectives for ADI (including, without limitation, the MPLS PNT feature). While AT&T cannot guarantee that these performance objectives always will be met, AT&T will provide credits to Customer when they are not met. For ADI

The AT&T Business Service Guide is subject to change by AT&T from time to time.

See <http://serviceguidenew.att.com> for current version.

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AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

Sites located outside the US, the SLAs set forth below only apply to orders placed after December 16, 2005. Unless otherwise agreed to by the parties, any SLAs set forth in Customer's Service Agreement, including prior versions of the Service Guide applicable to such Sites, will continue to apply to ADI Sites located outside the US that were ordered prior to December 16, 2005.

SLAs relating to network performance apply only to traffic traveling within the AT&T Network.

In order to receive a credit for a ADI SLA for a Customer Site located outside the United States, Customer must submit the credit request via the AT&T Business Direct portal by the end of the month following the month in which the provisioning was completed or the trouble was cleared.

In order to receive a credit for an ADI SLA for a Customer Site located within the United States, Customer must submit the credit request by e-mail to the AT&T SLA Administration Center at dispresolution@rdsmail.ims.att.com by the end of the month following the month in which AT&T completed the provisioning or the trouble was cleared.

Customer may not receive credits for more than one of the Latency SLA, Data Delivery SLA and the Site Availability/Time to Restore SLA if AT&T's failure to meet the SLAs is attributable to the same occurrence at the affected ADI Port(s).

Customer may receive:

- only one credit for any calendar day for a particular ADI Port for the ADI Site Availability/Time to Restore SLA;
- only one credit in any calendar month for each of the Network Latency SLA, the Network Data Delivery SLA, and the Network Jitter SLA;
- credits for any Customer Site in a given month totaling no more than the total Covered ADI Monthly Charges for the Customer Site for that month.

Definitions

"Covered ADI Monthly Charges" means:

- the monthly charges for the affected Customer Port, and
- the monthly charges for Optional Features associated with the affected Customer Port.

"Regions" for purposes of the ADI SLAs means the countries listed in the ADI SLA Region and Country Table.

ADI SLA Region and Country Table	
Region	Countries*
United States (US)	US Mainland, AK, HI, PR, USVI
Western Europe	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom

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ADI SLA Region and Country Table	
Region	Countries*
The rest of the EMEA countries	Bulgaria, Cyprus, Czech Republic, Estonia, Greece, Hungary, Israel, Latvia, Liechtenstein, Lithuania, Pakistan, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, South Africa, Turkey
Asia Pacific	Australia, Hong Kong, India, Japan, Korea Democratic Peoples Republic Of, Malaysia, New Zealand, Philippines, Singapore, Taiwan
Caribbean and Latin America	Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Netherlands Antilles, Peru, Venezuela
Canada	Canada
Notes	
*	ADI may not currently be available in all countries listed. Measurements of performance within or between Regions are taken from a selection of AT&T Network Backbone Nodes in the Region and do not necessarily cover all countries listed in a Region

"Groups" for purposes of the ADI SLAs means the countries listed in the ADI SLA Group and Country Table.

ADI SLA Group and Country Table	
Group	Countries*
Group 1	Austria, Australia, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland, United Kingdom, United States
Group 2	Cyprus, Czech Republic, Greece, Hungary, Israel, Korea/Democratic Peoples Republic, Mexico, Poland
Group 3	Argentina, Bulgaria, Brazil, Chile, Columbia, Estonia, Latvia, Lithuania, Netherlands Antilles, Philippines, Portugal, Romania, Russian Federation, Slovenia, Slovakia, South Africa, Taiwan, Venezuela
Group 4	India, Liechtenstein, Malaysia, Pakistan, Peru, Turkey
Group 5	Ecuador
Notes	
*	ADI may not currently be available in all countries listed.

SLA Exclusions

AT&T is not responsible for failure to meet an SLA resulting from:

- the conduct of Customer or Users of ADI
- the failure or deficient performance of power, equipment, services or systems not provided by AT&T

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- delay caused or requested by Customer
- service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)
- for sites with ADI Managed Router, service interruptions, deficiencies, degradations or delays that cannot be diagnosed due to a missing or unavailable dedicated POTS line to the modem for out-of-band access
- service interruptions, deficiencies, degradations or delays during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with ADI are terminated or AT&T CPE is located
- service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure Conditions
- service interruptions or delays in investigating and/or fixing a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country for which Customer is reporting a trouble.
- service interruptions, deficiencies, degradations or delays during routine network maintenance. In the US, routine maintenance is scheduled between 12 am and 6 am - local time - Monday through Friday. For PNT only, routine maintenance is also scheduled on Saturday and Sunday between 12 am and 6 am – local time. Outside the US, all routine maintenance is scheduled Thursday through Sunday. The start and end times will vary by region. Customers are provided notification of the maintenance event 2 weeks in advance.

In addition, ADI SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to AT&T, (c) where Customer reports an SLA failure, but AT&T does not find any SLA failure, and (d) to ADI Sites that are not directly connected to the AT&T Network, such as ADI Sites connected in a cascaded fashion to a directly connected ADI Site.

Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. ADI On-Time Provisioning SLA

Section Effective Date: 28-Feb-2017

The performance objective for the ADI On-Time Provisioning SLA for ADI Sites located within the US is for AT&T to complete installation of a Covered Access Arrangement at a Customer Site by the Due Date. The performance objective for the ADI On-Time Provisioning SLA for ADI

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Sites located outside the US is to complete installation of an ADI Service Component (as well as AT&T-provided access lines connected to such Service Component) by the applicable scheduled service activation date.

If AT&T does not meet this performance objective for a Covered Access Arrangement, Customer will be entitled to an ADI On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the ADI Service Component(s) that is not installed on time, after the installation is completed.

The ADI On-Time Provisioning SLA does not apply for ADI with Managed Router installations if the dedicated POTS line is not provided by the Customer,

The ADI On-Time Provisioning SLA does not apply to Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered. The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.

Covered Access Arrangements and Due Dates

The ADI On-Time Provisioning SLA applies to ADI Sites located in the US Mainland with respect to Covered Access Arrangements, as defined in the following table, and based on the availability dates provided by the local access provider, which may change at any time and without notice to Customer, in which case the SLA start date will be automatically reset to the latest date provided to AT&T by the local access provider. The On-Time Provisioning SLA does not apply with respect to any access arrangement ordered for, and/or associated with, any type of Customer collocation arrangement on AT&T's premises.

Covered Access Arrangement	Due Date
Access of any speed that is provisioned as part of a T1 Access Channel, including multiple T1 configurations	30 calendar days after the date when AT&T issued CCD to Customer
Access of any speed which is provisioned as part of a T3 Access Channel	42 calendar days after the date when AT&T issued CCD to Customer
Access of any speed which is provisioned as part of an OC-3 Access Channel	63 calendar days after the date when AT&T issued CCD to Customer

ADI Express (the following applies to ADI Express only):

- The performance objective for the ADI Express On-Time Provisioning SLA is defined as the Completion of the Customer Site Visit to AT&T Ready.
- The performance objective for ADI Express On-Time Provisioning SLA for ADI Express Sites located within the US 21 states (AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY) is for AT&T to complete installation of a Covered Access Arrangement within 30 calendar days from the completion of the customer site visit for locations with AT&T fiber and an Emux in the building

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- The performance objective for ADI Express On-Time Provisioning SLA for ADI Express Sites located within the US 21 states (AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY) is for AT&T to complete installation of a Covered Access Arrangement within 60 calendar days from the completion of the customer site visit for locations with AT&T fiber without an Emux in the building
- If AT&T does not meet this performance objective for ADI Express, Customer will be entitled to an ADI Express On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the ADI Service Component(s) not installed on time, after the installation is completed.
- The ADI Express On-Time Provisioning SLA does not apply for the following:
 - ADI Express with Managed Router installations if the dedicated POTS line is not provided by the Customer
 - Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered. The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.
 - Out of Region Orders (applicable only in 21 state region)
 - Locations with AT&T fiber beyond 500 foot of the building.

Cross References

[SD-2.1. Customer Orders](#)

SLA-3. ADI on Demand On-Time Provisioning SLA

Section Effective Date: 28-Feb-2017

ADI on Demand:

- The performance objective for On-Time Provisioning SLA for ADI on Demand, where available, is determined from date of order submission, with activation within 7 calendar days or the Customer Selected Activation Date (beyond the 7 day period, not to exceed 30 calendar days after the order submitted date).
- If AT&T does not meet the performance objective for ADI on Demand, Customer will be entitled to an ADI on Demand On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the ADI Service Component(s) not activated on time, after the activation is completed.
- The ADI on Demand On-Time Provisioning SLA does not apply for the following:
 - Out of Region Orders (applicable only in 21 state region).
 - Locations with AT&T fiber beyond 500 feet of the building.
 - If Customer changes the original activation date in Business Center.

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SLA-4. ADI Site Availability / Time to Restore SLA

Section Effective Date: 28-Feb-2017

The performance objective for the ADI Site Availability/Time to Restore SLA is for the ADI Site Availability to be 100%. If AT&T does not meet this performance objective in any given calendar month, Customer will be eligible for an ADI Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered ADI Monthly Charges for the affected ADI Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the ADI Site Availability/Time to Restore SLA Credit Table.

"Outage" means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access (and in the case of ADI with Managed Router, the AT&T CPE) that is unrelated to the normal functioning of ADI and that results in the inability of Customer to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected ADI Port and any delay caused by Customer.

The ADI Site Availability/Time to Restore SLA does not apply for ADI with Managed Router installations if the dedicated POTS line is not provided by the Customer and if it is determined the outage is related to the Managed Router.

ADI Site Availability/Time to Restore SLA Credit Table – Single Link / Single Router						
Time to Restore		Country Group				
Equal to or Greater than:	to Less than:	Group 1 Single Link, Single Router	Group 2 Single Link, Single Router	Group 3 Single Link, Single Router	Group 4 Single Link, Single Router	Group 5 Single Link, Single Router
1 Minute	1 Hour	3.3%	3.3%	3.3%	3.3%	3.3%
1 Hour	2 Hours	3.3%	3.3%	3.3%	3.3%	3.3%
2 Hours	3 Hours	10.0%	3.3%	3.3%	3.3%	3.3%
3 Hours	4 Hours	10.0%	10.0%	3.3%	3.3%	3.3%
4 Hours	5 Hours	25.0%	10.0%	10.0%	3.3%	3.3%
5 Hours	6 Hours	25.0%	10.0%	10.0%	3.3%	3.3%
6 Hours	7 Hours	25.0%	25.0%	10.0%	3.3%	3.3%
7 Hours	8 Hours	25.0%	25.0%	10.0%	10.0%	3.3%
8 Hours	9 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
9 Hours	10 Hours	50.0%	25.0%	25.0%	10.0%	3.3%

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ADI Site Availability/Time to Restore SLA Credit Table – Single Link / Single Router						
Time to Restore		Country Group				
10 Hours	11 Hours	50.0%	50.0%	25.0%	10.0%	3.3%
11 Hours	12 Hours	50.0%	50.0%	25.0%	25.0%	3.3%
12 Hours	13 Hours	50.0%	50.0%	50.0%	25.0%	3.3%
13 Hours	14 Hours	50.0%	50.0%	50.0%	25.0%	3.3%
14 Hours	15 Hours	50.0%	50.0%	50.0%	50.0%	3.3%
15 Hours	16 Hours	50.0%	50.0%	50.0%	50.0%	3.3%
16 Hours	17 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
17 Hours	18 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
18 Hours	19 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
19 Hours	20 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
20 Hours	21Hours	100.0%	100.0%	100.0%	50.0%	3.3%
21Hours	22 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
22 Hours	23 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
36 Hours	Over 36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%

ADI Site Availability/Time to Restore SLA Credit Table – Dual Link / Single Router						
Time to Restore		Country Group				
Equal to or Greater than:	to Less than:	Group 1 Dual Link Single Router	Group 2 Dual Link Single Router	Group 3 Dual Link Single Router	Group 4 Dual Link Single Router	Group 5 Dual Link Single Router
1 Minute	1 Hour	3.3%	3.3%	3.3%	3.3%	3.3%
1 Hour	2 Hours	25.0%	3.3%	3.3%	3.3%	3.3%
2 Hours	3 Hours	25.0%	10.0%	3.3%	3.3%	3.3%
3 Hours	4 Hours	50.0%	10.0%	10.0%	3.3%	3.3%
4 Hours	5 Hours	50.0%	25.0%	10.0%	10.0%	3.3%
5 Hours	6 Hours	50.0%	25.0%	10.0%	10.0%	3.3%
6 Hours	7 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
7 Hours	8 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
8 Hours	9 Hours	100.0%	50.0%	25.0%	25.0%	3.3%

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ADI Site Availability/Time to Restore SLA Credit Table – Dual Link / Single Router						
Time to Restore		Country Group				
9 Hours	10 Hours	100.0%	50.0%	25.0%	25.0%	3.3%
10 Hours	11 Hours	100.0%	50.0%	50.0%	25.0%	3.3%
11 Hours	12 Hours	100.0%	50.0%	50.0%	25.0%	3.3%
12 Hours	13 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
13 Hours	14 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
14 Hours	15 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
15 Hours	16 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
16 Hours	17 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
17 Hours	18 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
18 Hours	19 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
19 Hours	20 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
20 Hours	21Hours	100.0%	100.0%	100.0%	100.0%	3.3%
21Hours	22 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
22 Hours	23 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
36 Hours	Over 36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%

ADI Site Availability/Time to Restore SLA Credit Table – Dual Link / Dual Router						
Time to Restore		Country Group				
Equal to or Greater than:	to Less than:	Group 1 Dual Link Dual Router	Group 2 Dual Link Dual Router	Group 3 Dual Link Dual Router	Group 4 Dual Link Dual Router	Group 5 Dual Link Dual Router
1 Minute	1 Hour	3.3%	3.3%	3.3%	3.3%	3.3%
1 Hour	2 Hours	50.0%	25.0%	3.3%	3.3%	3.3%
2 Hours	3 Hours	50.0%	25.0%	10.0%	3.3%	3.3%
3 Hours	4 Hours	50.0%	50.0%	10.0%	10.0%	3.3%
4 Hours	5 Hours	50.0%	50.0%	25.0%	10.0%	3.3%
5 Hours	6 Hours	50.0%	50.0%	25.0%	10.0%	3.3%
6 Hours	7 Hours	50.0%	50.0%	25.0%	25.0%	3.3%
7 Hours	8 Hours	50.0%	50.0%	25.0%	25.0%	3.3%

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ADI Site Availability/Time to Restore SLA Credit Table – Dual Link / Dual Router						
Time to Restore		Country Group				
8 Hours	9 Hours	100.0%	100.0%	50.0%	25.0%	3.3%
9 Hours	10 Hours	100.0%	100.0%	50.0%	25.0%	3.3%
10 Hours	11 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
11 Hours	12 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
12 Hours	13 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
13 Hours	14 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
14 Hours	15 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
15 Hours	16 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
16 Hours	17 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
17 Hours	18 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
18 Hours	19 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
19 Hours	20 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
20 Hours	21Hours	100.0%	100.0%	100.0%	100.0%	3.3%
21Hours	22 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
22 Hours	23 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
36 Hours	Over 36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%

SLA-5. ADI Latency SLA

Section Effective Date: 28-Feb-2017

The performance objectives for the ADI Latency SLA are for the ADI Latencies within and between Regions to be no greater than the latencies set forth in the ADI Latency Performance Objectives Table.

If AT&T does not meet a performance objective in a given calendar month, Customer will be eligible for a ADI Latency SLA credit equal to 1/30th of Customer's total discounted ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

"ADI Latency" is a monthly measure of the AT&T network-wide delay within the Region or between Regions, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the time it takes test packets to travel from one AT&T Network Backbone Node in a pair to another and back is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. Latency for the month is the average of all of these measurements.

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"AT&T Network Backbone Nodes" are the core routing nodes in the AT&T Network.

ADI Latency Performance Objectives Table	
Within Region	Performance Objective
United States (US)	37 ms
Europe	22 ms
EMEA except Western Europe	35 ms
Asia Pacific	80 ms
Canada	40 ms
Caribbean and Latin America	135 ms
Between Regions	
Asia Pacific to US West Coast	150 ms
Asia Pacific to Europe	245 ms
Europe to US East Coast	90 ms
Europe to US West Coast	160 ms
US to Caribbean and Latin America	110 ms
US to Canada	25 ms

SLA-6. ADI Data Delivery SLA

Section Effective Date: 28-Feb-2017

The performance objectives for the ADI Data Delivery SLA are for the ADI Data Delivery percentages within and between Regions to be no less than those set forth in the ADI Data Delivery Performance Objectives Table. If AT&T does not meet this performance objective in a given calendar month, Customer will be eligible for a ADI Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

The "ADI Data Delivery Percentage" for a Region or between Regions is the average Data Delivery percentage for that month for all selected pairs of AT&T IP Backbone Nodes in the Region(s) calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Backbone Node for delivery to an egress router at the other specific AT&T Network Backbone Node in the selected pair.

"Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Backbone Node.

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ADI Data Delivery Performance Objectives Table	
Within Region	Performance Objective
United States (US)	99.95%
Europe	99.90%
EMEA except Western Europe	99.90%
Asia Pacific	99.90%
Between Regions	
Asia Pacific to US West Coast	99.90%
Asia Pacific to Europe	99.90%
Europe to US East Coast	99.90%
Europe to US West Coast	99.90%
US to Caribbean and Latin America	99.90%
US to Canada	99.90%

SLA-7. ADI Jitter SLA

Section Effective Date: 28-Feb-2017

The performance objective for the ADI Jitter SLA is for ADI Jitter in a given month to be no more than the jitter set forth in the ADI Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Customer will be eligible for a ADI Jitter SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

"ADI Jitter" is a monthly measure of the AT&T Network-wide IP packet delay variation within or between the applicable Region(s), which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Backbone Node in a pair to another is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&T Network Backbone Node in the pair to another. ADI Jitter within or between Regions for the month is the average of all of these measurements in the Region(s).

ADI Jitter Performance Objectives Table	
Within Region	Performance Objective
United States (US)	1.0 ms
EMEA (excluding Western Europe)	1.2 ms
Europe	1.2 ms

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AT&T Business Service Guide
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ADI Jitter Performance Objectives Table	
Within Region	Performance Objective
Asia Pacific	1.2 ms
Canada	1.2 ms
Caribbean and Latin America	1.2 ms
Between Regions	
Asia Pacific to US West Coast	1.2 ms
Asia Pacific to Europe	1.2 ms
Europe to US East Coast	1.2 ms
Europe to US West Coast	1.2 ms
US to Caribbean and Latin America	1.2 ms
US to Canada	1.2 ms

Pricing

P-1. Local Access Combination Pricing Option

Section Effective Date: 28-Feb-2017

As of April 4, 2011, rates for ADI Local Access Combination Pricing Option are found in the Service Guide for [AT&T Bandwidth Services](#). See Section SD-2.2.4 ADI Local Access Combination Option and associated Cross References.

P-2. Switched Ethernet Access Channels

Section Effective Date: 03-Oct-2012

As of April 4, 2011, rates for Ethernet Access Channels – Switched (formerly known as Switched Ethernet Access Channels) are found in the Service Guide for [AT&T Bandwidth Services](#). See Section SD-2.3.19.2.2. Ethernet Access Channel – Switched and associated Cross References. See rate tables for US Domestic Ethernet Access Channels – Switched excluding connections to Ethernet IOCs.

P-3. General Rates and Charges

Section Effective Date: 28-Feb-2017

If Customer's agreement for ADI includes access connections provided by AT&T, the rates for access connections do not include Special Construction or Additional Access Charges (including, but not limited to, build out costs, or costs incurred by AT&T in connection with installation of local channel access). After placing an order, the Customer may be notified that Special Construction and/or Additional Access Charges apply because, for example, the access service provider must install special equipment or incur unusual expenses to establish service. Facilities construction relating to Special Construction and/or Additional Access Charges will not

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begin until the Customer has agreed in writing to pay the Special Construction and/or Additional Access Charges.

If the Customer authorizes the special construction and then cancels an Order before completion of the Special Construction, a Cancellation Charge will apply. The Cancellation Charge will include all non-recoverable costs incurred by AT&T for the Special Construction and/or Additional Access Charges.

If, after placing an order for an access service and agreeing to pay Special Construction and/or Additional Access Charges, Customer terminates or cancels AT&T VPN or related Services (including local channel access), Customer shall remain obligated to pay the Special Construction and/or Additional Access Charges identified prior to termination or cancellation.

Country-Specific Provisions

CSP-1. Argentina

Section Effective Date: 31-Dec-2016

This provision can be found in the General Provisions.

CSP-1.1. Billing – BusinessMail Web-based Electronic Invoicing

Section Effective Date: 30-Dec-2016

- Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.
- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the Customer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.
- Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-mail address, by e-mail at calainquiry@rdsml.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.
- email must be 35 characters or less

Customer Care Contact Numbers

Argentina: +1 800 444 3136 or +1 408 454 4274 (toll)

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CSP-2. Brazil

Section Effective Date: 31-Dec-2016

This provision can be found in the [General Provisions](#).

CSP-3. Canada

CSP-3.1. Billing – Web-Based Invoicing

Section Effective Date: 13-Nov-2012

Customer agrees that AT&T may deliver invoices to Customer by means of AT&T Web-Based Billing. AT&T enables Customer to access AT&T Web-Based Billing by using a User ID and password. Customer must provide AT&T with the name, telephone number, e-mail and mail addresses of Customer's designated billing contact for this purpose. AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on the AT&T Web-Based Billing facility. Customer agrees to check the AT&T Web-Based Billing facility at least monthly for invoices regardless if Customer has received AT&T e-mail notification of invoice availability. Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is made first available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T. Customer must provide AT&T with 45 days prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-mail and mail addresses, by email at agnscanada@att.com or fax (905-762-7410).

CSP-3.2. Billing – Account Set-up Charge

Section Effective Date: 15-Dec-2005

AT&T charges the Customer an enrollment charge to set up an account under which the Customer's activity occurs. The Customer may request more than one of these accounts. AT&T charge the Customer a monthly fee called a base charge for each invoice issued.

CSP-4. Chile

CSP-4.1. Billing and Payment Currency

Section Effective Date: 11-Dec-2014

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars.

CSP-4.2. Billing — BusinessMail Web-based Electronic Invoicing

Section Effective Date: 07-Sep-2016

Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.

- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the Customer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.

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AT&T Business Service Guide**AT&T Dedicated Internet (ADI) (formerly known as AT&T Managed Internet Service (MIS))**

- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.
- Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-mail address, by e-mail at calainquiry@rdsml.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.
- Chile – include GIRO/type of business, Comuna/town, and postal code

Customer Care Contact Numbers

Chile: +1 230-020-5500 or +1 408 454 4274 (toll)

CSP-5. Colombia

Section Effective Date: 28-Jan-2015

The service, network characteristics and all technical, economic and legal conditions have been negotiated and mutually agreed and, thus, are the result of a particular and direct agreement between the parties. Therefore, the parties stipulate that the terms specified in CRC Resolutions, including but not limited to, Consumer Protection (Resolution CRC 3066, 2011), Quality of Service, (Resolution CRC 3067, 2011) and other related regulations that can instead be mutually agreed, will not apply to this contractual relationship.

CSP-5.1. Charges

Section Effective Date: 15-Dec-2005

Unless otherwise mandated by Colombian law, invoices for all applicable charges shall be rendered in US Dollars, and payment shall be made in US Dollars. If any law, rule or regulation of a competent Colombian authority requires that payment for services rendered in Colombia must be made in Colombian Pesos, payment shall be made in the equivalent amount in Colombian Pesos based on the official exchange rate or "Tasa Representativa del Mercado" ("T.R.M."), set on the day immediately prior to the date the payment is made.

CSP-6. Ecuador**CSP-6.1. Billing and Payment Currency**

Section Effective Date: 15-Dec-2005

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars.

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CSP-6.2. Billing – BusinessMail Web-based Electronic Invoicing

Section Effective Date: 07-Sep-2016

- Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.
- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the Customer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.
- Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-mail address, by e-mail at calainquiry@rdsml.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.

Customer Care Contact Numbers

Ecuador: +1 408 454 4274 (toll)

CSP-7. France

CSP-7.1. General

Section Effective Date: 28-Feb-2017

Due to limitations of the local access supplier in France, the ADI service will not be able to obtain a full throughput in accordance with the bandwidth rate ordered by the customer. AT&T performed network testing and concluded that the customer should receive the actual throughput at a rate of approximately 90% of the bandwidth ordered.

CSP-7.2. Ethernet Access

Section Effective Date: 28-Feb-2017

Certain Ethernet access suppliers used for sites in France employ ATM protocol facilities that add ATM-related overhead, which may reduce traffic throughput on the Ethernet access connection. When such connections are used, actual bandwidth throughput may be less than the bandwidth of the ADI Port.

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CSP-7.3. Subrate E-1 Managed Access Content

Section Effective Date: 30-Nov-2010

As of August 1, 2010, the Subrate E-1 Access Component is no longer available for new orders, or for moves, adds, or changes.

CSP-8. Germany

CSP-8.1. Managed Access Connection

Section Effective Date: 01-Dec-2010

Effective October 31, 2010, Subrate E-1 access is no longer available.

CSP-9. Italy

CSP-9.1. Use of Personal Information

Section Effective Date: 09-Apr-2011

Customer shall not use AT&T Service to communicate, transmit, disperse or process, content and/or information and/or data regarding any person, company association or other type of entity ("Personal Data"), in violation of any right of a person or entity to whom/which the data refers to and/or any third party or in breach of any applicable provision of law, including but not limited to any privacy law and regulation or other obligation to safeguard Personal Data ("Privacy Law").

Customer hereby acknowledges and agrees that transmission, communication, supply, use and/or processing of Personal Data requires prior express written consent of the individual person or entity to whom the data refers and Customer hereby agrees to secure such consent as needed to comply with the applicable Privacy Laws. Consent should be expressed freely and with specific reference to a clearly identified processing activity. Person/entity that the Personal Data refers to should be previously informed by Customer of (i) the purposes and modalities of the Personal Data processing, (ii) the facultative or mandatory nature of the processing, (iii) the consequences of a possible denial to provide the Personal data, (iv) the details of the data controller (i.e., Customer), (v) the rights of the person/entity the data refers to, i.e., rights to obtain information on their data, their updating and their blocking or erasure.

Customer hereby represents and warrants that any and all Personal Data has been obtained and processed in accordance with the applicable Privacy Laws.

AT&T, as data controller of the data processing, informs you that personal data provided by you and/or, the company that you represent is collected and processed (with manual instruments and the support of electronic means) for the purposes relating to and/or in connection with (i) negotiation, information gathering and execution of the Agreement; (ii) the provision of Services and other ancillary activities; and, (iii) legal, administrative or accounting obligations as well as historical storage of data.

The above outline of processing activities are obligatory in nature, therefore, if you refuse to provide the required Personal Data, AT&T will not be able to provide these services.

Customer may at any time contact its AT&T account manager to obtain or determine what Personal Data AT&T has, and request that such data be updated, deleted or no longer used.

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CSP-10. Japan

CSP-10.1. Customer Responsibilities

Section Effective Date: 28-Feb-2017

At ADI with Customer Provided Router Sites, Customer may require terminal adapters for the local access connection. Customers must order, install and maintain their own terminal adapters.

CSP-11. Malaysia

CSP-11.1. Billing and Payment

Section Effective Date: 15-Dec-2005

Monthly Recurring Charges for local access leased line circuits are payable quarterly in advance.

CSP-12. Mexico

CSP-12.1. Billing and Payment

Section Effective Date: 15-Dec-2005

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars or its equivalent amount in Mexican Pesos, using the exchange rate published in the "Diario Oficial de la Federación" the same day payment is made.

CSP-12.2. Billing – BusinessMail Web-based Electronic Invoicing

Section Effective Date: 07-Sep-2016

- Customer agrees that AT&T may deliver invoices to Customer by means of BusinessMail web-based billing.
- AT&T enables Customer to access BusinessMail by using a User ID and Password. It is the cCustomer's responsibility to authenticate their BusinessMail account.
- Customer must provide AT&T with the Company Tax ID and the name, telephone number, e-mail address of the Customer's designated billing contact for purpose of electronic invoice review and payment.
- AT&T will notify Customer's designated billing contact by e-mail when an invoice is made available on BusinessMail. Customer must follow instruction to authenticate their BusinessMail account to receive monthly invoice notifications.
- Customer agrees to check BusinessMail at least monthly for invoices regardless if Customer has received e-mail notification of invoice availability.
- Customer agrees that Customer will be deemed to have received each invoice as of the date the invoice is first made available by AT&T and that Customer's failure to access any invoice shall not relieve, waive or delay Customer's obligation to remit payment to AT&T.
- Customer must provide AT&T with 45 days' prior written notice of any change affecting Customer's designated billing contact including changes in contact name, telephone number, e-

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mail address, by e-mail at calainquiry@rdsml.ims.att.com or by contacting AT&T Customer Care via telephone numbers listed below.

Customer Care Contact Numbers

Mexico: +1 800 710 2709 or +1 408 454 4274 (toll)

CSP-13. Netherlands Antilles

CSP-13.1. Installation

Section Effective Date: 28-Feb-2017

For ADI Customer Sites located outside the island of Curacao, AT&T will provide installation support remotely over the telephone only. On-site installation assistance is available for an additional charge.

CSP-13.2. Billing and Payment Currency

Section Effective Date: 15-Dec-2005

Invoices shall be rendered in US Dollars and charges shall be paid in US Dollars.

CSP-14. Pakistan

CSP-14.1. Local Access

Section Effective Date: 15-Dec-2005

The Customer must order and coordinate the provisioning and installation of the local dedicated leased line, Frame Relay or ATM circuit from the local access provider. The access provider will invoice the Customer separately for applicable one time and ongoing access circuit and network termination charges. Customer must report all troubles with service provided by the local access provider directly to the local access provider.

CSP-15. Peru

CSP-15.1. Billing and Payment

Section Effective Date: 15-Dec-2005

AT&T will invoice all applicable charges in US Dollars, and Customer shall pay all charges in US Dollars. If any law, rule or regulation of a competent Peruvian authority requires that payment for services rendered in Peru must be made in Nuevo Soles, the invoice will include the equivalent amount in Nuevo Soles based on the official exchange rate of the Banco Central de la Reserva del Peru on the day immediately prior to the invoice date.

CSP-15.2. Installation

Section Effective Date: 28-Feb-2017

For ADI Customer Sites located more than 100 kilometers from Lima, AT&T will provide installation support remotely over the telephone only. On-site installation assistance is available for an additional charge.

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CSP-16. Philippines

CSP-16.1. General

Section Effective Date: 28-Feb-2017

ADI is provided by Innove Communications, Inc. The local Customer Company representative must complete and sign a separate local service agreement with Innove Communications, Inc. before ADI is deployed.

CSP-16.2. Billing and Payment

Section Effective Date: 15-Dec-2005

Monthly Recurring Charges for local access leased line circuits are payable quarterly in advance.

CSP-17. Russia

CSP-17.1. General

Section Effective Date: 15-Jun-2010

Customer and AT&T must execute a Russia Service Addendum covering terms and pricing for Services provided in Russia, or in the case of a move, add, change, or delete, an Amendment to Russia Service Addendum, in either case before such Services are provided. In the case of disconnecting site(s) in Russia, Customer must provide a signed Russian Cancellation Letter.

CSP-18. Singapore

CSP-18.1. Local Access

Section Effective Date: 28-Feb-2017

Frame Relay Access is not available. ADI is only available to corporate business customers and not to individual consumers.

CSP-19. Switzerland

CSP-19.1. Managed Access Connection

Section Effective Date: 01-Dec-2010

As of September 30, 2010, the Subrate E-1 Access Component is no longer available for new orders.

CSP-20. Venezuela

CSP-20.1. Billing and Payment

Section Effective Date: 15-Dec-2005

Unless otherwise mandated by Venezuelan law, invoices for all applicable charges shall be rendered in US Dollars, and payment shall be made in US Dollars. If any law, rule or regulation of a competent Venezuelan authority requires that payment for services rendered in Venezuela

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AT&T Dedicated Internet (ADI) (formerly known as AT&T Managed Internet Service (MIS))

must be made in Bolivares, payment shall be made at the exchange rate published by the Banco Central de Venezuela the day before the payment is made.

End of Service Guide

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AT&T Dedicated Ethernet Service Level Agreements

Support: Maintenance and trouble reporting are available 7 days a week, 24 hours a day as part of AT&T standard business practice.

Performance SLA's: Network performance objectives are based on the design, reliability factors, and historic performance of the service, as measured across the entire base of customers. No specific commitment regarding an individual AT&T Dedicated Ethernet circuit is intended or implied.

Network Availability: Unavailability is defined to begin at the onset of ten consecutive Severely Errored Seconds and to end at the onset of ten consecutive seconds with no Severely Errored Seconds, as confirmed by AT&T. Measurement of unavailable time will commence with a trouble report from the customer to the appropriate Report Center and will end when the circuit is returned to service, as confirmed by AT&T.

- Unprotected ADE circuits = 99.98%
- Fully protected ADE circuits = 99.999%

Mean Time to Restore (MTTR): The objective shall be the average time required to restore service and resume availability in a one month (720 hour) period. The time is measured from the moment the outage is reported until the service is available. AT&T has an objective to have the service restored within an average of four (4) hours.

AT&T has established credit allowances for service interruptions for AT&T Dedicated Ethernet as follows:

Credit Allowances for Service Interruptions:

Service interruptions of 10 seconds or more are eligible for credit allowances as follows:

- Unprotected circuits
- Credit equal to 10/8640 of the monthly charges for each 5 minute period (or major fraction thereof) that the interruption continues. Credit is equal to 10 times the billing rate for the equivalent period of service interruption
- Fully protected circuits – circuits with Port Protection Plus optional feature
- Credit equal to 100% of the monthly charges for the interrupted circuit.

Credits for service interruptions shall not exceed 100 percent of the monthly rates for the affected circuit(s). Customer is responsible for reporting service interruptions. A service credit adjustment must be requested within 25 days after the end of the month when the failure occurred.



SLA Exclusions

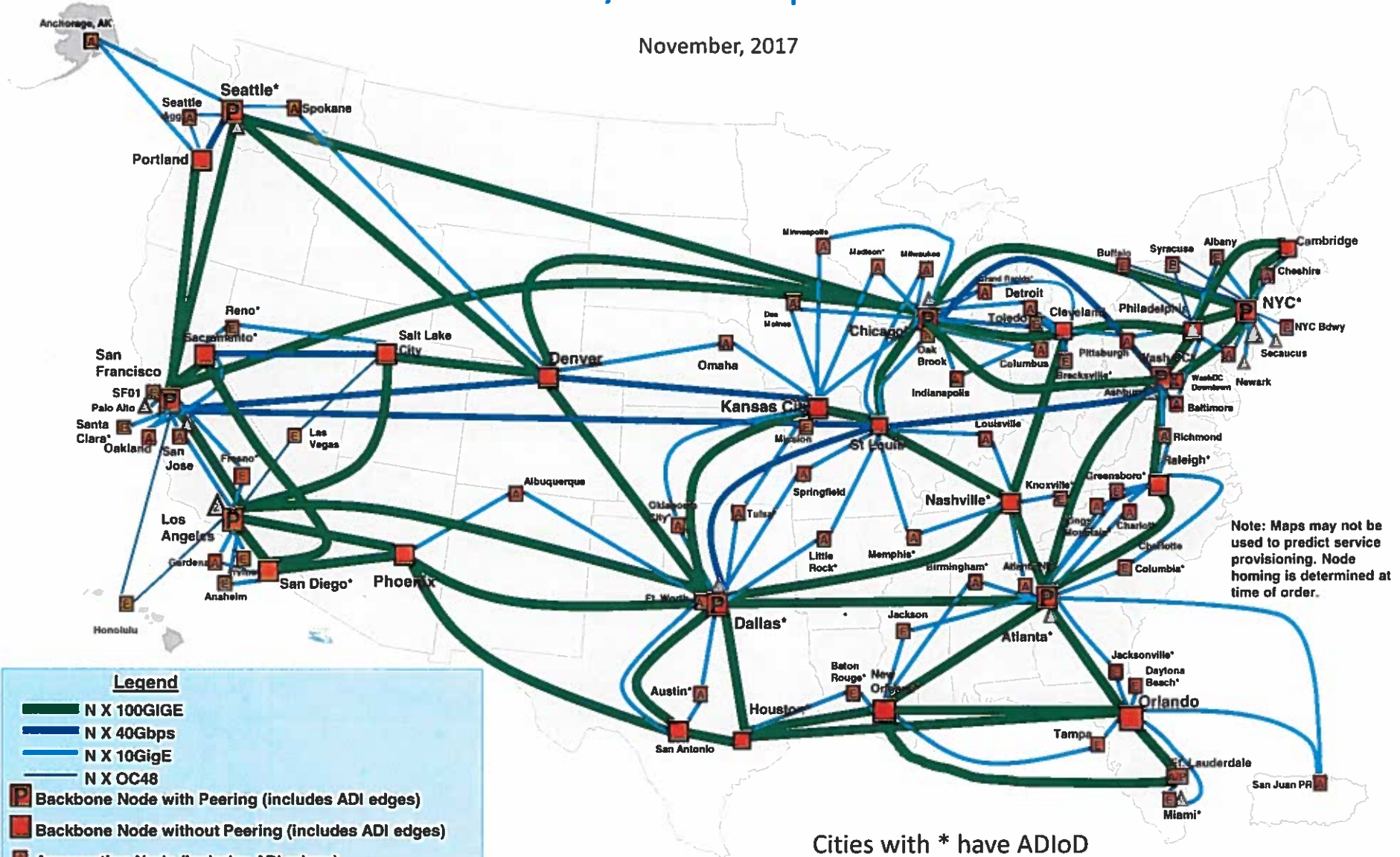
The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- (1) Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- (2) Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Telephone Company;
- (3) Interruptions caused by the negligence of the Customer.
- (4) Interruptions of a service during any period in which AT&T is not afforded access to the premises where the service is terminated.
- (5) When AT&T and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release.
- (6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Data loss during AT&T's scheduled maintenance windows;
- (8) Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

AT&T Global IP Network-US Region (AS7018)

ADI/ADIoD Footprint

November, 2017



Note: Maps may not be used to predict service provisioning. Node homing is determined at time of order.

Legend

- █ N X 100GIGE
- █ N X 40Gbps
- █ N X 10GigE
- █ N X OC48
- P Backbone Node with Peering (includes ADI edges)
- Backbone Node without Peering (includes ADI edges)
- A Aggregation Node (includes ADI edges)
- A Aggregation Node with Peering (Includes ADI Edges)
- E Internet Edge Location (including standalone ADI edges)
- ▲ Carrier Hotel Site (MIS in Non-Traditional Space)

Cities with * have ADIoD

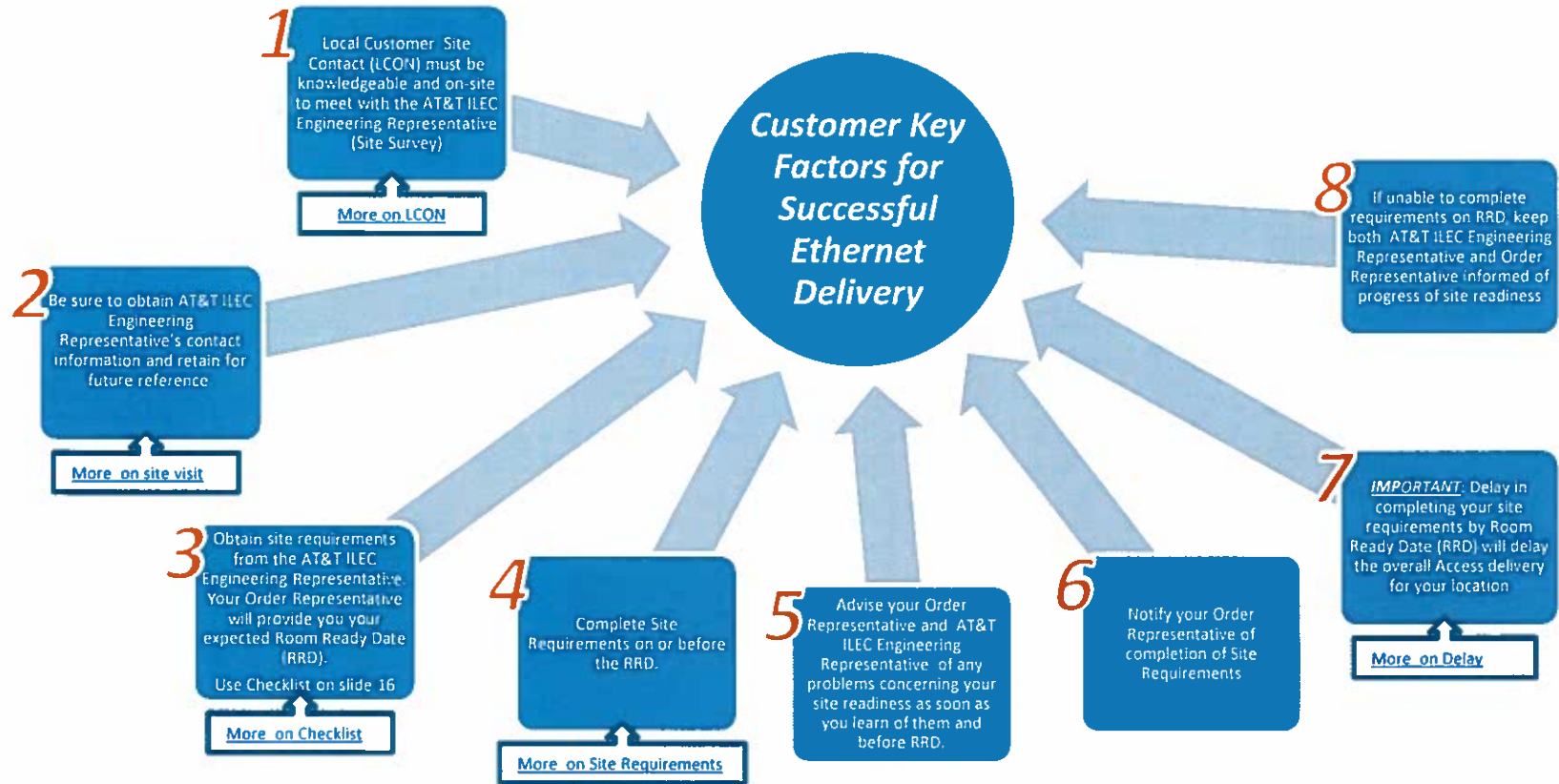
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AT&T ETHERNET SERVICE INSTALLATION

CUSTOMER SITE PREPARATION DOCUMENT - OVERVIEW



Be sure to thoroughly read through this document to better understand your responsibilities for Domestic United States site readiness. Attention to these details can help avoid delays during the circuit installation of your Ethernet Access. Please review (click on)the following pages to learn more about:

[To Enable Links view in Slideshow mode](#)

- [Local Contact \(LCON\) Responsibilities.....Page 3-4](#)
- [What to expect during the site visitPage 5-6](#)
- [Elements important for site readiness.....Page 7-15](#)
- [Site Preparation Check List.....Page 16-19](#)



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

- AT&T strives to provide a smooth and successful installation experience for our Customers. We will do all that we can to install your service on time and in a quality manner.
- Close coordination and effective communication between AT&T and you, our Customer, will be critical to ensure the Ethernet service will be available when you need it.
- Customer site readiness is essential for delivery of service. Delays in site readiness are a leading cause of installation setbacks.
- The important requirements detailed in this document must be addressed in a timely manner to avoid any delay of your service installation.
- The key to success is to be certain that the Local Customer Site Contact (LCON) is knowledgeable and empowered regarding all items on the following pages.

For more information on how to prepare your site for Ethernet installation, please view our six minute video available at: <http://www.youtube.com/watch?v=zRJhLpcdv5M>

To Enable Links view in Slideshow mode

Important Notes on Non-Traditional Environments:

1. If the service you are ordering will be terminating in a Data Center, Co-location/Hosted Center or Carrier Hotel, it is critical that you notify your Order Representative of this.
2. If you are planning to install AT&T Ethernet Services at a cell site, please refer to unique site preparation requirements contained in a companion document called AT&T Guidelines for Cell Site Customer Site Prep available from your AT&T representative.



AT&T ETHERNET SERVICE INSTALLATION

CUSTOMER SITE PREPARATION DOCUMENT

Local Customer Site Contact (LCON):

You must provide a Local Customer Site Contact (LCON), including name, e-mail address and phone number, with whom the AT&T ILEC Engineering Representative can speak regarding scheduling, building access and problem resolution should the need arise. An AT&T ILEC Engineering Representative will contact the LCON to schedule a site visit.

The LCON must:

- Be familiar with the location where service has been requested
- Be familiar with the AT&T ILEC's Minimum Point of Entry (MPOE)/Demarcation Point
- Have decision making power to address the service requirements requested
- Have the authority to confirm the Room Ready Date (RRD) for all requirements that are the responsibility of the Customer.
- Be present on site for the site visit and be prepared to discuss and address all site requirements with the AT&T ILEC Engineering Representative
- For multi-tenant buildings, the LCON is responsible to negotiate establishment of Fiber Demarcation Point with building property owner.
 - Note: Fiber Demarcation Point may or may not be collocated with existing copper facilities
- Disclose any of the following prior to the start of the project:
 - Building access information such as parking, unloading zones, elevators and route to work area.
 - Any noise or time restrictions.
 - Any asbestos or hazardous materials present in the work area.

The Customer is required to provide a safe work environment and ensure that all Customer requirements have been met or will be completed by the agreed upon date. The Customer must be prepared and have appropriate staff designated to test and accept service on due dates.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

SITE PREPARATION DELAYS

AT&T will negotiate a project schedule with all parties to enable service completion as close to the Customer's desired date as possible, HOWEVER, any changes to plans or any delays associated with site preparation can have a corresponding impact to the service delivery date:

CUSTOMER SITE NOT READY

The Customer must have their site ready by the negotiated ready date to avoid any delays in providing the requested service. If delays are anticipated, the Customer should contact their AT&T Order Representative as soon as they are aware of the problem, so work forces can be re-scheduled.

Example; If there is a four week delay in making conduit available, there will be at least a four week delay in the overall installation date for that site. The actual delay could be greater than four weeks depending on lead time associated with scheduling work.



AT&T ETHERNET SERVICE INSTALLATION

CUSTOMER SITE PREPARATION DOCUMENT

WHAT TO EXPECT DURING THE SITE VISIT

In order to facilitate a successful Site Survey, please review the following recommendations:

- On the date of the Site Survey, the LCON must be on site to assist the AT&T ILEC Engineering Representative ("AT&T Engineer"). The LCON should be prepared to escort the AT&T Engineer through the Site Survey. The LCON will be responsible for noting the site requirements as the AT&T Engineer may not provide written documentation at the time of the site visit, but will usually send correspondence following the site visit.
- It is advisable that the LCON note the AT&T Engineer's contact information in the event site/room requirement questions arise in preparing the Customer's site.
- After the Site Survey is completed with the AT&T Engineer, it is critical that the **LCON addresses all site requirements** immediately, or the order could be delayed. It is critical that the Customer advises the AT&T Order Representative and the AT&T Engineer when site completion is expected.
- After the Customer has completed any and all needed site requirement issues identified during the site visit, the Customer must notify the AT&T Order Representative and the AT&T Engineer that the work is complete.
- The AT&T Engineer may elect to revisit the site to verify the work has been satisfactorily completed or if any additional work is still required.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

WHAT TO EXPECT DURING THE SITE VISIT (Continued)

- Please be aware that the AT&T ILEC Engineering Representative deals with only the physical access portion of your order. Since access is just one component of your service, all queries regarding order status should be directed to the AT&T Order Representative to your order.
- In certain instances, special construction may be required due to lack of facilities. In these cases, an AT&T representative (account team, project manager, project coordinator) will contact the Customer with additional information regarding that process
- The extension of wiring beyond the Demarcation Point (DP) is the responsibility of the Customer. This DP is usually not located within your suite, but rather in a common location and has the potential to serve other tenants within the building. If the Demarcation Point is not located in your suite, and that is where you want service installed you must notify your AT&T Ordering Representative to place that separate order and confirm additional charges.
- Following is information and a list of general requirements associated with installation of fiber optic-based services. The AT&T ILEC Engineering Representative will identify actual requirements for the specific installation during the site visit.

There are typically 5 basic areas of Customer obligation to facilitate timely equipment installation and delivery of service. Please use hyperlinks to see details regarding requirements in each of the 5 critical areas;

[PATH](#)

[SPACE](#)

[ENVIRONMENTAL](#)

[POWER](#)

[GROUND](#)

[To Enable Links view in Slideshow mode](#)



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

PATH

- The Customer or property owner is responsible for providing 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 telephone equipment room designated to support the entrance fiber.
- Fiber Services are normally connected from the property line to the building's "Minimum Point of Entry" (MPOE) via an underground conduit facility. All conduits on the building's property are "subscriber conduit" and are the responsibility of the property owner to maintain and repair. Site installation work cannot begin until space within an acceptable conduit has been established between the property line and the Demarcation Point (DP).

Outside (from property line to MPOE):

- Minimum 2" conduit with a pull rope from the property line to the point of entrance. A 4" conduit is recommended, and 4" conduit – schedule 40 is required for new constructions. The size of the conduit will be dependent on the projected future growth of the Customer. AT&T shall place inner duct/fiber liner within this section.
- Minimum 3' sweeping radius – no right angles – no more than two 90° turns without a pull box. Dimensions for pull box space – 12" x 12" x 18"
- Paths longer than 300' or with more than two 90 degree turns will require a pull box (12"x12"X18" minimum).

Inside (MPOE to DP):

- The Demarcation Point (DP) for optical services is normally at the MPOE or the nearest location that is suitable for optical equipment. Some properties in some states may have multiple DPs. The optical DP is determined per building by the building owner and is not a choice made by each tenant.
- A clear path with conduit or cable tray needs to be provided from the building point of entrance to the DP where the equipment will be placed (if not at MPOE).
- If the DP is not the MPOE, the Customer is responsible for providing the path between the MPOE and the proposed location. The conduit shall be a minimum 2" EMT type with a hard plastic corrugated inner duct with pull rope through which the fiber will be placed.
- The Customer is highly encouraged to share this information with their Electrical Contractor.
- Extension of service beyond the DP is the responsibility of the Customer. Upon Customer request to their Order Representative, AT&T may be able to perform such work and additional charges will apply.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

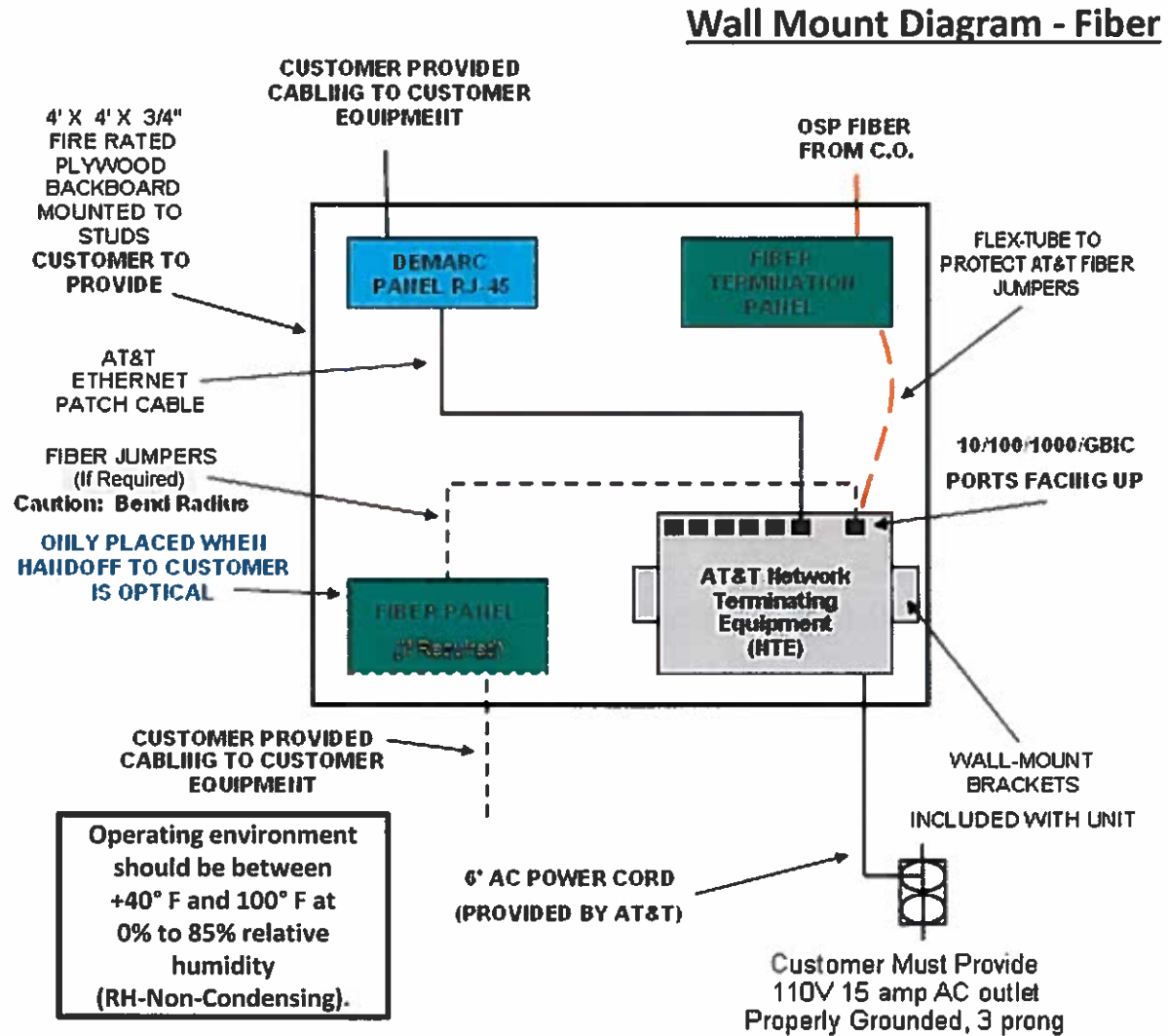
FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS

- In a standard installation, fiber transport equipment is placed in a common area with access to the entire building. It is the Customer's responsibility to obtain the necessary permissions from the building owner for use of the common area.
- Equipment racks, floor space and/or plywood backboards may be required.
- Wall mounted installation is recommended based on the small size of most network terminating equipment (see illustration on following slide).
- If the Customer prefers the equipment to be floor rack mounted, the first preference is to use a Customer provided rack.
- The Customer rack must be of suitable strength and quality for the site's earthquake risk factor and able to support the intended equipment weight and must be installed in a method that meets minimum standards for secure operation.
- The choice for equipment placement should be decided before the order is placed and will be subject to confirmation following a site visit by an authorized AT&T Engineer.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS (Continued)





AT&T ETHERNET SERVICE INSTALLATION

CUSTOMER SITE PREPARATION DOCUMENT

FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS (continued)

AT&T supports the needs of our Customers to maximize their floor / rack space. In cases where the Customer requests to deploy equipment for different types of AT&T services within the same rack, the following caveats apply:

Rack quality / installation:

AT&T Engineer (with Customer concurrence) confirms:

- A minimum of 36" space is available in the front and rear of the rack, as per building code requirements
- Rack is securely mounted and braced by bolting to the building floor (raised access floor panel is not building floor). The rack is secured to adjacent frames in lineup to prevent impact between frames.
- The rack meets minimum standards for quality and is sufficient to bear the expected weight of the equipment, including (if necessary) bracing shelves
- Equipment should be placed in the lower half of the frame with heaviest equipment at the lowest location
- If the rack is aluminum constructed, stiffening plates made up of a 12" minimum tall aluminum blank plate secured to the frame uprights should be provided to strengthen the Customer's frame; the stiffening plate should be located mid-height of the frame
- 19" rack shall have upright opening minimum 17.80 inches to allow 19" EIA width equipment to be mounted in rack
- Rack shall be positively connected to common ground of all network equipment in building using at minimum #6 conductor and lug to rack
- Mounting hardware such as nut inserts for frame uprights, if required, to be provided by Customer
- The Customer must provide a cable supporting structure that meets the National Electric Code Standards and may be either a cable rack or a metallic EMT conduit. For indoor installations this may include (but not limited to) a cable rack, backboard, and any required conduit. For an outdoor installation this could include (but not limited too) a H-Frame, pole, wall space, and any required conduit.
- For fiber facilities the equipment comes with connectors that will handle rigid conduit between $\frac{3}{4}$ to $1\frac{1}{4}$ inches in diameter. The Customer could also use $1\frac{1}{4}$ inches Liquidtight Flexible Nonmetallic conduit. Conduit connectors for the equipment used with copper facilities are provided for either $\frac{3}{4}$ or 1 inch rigid conduit. The Customer could also use 1 inch Liquid-tight Flexible Nonmetallic conduit.
- For conduit that does not meet the above specifications, the Customer must provide all required connectors.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS (Continued)

- Transport equipment varies from vendor to vendor, but the footprint and floor space requirements are approximately the same. Higher bandwidth equipment may require more than one bay or cabinet and different power requirements. An AT&T ILEC Engineering Representative will clarify if any variations are necessary once the type of equipment is determined.
- The equipment examples below depict minimum footprint requirements for fiber transport equipment systems with the approximate bandwidth capacity from 1 DS3 up to 12 DS3's.

EXAMPLE CABINET FOOTPRINT

Requires approximately:
•1 foot clearance on top for fan exhaust.

•3 feet clearance from power.



EXAMPLE 7 FT. RELAYRACK FOOTPRINT

Requires approximately:
•3 feet for front to rear access.

•1 foot clearance on top for fan exhaust.

•3 feet clearance from power.





AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

FLOOR SPACE AND ENVIRONMENTAL REQUIREMENTS (Continued)

- In addition to the space reflected on the previous page, we also require a clear 3' area around the equipment for access. Specific requirements may be discussed with the AT&T ILEC Engineering Representative.
- The floor must be sturdy and able to withstand from 750 lbs. (without batteries) to 1,100 lbs. (with batteries) per bay of equipment.
- Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).
- Equipment location(s) for multiplexers and other electronic equipment must be clean, environmentally conditioned, with proper lighting.
- With cabinet installations, if the floor is a raised computer floor, there must be no obstructions below the floor tiles and a small section of tile must be cut to allow for cable entry.
- Other regional specifications must be met as dictated by OSHA and local regulatory agencies (e. g. Earthquake Bracing).
- Individual consideration will be given to the particular circumstances of a Customer's space limitations. If, during the site visit, adequate common space is not available, the AT&T ILEC Engineering Representative will discuss alternative arrangements to see if the LCON can provide additional space in a common area. If no alternate common area is available, the issue will be referred to the AT&T Order Representative.
- Support Structure – When equipment is to be placed in the center of a terminal room, overhead ladder racking or under floor cable tray from the wall to the fiber equipment must be provided.
- Wall Backboard – 4' x 8' x 3/4" Fire rated Plywood fastened to studs. In some instances, at Customer request, a Customer provided bay can be used in lieu of the wall backboard. This alternate arrangement must be discussed with the AT&T ILEC Engineering Representative at the site visit.

New construction only: If the equipment is being placed during a period of new or scheduled construction, the AT&T Engineer will determine if the location is suitable during the initial site inspection. Following completion of construction and prior to placement of the Network Terminating Equipment (NTE), a final inspection will be required to confirm site readiness. Also note, prior to the installation of any AT&T equipment, your room must be secured, including locks on doors



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

POWER

- It is required that the Customer provides permanent dedicated power for the equipment being installed. Power requirements can consist of nominal -48VDC , $+24/-24\text{ VDC}$, 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. AC power outlets should be on a dedicated fused breaker rated at a minimum of 15 amps. These items need to be discussed with the AT&T ILEC Engineering Representative to ensure that service can be provisioned on time.
- The AT&T Engineer will provide the customer with more specific site prep instructions including power, following the site visit.

Equipment / Power Compatibility:

AT&T Engineer (with Customer concurrence) confirms:

- Power supply for each device is adequate
- If the NTE is AC powered, the cord must be physically separated from all signal cabling in the relay rack
- Selected rack configuration shall anticipate future growth for AT&T switched Ethernet services or other services and equipment (if any) installed in the rack; if subsequent work is required to modify the rack arrangement due to Customer controlled circumstances, additional charges will apply.
- Requests to install the NTE in an existing AT&T provided rack may be considered where space and conditions allow, subject to AT&T engineer agreement. Requests to install the NTE/NCTE as DC powered in an existing AT&T owned rack containing an AC powered rectifier shelf and battery back-up shall be subject to review by AT&T engineering staff on an Individual Case Basis. In all cases, the customer shall provide the power source for the NTE and may not use an AT&T supplied power source.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

GROUND

- Relay racks/cabinets must be 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. In addition, the 110V, 15 amps AC outlet must be 3 prong and properly grounded as well.
- If the Customer site will be using a stand-alone, centralized bulk power plant (now or at any time in the future), then grounding is required as follows: #2 stranded ground is required from the Customer's earth electrode system to the equipment room. This would be connected to a grounding bus bar, or otherwise directly connected to different components. A #6 stranded ground is required from the grounding bus bar to the Network Terminating Equipment.
- If the Customer site will not be using a stand-alone, centralized bulk power plant (now or at any time in the future), and instead will be using an embedded or integrated power configuration where the power plant is located within the same rack or cabinet as the equipment it powers, then grounding is required as follows:
 - A #6 stranded ground is required from the Customer's earth electrode system to the equipment room. This would be connected to a grounding bus bar, or otherwise directly connected to different components.
 - A #6 stranded ground is required from the grounding bus bar to the network equipment.
- Specific requirements may be discussed with the AT&T ILEC Engineering Representative at the time of the site visit.



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

Customer Guide for Site Visit (page 1 of 4)

This document is provided by AT&T to assist you in the evaluation of the work you need to complete in order to be ready for your Ethernet service to be installed. It can be used to prompt questions and note answers during your site visit with the AT&T ILEC Engineering Representative who performs the site visit. Please use it as a reference for conversations with your contractors as well.

Type of Ethernet Service I should prepare for (e.g., AT&T Dedicated Ethernet ServiceSM): _____

Site Ready Date: _____
(date your site must be ready for AT&T to deliver your service on time)

If I have questions about the work I need to have completed, who at the AT&T ILEC Engineering team do I call?
NAME _____ PHONE _____ EMAIL _____

Whom should I notify when the work is complete?
NAME _____ PHONE _____ EMAIL _____

ROOM Requirements:

1. Do AC Power outlets need to be installed?

- How many? _____
- Number of Standard 3-wire grounded 120 Volt outlets? _____
- Other outlet requirements? _____
- Alternative power options needed? _____

2. Does a separate ground wire need to be provided? If so, what gauge wire?

Yes/No _____ Gauge? _____



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

Customer Guide for Site Visit (page 2 of 4)

3. ACCESS BACKBOARD OR RACK INSTALLATION ROOM READINESS:

ROOM ENVIRONMENT:

Room number/name? _____

Cooling: Is the room properly cooled? Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

If not, what must be done to achieve this ambient environment?

Identify any supplies or equipment that need to be removed from the room, or other room preparation activities noted:

BACKBOARD

a. Backboard Location (Mark doorway and location on the following diagram)



b. Height ____, Width ____, Thickness ____ (in inches), Material _____

c. Base height from the floor? _____



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

[Customer Guide for Site Visit \(page 3 of 4\)](#)

RACK

a. Rack Location (Mark doorway and location on the following diagram)



b. Measurements of the rack? _____

c. Assure 36" of space is available surrounding the rack _____

d. Assure rack is properly bolted to the floor, heaviest items are at the bottom, and the rack and equipment are properly grounded.

AT&T Dedicated Ethernet ServiceSM ONLY: OUTDOOR H-FRAME/PEDESTAL/OTHER

a. Location (Mark location on the following diagram)



b. Assure 36" of space is available surrounding the H-Frame/Pedestal _____

c. Powering option AC or DC? _____

d. Verify detailed and specific attribute information about the AT&T Dedicated Ethernet ServiceSM with the AT&T Engineer



AT&T ETHERNET SERVICE INSTALLATION CUSTOMER SITE PREPARATION DOCUMENT

[Customer Guide for Site Visit \(page 4 of 4\)](#)

CONDUIT Requirements:

4. CONDUIT:

- a. Is the existing Subscriber owned conduit sufficient for the Ethernet cable?
- b. If existing conduit is not sufficient, what type and specifications are required? _____
- c. Date conduit must be ready? _____
- d. Do I need to provide a *pull string* in the conduit?
 1. Type _____
 2. Quantity _____

Is there any other work that must be completed to prepare for circuit installation?



136191UA

MASTER AGREEMENT

20100209-0090

Customer South San ISD Street Address: 2515 Bobcat Lane City: San Antonio State/Province: Texas Zip Code: 78224 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Adam Galvan Title: Street Address: 2515 Bobcat Lane City: San Antonio State/Province: Texas Zip Code: 78224 Country: USA Telephone: 210 977-7000 Fax: Email: agalvan@southsanisd.net	AT&T Contact (for notices) Street Address: 1010 N. St. Mary's Room 847 City: San Antonio State/Province: Texas Zip Code: 78215 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Name: Andy A. Rocha	Name: AMY ANDERSON
Title: Director of Purchasing	Title: CONTRACT SPECIALIST - CUSTOMER CONTRACTS
Date: February 3, 2010	Date: 02/10/10

1. INTRODUCTION

1.1 **Overview of Documents** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement")

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules, this Master Agreement, the AUP, and Tariffs, Guidebooks and Service Guides; provided that, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to 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.

2.2 **AT&T Equipment.** Services may include use of 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 to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services 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 take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the

Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing 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, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 **Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 **Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with 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.

4.3 **Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes), setoff (except as provided in Section 4.5 - Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), 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. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T

determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. 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 (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK

SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION

6.2 **Limitation of Liability.**

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
 - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
 - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
 - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. **THIRD PARTY CLAIMS**

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions

in Section 7.1, or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension of Services. The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes 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.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 - Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).
- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in 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: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 **Effect of Termination.**

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

9. **IMPORT/EXPORT CONTROL**

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. **MISCELLANEOUS PROVISIONS**

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of

civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 Assignment and Subcontracting.

(a) 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). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 Injunctive Relief. Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 Legal Action. Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

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

10.11 Compliance with Laws. Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 Agreement Language. The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below.

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

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Minimum Retention Period" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

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Plan Type/Title	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
Wireless Voice Plans: All wireless plans below include: Voicemail, Caller ID, Three-Way Calling, Call Forwarding, Call Waiting, Free Nationwide Long Distance and Domestic Roaming				
AT&T Nation 450 Roll Over Rate Plan	\$ 39.99	26%	\$ 29.59	450 Rollover; 5000 night and weekend* minutes; unlimited mobile to mobile; \$0.45/min./overage
AT&T Nation 900 Roll Over Rate Plan	\$ 59.99	26%	\$ 44.39	900 Rollover; unlimited night and weekend* minutes; unlimited mobile to mobile; \$0.45/min./overage
AT&T Nation Unlimited Roll Over Rate Plan	\$ 69.99	0%	\$ 69.99	Unlimited minutes; unlimited night and weekend minutes; unlimited mobile to mobile
AT&T Pooled GOV Nation 100 Rate Plan	\$ 30.00	26%	\$ 22.20	100 Pooled Minutes; 5000 night and weekend minutes* ; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 200 Rate Plan	\$ 34.00	26%	\$ 25.16	200 Pooled Minutes; 5000 night and weekend minutes* ; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 300 Rate Plan	\$ 39.00	26%	\$ 28.86	300 Pooled Minutes; 5000 night and weekend minutes* ; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 400 Rate Plan	\$ 44.00	26%	\$ 32.56	400 Pooled Minutes; 5000 night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 500 Rate Plan	\$ 49.00	26%	\$ 36.26	500 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 600 Rate Plan	\$ 53.00	26%	\$ 39.22	600 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 700 Rate Plan	\$ 57.00	26%	\$ 42.18	700 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage

Plan Type/Title	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
AT&T Pooled GOV Nation 800 Rate Plan	\$ 61.00	26%	\$ 45.14	800 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 900 Rate Plan	\$ 65.00	26%	\$ 48.10	900 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 1000 Rate Plan	\$ 70.00	26%	\$ 51.80	1000 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage
AT&T Pooled GOV Nation 6000 Rate Plan	\$ 205.00	26%	\$ 151.70	6000 Pooled Minutes; unlimited night and weekend minutes*; unlimited mobile to mobile; \$0.25/min./overage

Text Messaging Plans:

Text Messaging Pay-Per-Use (PPU)**	\$ 0.20	0%	\$ 0.20	Pricing is per message **
Picture/Video Messaging Pay-Per Use (PPU)**	\$ 0.30	0%	\$ 0.30	Pricing is per message **
Messaging 200***				200 messages included with voice plan(s)\$24.99 or higher; \$.20/msg overage
Messaging Unlimited***	\$ 20.00	75%	\$ 5.00	Discount only applies with voice plans \$24.99 or higher

Enhanced Push-to-Talk (EPTT) Plans:

EPTT Standalone	\$ 25.66	26%	\$ 18.99
EPTT Feature Bolt-on non-flat rate	\$ 5.00	40%	\$ 3.00

International Plans:

AT&T Passport****	\$ 30.00	0%	\$ 30.00	Text, Picture, Video unlimited; talk \$1/minute; cellular data 120 MB; cellular data overage \$.25/MB
AT&T Passport Silver****	\$ 60.00	0%	\$ 60.00	Text, Picture, Video unlimited; talk \$.50/minute; cellular data 300 MB; cellular data overage \$.20/MB
AT&T Passport Gold****	\$ 120.00	0%	\$ 120.00	Text, Picture, Video unlimited; talk \$.35/minute; cellular data 800 MB; cellular data overage \$.15/MB
AT&T Passport Data*****	\$ 30.00	0%	\$ 30.00	Cellular Data 120MB, Cellular Data Overage \$0.25/MB

Plan Type/Title	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
AT&T Passport Data Silver*****	\$ 60.00	0%	\$ 60.00	Cellular Data 300MB, Cellular Data Overage \$0.20/MB
AT&T Passport Data Gold*****	\$ 120.00	0%	\$ 120.00	Cellular Data 800MB, Cellular Data Overage \$0.15/MB
Canada and Mexico Travel Minutes	\$ 30.00	0%	\$ 30.00	80 minutes included, overage \$.50/min.
Canada and Mexico Travel Minutes	\$ 60.00	0%	\$ 60.00	200 minutes included, overage \$.50/min.
Canada and Mexico Travel Minutes	\$ 120.00	0%	\$ 120.00	500 minutes included, overage \$.50/min.

Domestic Directory Assistance

411 Directory Assistance	\$ 1.99	0%	\$ 1.99	Price per call (The charge for Directory Assistance-411 cannot be waived or credited)
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*Standard Nights & Weekends (N&W) calling times are based on local market times(LMT):

NIGHTS: 9:00 PM - 5:59 AM Monday through Thursday

WEEKENDS: 9:00 PM Friday through 5:59 AM Monday

** PPU plan auto-attached to all activations

*** Includes Text, Picture, Video, and Instant Messaging

**** AT&T PassportSM packages: Compatible device with domestic postpaid wireless service (voice, text & data) required. Includes talk, text & data coverage in over 150 countries. Actual data speeds vary by device/location. Includes Wi-Fi access at participating hotspots in over 35 countries. Must download AT&T Passport app and register to access hotspots. Countries listed at att.com/globalcountries. Requires one-time charge and package is valid for 30 days. Pay-per-use rates apply without package, when package expires, or when in excluded countries. Restrictions apply. See attached International Roaming Product Brief.

***** AT&T Passport DataSM packages: Compatible device with domestic postpaid wireless service (voice, text & data) required. Includes data coverage in over 150 countries. Actual data speeds vary by device/location. Includes Wi-Fi access at participating hotspots in over 35 countries. Must download AT&T Passport app and register to access hotspots. Countries listed at att.com/globalcountries. Requires one-time charge and package is valid for 30 days. Pay-per-use rates apply without package, when package expires, or when in excluded countries. Restrictions apply. See attached International Roaming Product Brief.

Wireless Data Plans:

All Data Plans below DO NOT include International Roaming

Data Unlimited for Smartphone Enterprise Windows, Blackberry, iPhone, Android Devices	\$ 45.00	26%	\$ 33.30	
DataPro 5GB for Windows, Blackberry, iPhone, Android Devices	\$ 50.00	26%	\$ 37.00	5GB data and \$15/GB overage

Plan Type/Title	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
5GB Data plus Tethering ADD-On for Windows, Blackberry, iPhone, Android Devices	\$ 65.00	26%	\$ 48.10	5GB data with tethering and \$15/GB overage
DataConnect Government Unlimited for laptops, modem cards and tablets	\$ 69.99	45.72%	\$ 37.99	
DataConnect 5GB Pooling for laptops, modem cards and tablets	\$ 149.99	76.005%	\$ 35.99	\$10/GB overage
DataConnect 5GB for mobile hotspots and netbooks	\$ 60.00	40%	\$ 35.99	\$10/GB overage
DataConnect 3GB for Tablets and iPads	\$ 35.00	26%	\$ 25.90	\$10/GB overage
DataConnect 250MB for Tablets and iPads	\$ 14.99	0%	\$ 14.99	\$10/GB overage
Government Unlimited Data Plan for Tablets and iPads	\$ 69.99	45.72%	\$ 37.99	
DataConnect 5GB for iPad	\$ 50.00	26%	\$ 37.00	\$10/GB overage
iPad Domestic 5GB Pooling	\$ 149.99	76.005%	\$ 35.99	\$10/GB overage
AVPN Wireless 25MB Backup Plan	\$ 5.00	0%	\$ 5.00	\$10/GB overage

Custom Access Point Name (APN)

				Non-Recurring Charge (NRC) for Commercial Connectivity Services (CCS) - a private network connection to connect wireless network to customer network
CCS Custom APN Design CCSAPN0/CCSAPNQ	\$ 500.00	40%	\$ 300.00	
CCS Transport Design CCSTRN0/CCSTRNQ	\$ 1,995.00	40%	\$ 1,197.00	Non-Recurring Charge (NRC)
CCS Public Static Design CCSSIP0/CCSSIPQ	\$ 500.00	40%	\$ 300.00	Non-Recurring Charge (NRC)
CCS Design Change CCSCHNG0/CCSCHNGQ	\$ 500.00	40%	\$ 300.00	Non-Recurring Charge (NRC)
CCS Dedicated Design CCCDED0/CCSDEDQ	\$ 250.00	40%	\$ 150.00	Non-Recurring Charge (NRC)
Incremental Design MSSSCD0/MSSCDQ	\$ 150.00	40%	\$ 90.00	Hourly rate
Public Static IP Address	\$ 3.00	0%	\$ 3.00	Monthly Recurring Charge (MRC)
AccessMyLAN AMLAPN AMLVPN	\$ 9.99	30%	\$ 7.01	Monthly Recurring Charge (MRC)

Bundled Wireless Voice and Data Plans:

All bundled wireless voice plans below include:

Included features: Voicemail, Caller ID, Three-Way Calling, Call Forwarding, Call Waiting, Free Nationwide Long Distance and Domestic Roaming

Unlimited Government Bundle**	\$ 137.99	38.00%	\$ 85.09	Voice/Data/Text/ePTT;
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Plan Type/Title	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
Basic voice/data/messaging Bundles				
Pooled Government Nation 300 Bundle**	\$ 107.00	53%	\$ 50.00	Voice/Data/Text/ePTT; 300 pooled voice minutes* \$.25/minute overage; 5000 nights and weekend minutes
Pooled Government Nation 600 Bundle**	\$ 121.00	48%	\$ 63.00	Voice/Data/Text/ePTT; 600 pooled voice minutes* \$.25/minute overage
Pooled Government Nation 1000 Bundle**	\$ 138.00	46%	\$ 75.00	Voice/Data/Text/ePTT; 1000 pooled voice minutes* \$.25/minute overage

Enhanced voice/data/messaging Bundles

Pooled Government Nation 500 Bundle	\$119.00	60%	\$47.99	Voice with Unlimited Data, Text & Hotspot; 500 pooled voice minutes* \$.25/minute overage; 5000 nights and weekend minutes
Pooled Government Nation 700 Bundle	\$127.00	53%	\$59.99	Voice with Unlimited Data, Text & Hotspot; 700 pooled voice minutes* \$.25/minute overage
Pooled Government Nation 1000 Bundle	\$138.00	49%	\$69.99	Voice with Unlimited Data, Text & Hotspot; 1000 pooled voice minutes* \$.25/minute overage

***Add-A-Line to an Enhanced bundle for \$34.99 each

Unlimited Government Nation Bundle	\$ 154.99	55%	\$69.99	Unlimited Voice Data, Text & Hotspot
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Premium voice/data/messaging Bundles

Pooled Government Nation 500 Bundle	\$123.25	59%	\$49.99	Voice with Unlimited Data, Text, Hotspot & ePTT; 500 pooled voice minutes* \$.25/minute overage; 5000 nights and weekend minutes
Pooled Government Nation 700 Bundle	\$131.25	53%	\$61.99	Voice with Unlimited Data, Text, Hotspot & ePTT; 700 pooled voice minutes* \$.25/minute overage

Plan Type/Title	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
Pooled Government Nation 1000 Bundle	\$142.25	49%	\$71.99	Voice with Unlimited Data, Text, Hotspot & ePTT; 1000 pooled voice minutes* \$.25/minute overage

***Add-A-Line to a Premium bundle for \$36.99 each

Unlimited Government Nation Bundle	\$ 159.99	55%	\$71.99	Unlimited Voice Data, Text, Hotspot & ePTT
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NIGHTS: 9:00 PM - 5:59 AM Monday through Thursday

WEEKENDS: 9:00 PM Friday through 5:59 AM Monday

** International Roaming Not Included

***Each subscriber on a bundle plan is eligible for one Add-A-Line; the additional (Add-A-Line) will share voice;data;messaging

Equipment

The only equipment available through this contract is equipment used in conjunction with the service plan offerings stated in this Appendix C Pricing Index.

Equipment Offer: This offer is valid for new activations and standard upgrades with a 2yr term and a voice plan of \$24.99 or higher or data plan of \$35.99 or higher

\$100.00 off 2yr MBS pricing for integrated devices, basic/quickmessaging devices and data only devices. (aircard, usb card, mifi/hotspot)

Accessory Offer: 30% Discount off AT&T stocked retail accessory prices

Plan Type/Title Taxes and Fees	Published Price	DIR Discount	DIR/Customer Price	Service Plan Description
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Item - Tax/Fee/Surcharge	Amount - \$ or %	Description
Federal Universal Service Fee	18.20%	The Federal USF, created by the federal government, is designed to help ensure first-class, affordable telecommunications service for all consumers across the country, especially residents in high cost rural communities and low-income customers. Additionally, the Federal USF provides for discounted telecommunications services for schools, libraries and rural health-care facilities. All telecommunications providers are required to pay into the Federal USF, and their contributions may be recovered from customers. Each quarter, the government updates the amount that companies are required to pay into the Federal USF. As a result, we may adjust the amount we recover from customers each quarter. Your USF charge won't exceed the rate set by the government and, in many cases, may be lower.
Activation Fee	\$45.00	Fee Waived
Upgrade Fee	\$45.00	Fee Waived for Standard Upgrades
Cancellation Fee	\$325.00	Fee Waived
Standard Shipping Charge	\$9.95	Fee Waived

Works for Business™



***Sprint's Response to South San Antonio
Independent School District RFP # 2017-11***

January 30, 2018
E-Rate Category One Services



Nancy Anderson
Nancy.Anderson@Sprint.com
(512) 848-4900



12502 Sunrise Valley Drive
Reston, VA 20196
January 30, 2018

South San Antonio Independent School District
Attn: Peggy Gonzalez, Director of Purchasing
5622 Ray Ellison Blvd.
San Antonio, TX 78242

Dear Ms. Gonzalez:

At Sprint we operate by three guiding principles: **Value, Simplicity and Reliability.**

- ◆ We will offer the best value in wireless (simplicity and pricing).
- ◆ We will be the company that is easiest to do business with.
- ◆ The foundation of our business is a consistent and reliable network.

There has never been a better time to be a Sprint customer.

Sprint has a brand new network, world class account teams, award winning customer service and our plans are the best value in the industry.

Sprint wireless and wireline products and services are developed specifically for education customers like South San Antonio Independent School District (SSAISD). Our wireless solutions have proven to be the ideal infrastructure for delivering high-speed and reliable voice and data services in both individual schools and entire districts. In addition, as a proud participant in the Schools and Libraries Universal Service Support Mechanism Program (E-Rate) Sprint is able to offer solutions that adhere to your financial goals as well.

Through the E-Rate program, the service discount offered to SSAISD will remain fixed for the term of the agreement. In addition, Sprint launches new promotions regularly for which you may be eligible – contact your Account Manager for details.

E-Rate Disclaimer: E-Rate guidelines state that applicants who receive discounted or free pricing on ineligible products and services, such as wireless equipment must reduce their funding commitment request by the difference between the fair market value and the amount quoted or paid for the ineligible products or services. Sprint would like to ensure that SSAISD is aware that failure to make this adjustment may result in the rejection of an entire funding request or in the subsequent revocation of a funding commitment.

Furthermore the Sprint provides the following disclaimers:

- A. Customer represents and warrants that the Customer has sufficient appropriated funds available to cover the full cost of products and services purchased under the Agreement regardless of whether Customer receives any funds from FCC, USAC or other funding sources.

- B. If the Customer is purchasing new equipment and services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the Funding Commitment Decision Letter (“FCDL”). For Customer’s with existing services, Sprint reserves the right to suspend services if the FCDL is not received by September 30, 2017.
- C. Customer agrees to accept responsibility for payment of any such services that are provided by Sprint but that are not eligible for E-Rate Support. Payment for services and equipment that are not E-Rate Program eligible will be due to Sprint within 30 days of date invoice is received by Customer.
- D. USAC-SLD rules may require bundled voice and data plans to cost allocate the voice calling and data ineligible features of any bundled plans that are part of an E-rate application. Estimates may vary for each customer based on the particular situation, including applications, custom calling features, eligible users, and eligible locations. Sprint has provided a table for estimated allocations in the E-rate Program Details section of this proposal.

Please contact your Public Sector Account Manager, Nancy Anderson at (512) 848-4900 or via email at Nancy.Anderson@sprint.com if you have any questions. Sprint welcomes the opportunity to provide additional information to SSAISD regarding the products and services discussed within this document. We look forward to bringing knowledge, creativity and financial stability to this partnership.

Sincerely,



Joseph Mortallaro, Proposal Manager
Sprint Solutions, Inc.

#MoveForward





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Disclosure Statement – Sprint

This proposal is provided in response to requirements of Customer and may include trade secrets or confidential, proprietary or financial information that is exempt from disclosure under applicable law; Customer shall protect such information to the fullest extent possible pursuant to such applicable law and such information shall not be duplicated, used, or disclosed - in whole or part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of - or in connection with - the submission of this data, Customer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on sheets annotated with a restrictive legend. All intellectual property rights in Sprint’s proposal materials remain in and/or are assigned to Sprint, Sprint’s subcontractors and Sprint’s vendors (as applicable).

Technology Evolution

- A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate SSAISD to a replacement technology; or (2) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology..
- B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform SSAISD (if affected) of such pending action. The form of Sprint’s notice may include providing written notice to any address (1) listed in this Agreement for SSAISD, (2) Sprint uses for billing, or (3) set forth in an Order. SSAISD agrees that such notice is reasonable and sufficient notice of Sprint’s pending action.



Executive Summary

We have a strong history of providing integrated wireless and wireline products and services that are developed specifically for the education industry. In a highly competitive environment, today's institutions must be able to provide robust, cost-effective technology and communications. In addition, defining new learning capabilities with emerging technologies and implementing instant and affective communications, and campus safety, is key to the success of your organization.

Our innovative technology solutions enhance the delivery and administration of education including mobile and distance learning, professional development, and data management. We deliver secure, high-speed access to teaching and learning applications over one of the nations most advanced and powerful networks, throughout many campuses. Our experience and expertise will help you:

- ◆ Mobilize Teaching and Learning
- ◆ Secure the Learning Environment
- ◆ Plan for Emergencies – Instant Communications & Interoperability
- ◆ Optimize Applications and Network Performance
- ◆ Improve Safety and Enhance Efficiency

In response to your RFP for Wireless Services Voice/Data, we have developed a proposal that will enable you to achieve your business goals and objectives. We look forward to building upon our established relationship with SSAISD by offering best-in-class pricing for wireless services and continuing to provide state of the art technology with a clear roadmap for the future.

Why Sprint for Education

Sprint is a Global Telecommunications provider, catering to all government industries for more than 30 years leveraging technology and mobile connectivity, by mastering workforce trends.

Sprint leverages multiple platforms

 Unified Communications and Collaboration <ul style="list-style-type: none"> • Google Apps for Work • Microsoft Office 365 • Sprint Complete Collaboration 	<p>Help your teams work better, together. It's about faster, improved decision-making, simpler ways to share knowledge and invisible technology that just works.</p>
 Mobile Security and Management <ul style="list-style-type: none"> • Mobile Security Platforms • Mobility Management Services • Secure Messaging 	<p>Manage mobility with your own set of security standards with solution sets designed to answer the difficult questions raised by a world gone mobile.</p>
 Mobile Workforce Management <ul style="list-style-type: none"> • Sprint Workforce Locator • Workforce Manager • Mobile Forms • Point-of-Sale and Mobile Payment 	<p>Monitor what matters to deliver great services, efficiently. Take payments virtually anywhere with our intuitive, tablet-based point of sale system.</p>
 Fleet, Trailer and Asset Management <ul style="list-style-type: none"> • Fleet Management • Asset and Trailer Management 	<p>Monitor the status of your fleet of vehicles and assets in the field and generate cost savings by driving greater productivity, improving safety and streamlining regulatory compliance.</p>



→ Sprint Enablers

- Global SIP Trunking
- Global MPLS
- Dedicated Internet
- Managed Network
- Managed Security
- Sprint Datalink Wireless Back up and Static IP
- Wireless WAN

Build a scalable, efficient network – so you can build a scalable, efficient business. Create a dependable, secure and cost effective back-up network solution for critical connectivity.

📱 Devices and Plans

- Smartphones
- Mobile Broadband
- Tablets
- Sprint® Direct Connect®

Equip your employees with the right devices so they can be more productive on the job and utilize their devices to the fullest.

Innovative Solutions

Sprint Business provides a variety of connected solutions helping improve overall operations:

- ◆ BYOD
- ◆ Library Hot Spot Check-Out Program
- ◆ Multiline
- ◆ Wireless Forms on Tablets
- ◆ Magic Box



Automation

Sprint makes it easier to keep track of the Inventory of Things, providing solutions that allow you to:

- ◆ Track vehicles
- ◆ Manage assets
- ◆ Remotely monitor and control things
- ◆ Capture live video
- ◆ Protect employees



- ◆ Communicate with large groups

Inventory of Things – connecting people, places and things

Asset management

Solutions that allow you to manage assets, helping you keep track of the Inventory of Things.

Fleet tracking

Sprint offers telematics solutions that deliver a strong ROI.

Key Features:

- Track & Trace (track and locate vehicles, boundary alerts [geo-fencing], stop reports, idle time reports)
- Vehicle Diagnostics (monitor vehicle systems, notify/track events, maintenance alerts)
- Driver Behavior (swerving, idling, harsh braking)



Key Benefits:

- Increase productivity and efficiency
- Increase fuel efficiency
- Reduce fuel expenses
- Save time and money
- Increase driver safety
- Minimize maintenance costs
- Get automatic alerts
- Improve dispatch times

Proposed Solution

With Sprint innovative solutions, SSAISD will enjoy a new level of flexibility using fewer resources, yielding greater efficiency and productivity while realizing an exceptional return on your investment. Please see the E-rate Program Summary for details regarding Sprint's E-rate process and procedures. You can obtain comprehensive communication services by leveraging our integrated wireless platforms and applications as proposed below.

Sprint's **Magic Box** is a true differentiator that is deployable in virtually any SSAISD locations. We're so excited about this that we're ready to provide a Magic Box to a site you select so we can demonstrate the improvements it can make.

It's an indoor wireless femtocell relay device that is deployed on premise to increase signal strength and improve performance of the Sprint 4G LTE Network. The Magic Box can improve performance in areas up to 20,000 square feet, depending on environmental conditions.

- ◆ **No Cost** – You'll pay ZERO in installation, hardware and service costs
- ◆ **Plug-n-play deployment** – No engineering, construction or specialized labor required
- ◆ **Boosts Sprint's LTE signal and throughput** – Delivers enhanced signal and faster speeds
- ◆ **Enhanced Coverage** – Depending on placement location it can provide enhanced network coverage typically by up to 70-90% or more in domestic U.S. retail locations



The 1Million Project



As SSAISD knows from your own philanthropic initiatives and commitments, as well as your participation in this project, it is no longer ‘enough’ for businesses to be in business only for themselves. Organizations have the power to make a huge impact where it is needed most, acting as champions for our communities both locally and globally. *SSAISD and*

Sprint have a culture of caring in common, despite being in different industries. For instance, among the hundreds of organizations and causes that Sprint is supporting every year, our **1Million Project** is helping to create opportunities for high school students to participate in the digital world and transform their lives.

In these and other ways, we share a commitment with SSAISD to be making the world a better place. Current statistics show:

- ◆ 70% of America’s school teachers assign homework to be completed online
- ◆ 5 Million US families with school-age kids do not have Internet connectivity at home

This disconnect leads to dramatic impacts on kids; daily lives, including the inability of high school students to complete homework in safe, predictable and productive environments. Unfortunately, this challenge can have lifelong impacts on students’ ability to achieve their full potential.

Through the 1Million Project, Sprint and the Sprint Foundation, will help close the homework gap by providing free devices and wireless service to schools to connect 1 million low income high school students, (over a period of five years) who do not have home internet access. The 1 Million Project will help level the playing field so that disadvantaged high school students will have access to the technology they need to succeed in school, participate in the digital world and ultimately reach their full potential.

Our Mission

To help one million high school students who do not have internet access at home reach their full potential by giving them devices and free high-speed internet access.

Our Beliefs

All students are curious, want a bright future, and are willing to work hard. All students need and deserve the right tools to translate their efforts into meaningful outcomes.

The Benefits

Eligible students of participating school districts receive:

- ◆ A free smartphone, tablet or hotspot device.
- ◆ 3GB per month of free high-speed LTE data. Unlimited data is available at 2G speeds of usage exceeds 3GB in a month.
- ◆ Free, regularly-updated Children’s Internet Protection Act (CIPA) compliant content filter with every device.
- ◆ Wireless service for up to four years while still in a participating high school.



Our Impact

Over 3, 700 students participated in our spring 2017 pilot program. 86% of surveyed students said 1MP enabled them to complete more homework in comfortable and safe places. 100% of surveyed administrators said homework completion rates improved.

For the 2017/18 school year, we have allocated 180,000 devices to 1,352 high schools in 118 districts in 30 states.

Join Us

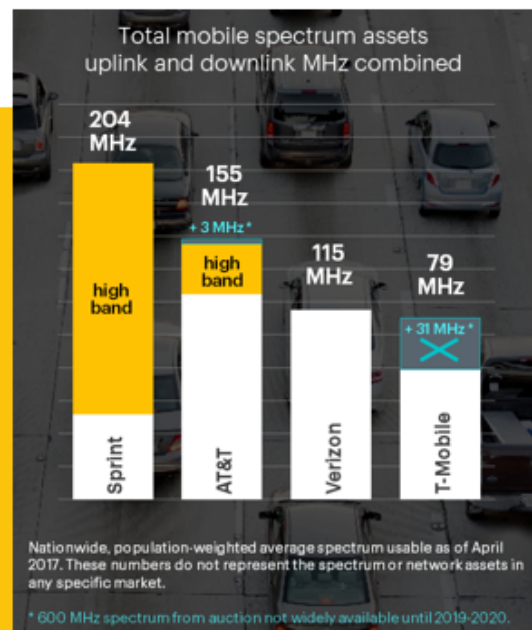
We are humbled and excited about the potential to help change the academic and life trajectories of one million high school students across America. School districts wanting to apply should visit is at www.1millionproject.org.

Organizations and individuals wanting to explore potential partnerships and/or financial support should mail Doug Michelman, 1MP president, at doug.michelman@sprint.com or John Branam, Executive Director, at john.branam@sprint.com.

No U.S. carrier beats our spectrum holdings

That's important because capacity and speed matter.

- Spectrum is what provides the capacity and speed that our customers require now and in the future
- Unmatched by the competition. Sprint has 77% more spectrum than Verizon and 29% more than AT&T
- Sprint has more high-band spectrum, which is crucial for the capacity and speed required for unlimited and ultimately 5G solutions



We're building the foundation for 5G.

- ◆ Secure connectivity to mission-critical information – regardless of location
- ◆ More expansive coverage and solutions for staying connected
- ◆ Integrated GPS services to improve near real-time situational awareness and enhance the safety of employees and citizens
- ◆ Platforms that help incorporate the Internet of Things, requiring low latency and faster speeds



1 – Corporate Experience and Reference

About Us

Sprint is a communications services company that creates more and better ways to connect its customers to the things they care about most. Widely recognized for developing, engineering and deploying innovative technologies, including the first wireless 4G service from a national carrier in the United States; leading no-contract brands including Virgin Mobile USA, Boost Mobile, and Assurance Wireless; Sprint provides instant national and international push-to-talk capabilities.

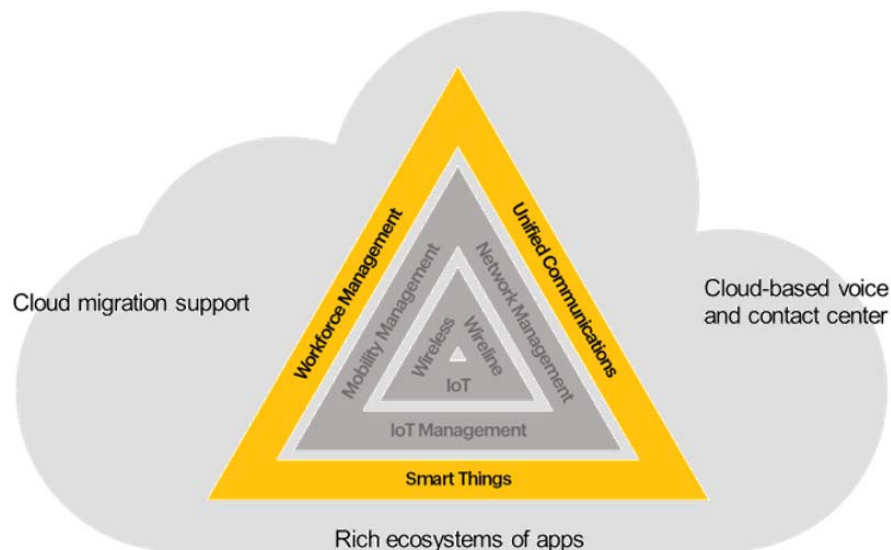


Sprint’s strategy provides the foundation for operating the business in a way that creates value for all of our stakeholders – customers, shareholders, employees, and the communities where we do business.

We’re Innovating in Network Connectivity with our as-a-Service Model

Your wireless today might be a mix of corporate- and individual-liable devices from various carriers. You need the flexibility to have both while still owning the business phone number. Likewise, your global WAN connectivity might come from a lot of different providers. We are one of the few companies that can work with you to accommodate a multi-carrier world and provide the connectivity foundation of what you need.

- ◆ **Wireless Network** – Superior spectrum position with unlimited data and densification for 5G, expanded international
- ◆ **Wireline Network** – Tier 1 highly reliable backbone and access agnostic for flexibility
- ◆ **IoT** – Narrowband connectivity with global reach in 200+ countries



You need a wide variety of tools to manage your unique situation; wireless devices from multiple vendors, or the need for complete transparency into the health of your wireline network that includes



multiple vendors. And with IoT, data will be coming from hundreds or thousands of devices that must be easily managed. We provide you with:

- ◆ **Mobility Management:** BYOD and hybrid models for flexibility to shift corporate owned wireless numbers between individual and company owned devices, with no up-front costs and pay as you go, per seat, per month
- ◆ **Network Management:** Compass management tool for wireline network SLA management and real time views and changes
- ◆ **IoT Management:** Command Center for global device management and flexible API integration to capture Big Data

Our vision to help make it easier for you to manage your business at the crucial application layer, where the collaboration, messaging and business automation happens, is by using an “**as-a-Service**” model. This model allows your IT capabilities to morph and expand as your business requires.

As-a-Service models allow you to adjust capacity as multi-year business cycles come and go, but also allows for micro-fluctuations in demand. You can tweak capacity of systems to deal with fluctuations in seasonal, monthly, weekly and even daily fluctuations in demand.

Our approach is to support your innovation journey with hybridized solutions that are continually being optimized to provide you what you need, when you need it, working seamlessly with our partners and your suppliers and vendors.

Highlights

Sprint customer experience improvements have yielded results – from improved internal customer satisfaction scores to a series of awards that are top rankings from third parties. These initiatives, notable improvements and awards include:

- ◆ **Sprint Business achieves Microsoft Gold Cloud Productivity Competency** – recognizes Sprint’s exceptional commitment and outstanding degree of proficiency for strengthening customer relationships through our Microsoft Office 365 suite of products (Sept. 2016)
- ◆ **Computerworld:** The editors at *Computerworld* reported that “Sprint may be the happiest of all this year, because its numbers are up dramatically compared to a year ago” in their annual customers satisfaction [survey](#). Sprint was most improved, with customers’ satisfaction with their Sprint data connection (coverage) up 21%; satisfaction with reliability of data connection up 26%; and Sprint tied with T-Mobile and Verizon for satisfaction with upload speed, improving 18% from last year. As for phone selection, Sprint customers were by far the most satisfied. (Dec. 2016)
- ◆ **Sprint Business achieves Microsoft Gold Cloud Productivity Competency** – recognizes Sprint’s exceptional commitment and outstanding degree of proficiency for strengthening customer relationships through our Microsoft Office 365 suite of products (Sept. 2016)

Sprint Facts

- ◆ Headquartered in Overland Park, Kansas
- ◆ 1 of the SoftBank family of global technology companies
- ◆ **#89** equivalent on Fortune 500
- ◆ **30052** employees
- ◆ Annual revenues - **\$33.4B** in fiscal 2016
- ◆ **204 MHz** in the U.S. wireless spectrum. 80% more than Verizon and 32% more than AT&T
- ◆ **200+** countries served with our wireless data services
- ◆ **193** countries served in our global wireline network
- ◆ **7th** in the world in global IoT connections
- ◆ **4,753** stores giving us extensive experience in retail and supply chain solutions



Sprint Finishes Second in
J.D. Power 2016
U.S. Wireless Network Quality
Performance Study



Sprint is Winning more than
ever before with the most
Root Metrics Awards

Source: Average network reliability (voice & data) based on Sprint's analysis of Nielsen drive test data in the top 106 metro markets



Business Impact Award
IoT Evolution

References

Sprint is currently the incumbent provider. We can provide further references upon request.



2 – Equipment Response

As the incumbent provider, Sprint has provided cellular devices to SSAISD within the last year. Your Sprint Public Sector Account Manager can work with you to determine upgrade eligibility and recommended devices based on individual needs.



3 – Technical Requirements

1. VOICE SERVICES

Services in this section may be awarded to different providers. Contract terms: MTM, 12 months, 24 months, or 36 months

1.1 Voice lines - 423 Business lines

1.2 PRI - up to 5 lines.

1.3 Long distance service to support up to 423 voice lines and up to 5 PRI lines

Sprint is not bidding on services listed in 1.1 – 1.3.

1.4 Cellular voice services for basic voice cellular service for up to 30 lines.

Please see Sprint's proposed pricing in Section 7 of this response.

Note: Sprint is not responding to other sections of this RFP.



4 – Support and Service Specifications

Sprint firmly believes local account support is critical to customer service success and to an effective formal escalation process when needed. Sprint promotes quality customer support with frequent professional interaction, formal information updates on products and services, and a proactive perspective on resolving customer issues. Additionally, Sprint's support teams have received specialized training to understand and recognize the needs of the Public Sector.

The primary points of contacts for the SSAISD contact information and responsibilities are listed in the following table.

Sprint Personnel Contact Information	Responsibilities
Nancy Anderson Public Sector Account Manager Phone # (512) 848-4900 Nancy.Anderson@sprint.com	<ul style="list-style-type: none">◆ Leads the Account Team serving as the point of contact for contract negotiation, pre-sales needs assessment, implementation and post-sales account management.◆ Oversees product and sales support and facilitates problem solving of technical, training, billing, financial, service and other issues.◆ Leads account strategy planning sessions and builds key customer relationships.◆ Proposes customer solutions based on customer requirements and needs resulting in decisions for Sprint.◆ Provides consultative oriented solutions sales leveraging the Sprint portfolio.◆ Collaborates with technical and other support services, and with other Sprint sales resources to maximize sales focus.◆ Serves as initial point of contact with Sprint to support with new order requests, equipment upgrades and purchase of accessories, as well as engaging other Sprint resources as needed.◆ Provides ongoing support on account analysis and SSAISD needs, before, during and after the sale.
Kim Stiles Solutions Engineer Phone # (972) 405-2754 Kimberlie.Stiles@sprint.com	<ul style="list-style-type: none">◆ Provides solutions engineering support for the development and design of customized, complex and/or integrated network solutions.◆ Coordinates with supporting organizations (network, operations, product, sales, care, tier II) to ensure design meets SSAISD requirements.◆ Serves as the point of contact for SSAISD and the sales team for evaluating the need for and engaging other Sprint resources.◆ Proactively supports in-region SSAISD events (i.e. demos, data shows, etc.).◆ Engages and coordinates data solution vendor support as required.◆ Works with local sales and marketing teams to ensure objectives are established and met.



Sprint Personnel Contact Information	Responsibilities
Lindsay Breen Assigned Care Team sprint.lindsay.breen@sprint.com	<ul style="list-style-type: none">◆ Overall project management of your Sprint wireless account◆ Coordinating onsite support activities like deployments and training◆ Assist with self-service options◆ Acting as a point of escalation for accurate and timely issue resolution◆ Rate plan changes, handset swaps, upgrades and general account maintenance requests not performed in self-service tools◆ Execute billing research upon request with prompt and accurate resolution of billing issues◆ Serving as a resource for general account questions

Sprint's Public Sector Customer Care organization is dedicated to providing customers with one source for all service, technical, operation and billing support. The Customer Care Center is available 24x7 at 800-390-7545 for SSAISD wireless questions and issues.



5 – Work Plan and Implementation

Sprint has vast experience implementing telecommunications services to corporate customers. The complexity of project implementation plans varies depending on the size of the organization as well as the number and type of products you purchase. As such, the implementation plan for SSAISD will be customized specifically to meet your needs. Sprint has developed detailed Methods and Procedures (M&Ps) documents for the implementation of each product and service we offer. While these documents are considered highly proprietary and confidential, Sprint will engage the designated implementation personnel from SSAISD upon selection as your vendor.

Dedicated Project Management for your Implementation

Depending on the complexity of the implementation, Sprint offers a National Implementation Support group to oversee the project. A dedicated Sprint Project Manager can work with designated SSAISD personnel to develop a detailed project management plan coordinating the activities for each Sprint product and service. Our Project Managers understand all the intricacies of implementing wireless solutions in large enterprises, and will coordinate all internal and external resources and processes required to ensure a smooth implementation.

Your Sprint Project Manager will work from a comprehensive, time-proven project plan clearly laying out responsibilities and timeframes while allowing the flexibility for your unique requirements.

Implementation Project Plan Phases

To facilitate a smooth and comprehensive implementation, Sprint requires sponsorship at an executive level within SSAISD to promote employee participation and general acceptance of the project.

- ◆ Phase 1: Assess current service needs and prioritize the implementation. Account Team introductions and responsibilities are defined.
- ◆ Phase 2: Develop a specific, tactical implementation plan.
- ◆ Phase 3: Determine a suitable service order process.
- ◆ Phase 4: Evaluate an implementation program and make adjustments as needed.
- ◆ Phase 5: Provide ongoing account support, including implementation of new features and services as they become available.

Phase 1

The Sprint Account Team will meet with your implementation personnel to exchange introductions and define responsibilities. The group will assess and prioritize your current wireless service needs based on profiles of employees. The assessment will take into consideration:

- ◆ Location of employees
- ◆ Best service plans for individual employees based on job profiles
- ◆ Potential for leveraging Shared Minutes and optional pricing packages
- ◆ Wireless Internet and other wireless data needs
- ◆ Potential need to include solution partners or value-added resellers for services such as custom applications, enhancing in-building coverage or web-based ordering and fulfillment.



Phase 2

Sprint will help SSAISD to develop a specific tactical implementation plan including, but not limited to:

- ◆ Creating a timeline for the rollout of services
- ◆ Identifying your locations that will require local sales, service, and support
- ◆ Assigning and rolling out your toll-free National sales and support number
- ◆ Developing a corporate-liable authorization procedure to ensure that only your employees receive the benefits of this plan
- ◆ Designing a method of communicating changes in the eligibility status of employees
- ◆ Creating an overall marketing plan for individual users, which may include holding Benefit and VIP Retail Days, at your major locations or Sprint Retail Stores

Phase 3

Sprint will work with SSAISD to create service order processes to enable employees to place orders with billing properly configured to meet your requirements. This phase will include:

- ◆ Rollout of services which coordinates wireless service availability with employees' needs, leveraging all available order and fulfillment methods to create maximum efficiency for fulfilling your service orders
- ◆ Electronic billing and reporting needs
- ◆ Standard shipping and billing methods and procedures
- ◆ Individual purchasing methods and procedures

Phase 4

Sprint can meet monthly or quarterly to review the agreed upon methods and procedures. Together we will evaluate the implementation process and aggressively adjust practices to improve the efficiency of the program.

Phase 5

In the final phase, you begin receiving ongoing account information from Sprint. As new features become available, we will work with SSAISD to ensure successful implementation.

Throughout this phase, we perform periodic reviews of your account in terms of target users, usage levels, and your overall satisfaction with our service. As the needs arise, this phase may include:

- ◆ Participation in wireless User Group Seminars
- ◆ Trials of emerging products and services
- ◆ Discussion of future wireless applications



Sample Project Implementation Plan

A sample project plan utilizing National Implementation Support is shown below.

Customer						
Core Team Members		Scope of Project Summary				
National Account Manager		Pre-Implementation:				
Wireless Field Support Manager						
Wireless Field Support						
Solution Engineer		Post-Implementation:				
CNS Project Manager						
Customer Support Mgr.						
WLNP Team						
Solution Consultant						
Project Manager						
Customer POC						
Project Activities	Standard Interval	Pre-Requisite	Owner	Target Completion	Date Completed	Comments
Contract Activity						
Contract Fully Executed						
Contract emailed to EWS	2-3 days					
Hierarchy built	1 day					
NVP added Ensemble	1 day					
Pricing codes entered Ensemble	1 day					
Internal Project Kick-off Call						
Scope of Work	1 day	0				
Contract review	1 day					
NVP	1 day					
Special Pricing	1 day					
Identify specific deliverables	1 day					
Testing requirements/procedures	n/a					
Training requirements	TBD					
Project schedule	1 day					
Potential Risks	1 day					
Acceptance Procedure	1 day					
Identify Customer Contacts	1 day					
Single Point of Contact	1 day					
Multi-Location Site Contacts	1 day					
Identify resources and responsibilities	1 day					
Porting	TBD					
Web Portal	1 day					
Establish Communications Plan (Status Reporting)	1 day					
Customer Introduction Call						
Confirm basic information	1 day	0				
Contacts	1 day					
Addresses	1 day					
Phone Numbers	1 day					
Review the Scope of Work	1 day					
Review the Project Schedule	1 day					
Review Training Plan	n/a					
Finalize Communications Plan	1 day					
Review Acceptance Criteria	1 day					
Identify any unique entrance requirements	1 day					
Project Implementation						
Assure Equipment Orders are Placed	1 day per 100 orders	4				
Confirm Equipment Delivery Dates and Locations	2 days after completed order	4				
Provide Tracking Numbers for Customer	2 days after completed order	4				
Assure Equipment Configuration	n/a					
Coordinate and Schedule Training as Required	1 day					
Additional WLNP Procedures						
WLNP DOT set	TBD					
Port Monitoring	TBD					
Port competition	TBD					
Vendor Port Protection removed	TBD					
Contingency Plan	TBD					
WLNP Analysis	TBD					
Specialized Fulfillment Group						
Equipment Received @ ACC	n/a					
Equipment Testing Complete	n/a					
Equipment Shipped to Customer	n/a					
Shipment Tracked	n/a					
Device Training Scheduled	TBD					
Device shipment tracked	n/a					
Device shipping complete	n/a					
Final Acceptance	1 day					
Internal Follow-up	1 day					



6 – Value Added Services

Sprint MultiLine Solution

More and more companies are deploying BYOD (Bring Your Own Device) policies, but, the trend hasn't come without significant security and compliance concerns for IT organizations. Today's companies need a way to enable employees to carry one device, with the ability to keep work and personal communications data completely and reliably separate and secure.

Sprint's MultiLine solution solves this problem, making it easy to securely add multiple company-owned business phone numbers to an employees' personal mobile device. The value is in its carrier-agnostic nature, which gives you the flexibility to implement a simple, centrally-managed solution that can be deployed over the employee's mobile device, regardless of that employee's underlying carrier. Sprint MultiLine offers carrier grade coverage, working on Cellular Voice, Mobile Data and Wi-Fi. Employees can now carry one phone while keeping their work and personal communications completely separate, ensuring security and enabling compliance for both the employee and your company as a whole.

Delivering value and simplicity:

- ◆ Your company will be empowered with the oversight and analytics needed to ensure that employees are compliant with company policies; and by extension, the company can also maintain business compliance, especially necessary in regulated environments.
- ◆ The solution delivers both hard and soft dollar savings by lowering device costs, and by delivering a simplified management infrastructure backed by experienced support and services. It frees up staff time and reduces the complexity of supporting a mobile workforce.
- ◆ Sprint MultiLine allows people to work more flexibly and effectively. Employees get the convenience of an additional line, and will be more productive on their preferred mobile device regardless of the underlying carrier. No porting is necessary to enable the solution.

Features include:

- ◆ **Multiple Line Capability** - Ability for multiple domestic numbers to work simultaneously within the application
- ◆ **Voice and Data** - Supports simultaneous voice and data transmission
- ◆ **Carrier Agnostic** - Sprint business line deployed over any primary device, regardless of underlying carrier
- ◆ **EMM Integration** - Works seamlessly with leading EMM providers
- ◆ **Carrier Grade Coverage with Sprint** - Works on Cellular Voice, Mobile Data and Wi-Fi
- ◆ **Fully Featured Phone Application** - Provides all the key features available with a conventional mobile line delivered as an additional line on any iOS or Android device





- ◆ **Voice and Text Recording** - Maintain compliance through call recording and text logging for regulated enterprises
- ◆ **Easy to use Management Portal** - Control company-owned numbers with real time usage analytics
- ◆ **Easy to Onboard** -Telecom Managers can turn up service quickly for employees.
- ◆ **Mobile PBX** - Auto-attendant, call transfer, 3-way conferencing

MultiLine Management Portal

You will be able to oversee mobile voice, text and data usage with administrative control and visibility

Administrative Control

Empowered with their own phone numbers, companies can assign or reassign them in seconds.

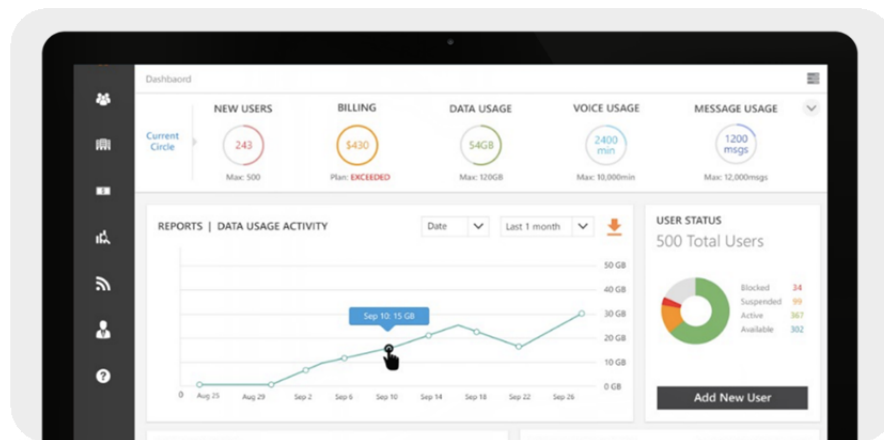
tools – all in one centralized, secure Enterprise-grade portal.

Policy Management

Enable or disable features on the app according to enterprise policies and requirements.

MultiLine Analytics

Provides granular, real-time insights into employee's voice, text, and data usage to simplify and optimize the employee mobile reimbursement process.



Deployment and Management Simplicity

Sprint MultiLine solves a set of stubborn problems that comes along with BYOD, and it does so simply and easily. You will be able to cut costs and enable employee choice, while ensuring security and compliance. It is an Enterprise-grade solution that is carrier-agnostic, simple to turn on, and easily maintained through the Management Portal – whether Telecom Managers need to set policies at the department or employee level, deploy call recording and text logging, or ensure interoperability with an EMM. These capabilities and more, are fully enabled, making it easier than ever for businesses to shift *now* to the utmost in mobile office flexibility via the Sprint MultiLine Solution.



Value of Sprint MultiLine to Businesses

Cost Savings

Cut overall mobility costs by spending less on devices, infrastructure, management, support and services.

Control

Ensure that business is conducted on work not personal numbers to protect company information and relationships.

Compliance

Strengthen and simplify compliance with regulations that affect business communications and activities on mobile devices.

Simplicity

Manage and grow a mobile workforce quickly, easily and with a less complicated technology infrastructure.

Value of Sprint MultiLine to Employees

Choice

Employees keep the phone they love and the service plan that works best for them.

Convenience

No more dual-device hassles. Employees carry one phone for work and personal use.

Productivity

Employees can work more flexibly and effectively at any time and place.

Privacy

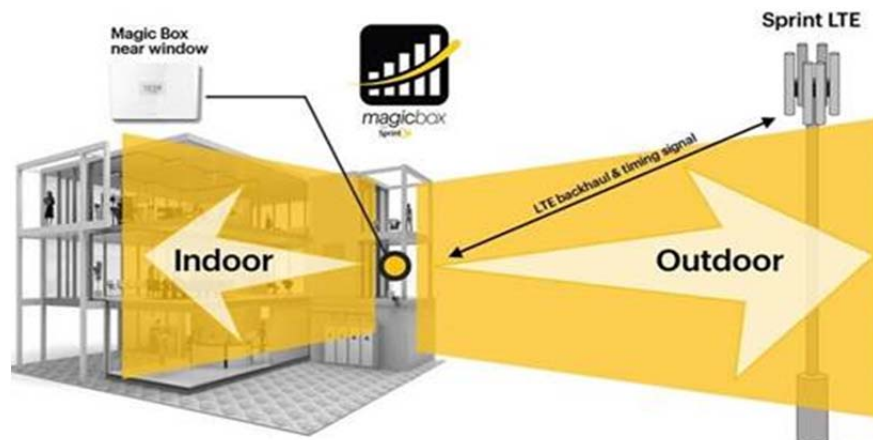
Personal mobile use and data are completely separate and invisible to the business.

Pricing

- ◆ Base MultiLine service MRC \$15 per line
- ◆ Call and Text recording add-on \$10 per line
- ◆ MultiLine Data Analytics add-on \$3 per line

Enhanced Micro Cell M2M Solution – Sprint Magic Box

Indoor coverage can be a challenge due to lack of signal penetration. To provide seamless coverage, Sprint has developed a plug ‘n play small cell technology that improves performance of the 4G LTE network. This unique solution is known as the Sprint Magic Box. Sprint’s Magic Box is a shoebox sized wireless femtocell relay device that is positioned on premise to increase signal strength in spectrum bands 41 and 25, and improve throughput of the Sprint 4G LTE Network. The Magic Box can enhance performance in areas up to 20,000 square feet, depending on environmental conditions.





Following are items included in the service:

- ◆ LTE+ small cell window booster
- ◆ High-speed data connectivity via Sprint 4G LTE network; **wireline web circuit not required.**
- ◆ Secure Wireless Ethernet bridge (*only included in qualified scenarios**)

The equipment and monthly data service provided on premise is **included at no cost**. For service to become operational, the Sprint small cell repeater must be correctly placed and plugged into AC power.

Below is an example of how the solution works within a commercial building and business.



Features and Benefits

- ◆ **No Cost** - Qualified customers pay ZERO in installation, hardware and service costs
- ◆ **Plug-n-play deployment** - No engineering, construction or specialized labor required
- ◆ **Boosts Sprint's LTE signal and throughput** - Delivers enhanced signal and faster speeds
- ◆ **Enhanced Coverage** - Depending on placement location it can provide enhanced network coverage typically up to 70-90% or more in domestic US retail locations

Sprint Machine-to-Machine Solutions Overview

Sprint has partnered with leading manufacturers to build modules embedded with Sprint network capable microchips, enabling the transformation of a variety of electronic devices into powerful digital communications solutions. Using these embedded modules, Original Equipment Manufacturers (OEMs) can cost effectively integrate digital voice, broadband data communications and GPS functionality into devices to make them compatible with the Sprint network. Moreover, the modules' small form factor is ideal for compact laptops, modems, meters, call boxes, mobile terminals, mobile productivity and location and navigation solutions in many areas. Areas such as transportation, field service, public safety, integrated insurance, utility, personal safety, connected camera and Internet of Things (IoT).

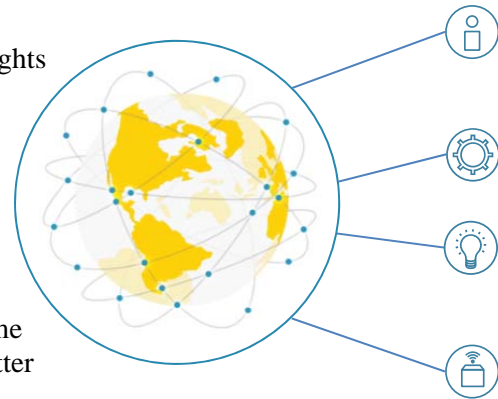
Increase efficiency with Machine-to-Machine

Organizations connecting Machine-to-Machine (M2M) devices to a network can quickly see the potential savings in time, cost and labor. Transmitting information wirelessly at its source - from a vehicle, instrument, home or business - and receiving valuable feedback not only automates manual



processes, it helps to streamline service provisioning and billing. Multiply the number of connected devices SSAISD has, and you can see the powerful possibilities.

- ◆ **People**
 - Ensures your employees are getting the insights they need to invent competitive advantages
- ◆ **Processes**
 - Enables your business through mobility, to do business anywhere
- ◆ **Data**
 - Adds intelligence to data by providing real-time insights to assist in quicker decisions and better solutions
- ◆ **Things**
 - Provides unique insight into the *Internet of Everything* by making networked connections more relevant & valuable



M2M Considerations

The convergence of rising costs, a competitive marketplace, and the advent of new wireless technologies and devices makes this a good time to think about applying M2M services to your business. As you consider this business landscape, here are some questions to ask:

- ◆ **Should you build your own M2M solution?**
 - Consider the cost and work involved in executing any critical application or process today. M2M implementations can be complex, but we can help identify roadblocks and simplify the entire process. Sprint tools and service platforms accelerate the development of M2M connectivity and may lower your deployment costs.
- ◆ **Which applications or processes should you automate first?**
 - Our industry experts and mobility applications specialists can help you identify and prioritize your needs and determine how to proceed with your M2M deployment.
- ◆ **Can your devices be used for M2M connections?**
 - Sprint has certified more than 300 M2M network-ready devices and has enabled two-way communication for millions of connected devices over our wireless network. Our experts can work with you to help achieve M2M integration across your business systems and devices.
- ◆ **Is M2M right for your industry and business?**
 - Sprint relies on extensive M2M experience across many industries to apply common components and business models, and tailor service and data plans to the unique requirements of your industry and business. Whatever your industry, Sprint M2M solutions can make a big impact.

Business Benefits

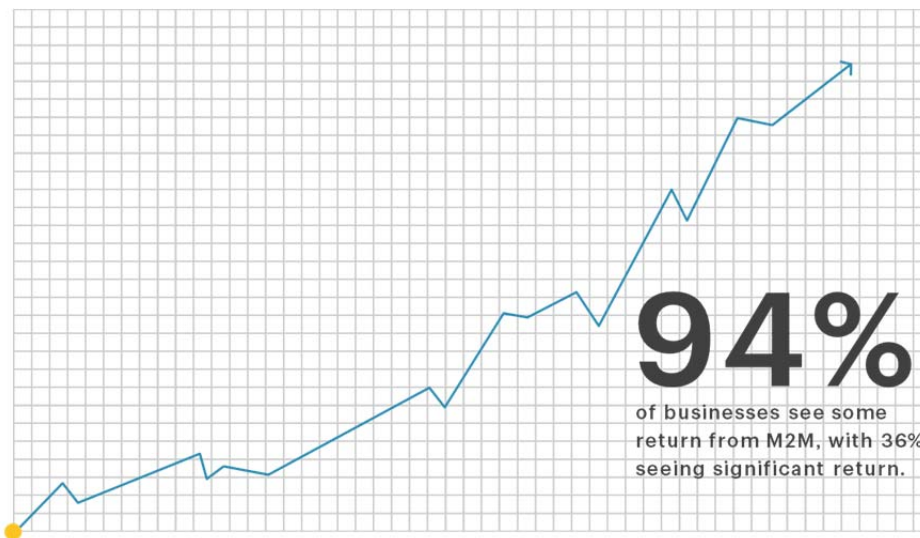
- ◆ Transportation



- On average, increase productivity by 7%*
- Fleets can use GPS tracking and engine diagnostic to lower fuel costs by as much as 20%
- Reduce avoidable accidents up to 30%

- ◆ Retail
 - Save up to 75% for wireless POS solutions versus cash registers**
 - Increase product sales with interactive digital signage displays by 50-100%
 - Improve dwell time on ads up to 60% and collect audience analytics

- ◆ Usage-based Insurance
 - Decrease number of accidents for drivers up to 20%***
 - Speed up claim processing time by up to 15%
 - Reduce fraud from 25-40%





Sprint M2M Product Portfolio



Fleet Management

- ◆ Track and Trace
 - Real time location
 - “Breadcrumb” Trail
 - Geo-fencing with alerts when breached
 - Stop and Idle reports
 - Route optimization
- ◆ Driver Behavior
 - Driver score and reports
 - Aggressive driving alerts
- ◆ Vehicle Health
 - Engine diagnostics
 - Maintenance reminders
 - Sensors used to control operational factors

Fleet (Regulatory Compliance)

- ◆ Electronic logging of driver hours
- ◆ Reports on available drivers
- ◆ Automatic update with rule changes
- ◆ Driver vehicle inspection report
- ◆ Fuel tax reporting



Asset Management

- ◆ Multiple location checking options
 - Near real-time tracking with breadcrumb trail for assets in transit (trailer, cargo)
 - Periodic location check for stationary assets
- ◆ “Wakeup” option starts reporting location when asset is moved
- ◆ Temperature monitoring for perishable goods
- ◆ Battery powered devices for non-powered assets
- ◆ Rugged devices for all monitoring all types of assets
- ◆ Monitor location on PC, tablet, smartphone

Retail (Tablet-based Point of Sale)

- ◆ Mobile point of sale solutions offer ability to serve your customers in store or remotely
- ◆ Manage inventory, customer loyalty and marketing
- ◆ One system that is both mobile and stationary

Retail (Interactive Digital Signage/Kiosk)

- ◆ New product launches
- ◆ Digital in-store advertising
- ◆ Offers customer loyalty and marketing
- ◆ One system that is both mobile and stationary
- ◆ Rich data analytics

Retail (Back-up or Primary Wireless Router)

- ◆ PCI-DSS compliant managed POS network services
- ◆ Manage networking costs using data overage triggers
- ◆ Provide secure Wi-Fi networks for customers and suppliers
- ◆ Wireless connectivity for ATM, vending and kiosks

Retail (Remote Monitoring)

- ◆ Monitor store open, close and personnel activities
- ◆ Secure entry and exits with up-to-the-second updates to smartphones
- ◆ Single gateway can support multiple types of remote sensors

Retail (Loyalty)

- ◆ Retailers who take meaningful steps to drive customer loyalty are 88% more profitable than their competitors who do not
- ◆ It costs 6-7 times more to acquire a new customer than to retain an existing one
- ◆ Companies can boost profits by almost 100% by retaining 5% of customers****

Usage-based Insurance

- ◆ Text disablement solutions
- ◆ Less complicated than market perception
- ◆ Cloud or server-based application that uses telematics to generate a driver risk profile
- ◆ Telematics data stream from cellular modems or smartphones



- ◆ Policy holder “apps” and web portals provide driver feedback on safety
- ◆ Revenue streams from value-added can offset some costs

M2M with Sprint opens new opportunities

Sprint has the expertise to give you the insight and perspective you need to continually invent and re-invent a competitive advantage in the networked world. Relying on years of experience developing innovations in fleet management, mobile workforce management, vehicle safety and package delivery tracking, Sprint can help you to:

- ◆ Increase revenue/reduce expenses
- ◆ Boost productivity
- ◆ Create competitive advantage
- ◆ Streamline supply chain
- ◆ Improve business operations
- ◆ Generate profits
- ◆ Enhance customer service
- ◆ Improve safety and security
- ◆ Enable market growth

*Source: Aberdeen Group

**Source: Based on internal data

***Source: The Guardian newspaper

****Source: Deloitte research study “Serving the networked consumers - Harvard Business Review

Emergency Response Teams

Critical communications capabilities to assist organizations during emergency situations by providing:

- ◆ Training
- ◆ Equipment
- ◆ Infrastructure
- ◆ Products and services
- ◆ ERT Go-Kit





7 – Pricing Response

SSAISD Bid Sheet

Please refer to the following page for the SSAISD Bid Sheet.

1.3 Long Distance Service: Sprint is not bidding on 1.3 Long Distance Service

Interstate Rate: _____ billing increment: _____

Intrastate Rate: _____ billing increment: _____

International Rate: _____ billing increment: _____

Minimum annual commitment (enter \$0.00 if none): _____

1.4 Cellular Voice Services

Cellular voice only plans. Attach vendor bid for other plans and details for proposal.
Proposal MUST clearly list E-Rate eligible and ineligible costs.

Plan Description : Multiple Plan alignment based on existing services
Unlimited Voice and Texting 65/35 Split
Unlimited Voice, Text, and Data, 30/70 Split
Unlimited Broadband Connection Services (Ineligible) _____

\$ 1,443.22 per month for recurring charges.

\$ 389.91 per month E-rate eligible recurring charges.

\$ 1,053.31 per month ineligible recurring charges.

Minutes per month: Unlimited

Night/weekend minutes: Unlimited

Other plan details:

Unlimited Voice, Text, Data, Hotspot and Broadband Connection; not all services are eligible applicant is fully aware

\$ _____ one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:



E-Rate Price Quote

470 Application #	180002766		
Spin Number	143006742		
School Name	SOUTH SAN ANTONIO IND SCH DIST		
Phone Number	580-332-1444		
Main Address	5622 RWY ELLISON BLVD		
City	SAN ANTONIO		
State	TX		
Zip Code	78242		
RAW/Account #	294749221 - Proposed		
Quote Date	01/08/2018		
Contact Name	Scott Lalesman		
Contact Email	slalesman@scsaffordable.net		
Contract Name	STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES		
Contract Number	CONTRACT NO. DR- TSG-3432, (SPRINT #RSC1512-0284)		
State Discount %	24%		
Term	Multi Year - 24 Months		
Funding Year	2018-2019		
Sprint Quote for Voice Eligible Services Only – Modernization Phase Down Data services are ineligible under the FCC's E-rate Modernization Order; Voice and Data bundles require cost allocation prior to USAC submission.			
Price Plan	Access Charge [1]	# of Units	Monthly Charge
Voice Plans			
Unlimited Talk and Text for feature phone. Unlimited voice minutes, Unlimited text messaging. Eligible 65% / Ineligible 35% (Ineligible features include: voice mail and caller, Text Messaging, Feature Phone Subsidy)	\$19.99	4	\$79.96
Bundled Voice and Data Plans			
Sprint Public Sector All In Smartphone RE3 (Unlimited Voice Minutes; Unlimited Direct Connect and Group Connect; Unlimited Text Messages; Domestic Long Distance and voice roaming included; Caller ID and Voicemail; Unlimited Email and Web; Data Roaming, and 10 GB Hotspot 10 GB Hotspot. Post promotion \$150. Eligible 38% / Ineligible 70% (Ineligible charges include voice mail, caller id, texting, data, and deduction for subsidized smartphone)	\$44.99	9	\$404.91
Sprint Unlimited Series 65 (Unlimited Voice Minutes; Unlimited Direct Connect and Group Connect; Unlimited Text Messages; Domestic Long Distance and voice roaming included; Caller ID and Voicemail; Unlimited Email and Web; Data Roaming, w/10 GB Hotspot. Only available on select devices including Samsung Galaxy J3 and Galaxy J7. Eligible 30% / Ineligible 70% (Ineligible charges include voice mail, caller id, texting, data, and deduction for subsidized smartphone)	\$30.00	17	\$510.00
Data Plans			
Custom Unlimited 3G/4G Connection Plan (Ineligible)	\$34.99	11	\$384.89
911 / State Taxes			\$41.39
Federal USF			\$22.07
		Total Per Month	\$1,443.22
		Total Per Year	\$17,318.67
Customer Signature: _____ Date: _____ Service Provider Signature: _____ Date: _____			
<p>This Sprint Quote is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. By signing this Sprint Quote or upon receipt of Sprint Services and Products, Customer agrees to the terms and conditions of the applicable Sprint service Agreement ("Agreement") together with the attached Schools and Libraries Funding Program Addendum ("Addendum") for the provision of certain telecommunications services ("Services") and related equipment ("Products"). The term of the Agreement will begin on the Commencement Date and expire no later than June 30, 2019. The "Commencement Date" will be the first day of the first billing month after Sprint receives USAC's Funding Commitment Decision Letter ("FCDL"). In no event will the Commencement Date be earlier than July 1, 2018. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer's with existing Services, Sprint reserves the right to suspend Services if the FCDL is not received by September 30, 2018. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support. Following the expiration of the Agreement, Sprint will continue to provide wireless Products and Services to Customer under the pricing and discounts set forth in this Agreement, or, with advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate wireless Services.</p> <p>[1] Please note that the responsibility for verifying and certifying the information within an E-rate application is with the applicant prior to submission. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the applicant's E-rate application. Sprint is not responsible for the outcome of the SLD's decision on these matters.</p>			

Eligible	Ineligible
\$51.97	\$27.99
\$121.47	\$283.44
\$153.00	\$357.00
	\$384.89
\$41.39	
\$22.07	
\$389.91	\$1,053.21
\$4,678.92	\$12,639.76



SOUTH SAN ANTONIO IND SCH DIST
Application Number: 180002766
FY1819



					BYOD (Sim Replacement)				Subsidized
	Included 10 GB Hotspot	Iconic Device	Flagged Smartphones	Value Smartphones	Basic Phone	Unsubsidized Plans			
					Unlimited Voice, Text and 2GB's Data	Unlimited Voice, Text and 4GB's Data	Unlimited Voice, Text and 6GB's Data	Unlimited Voice, Text and Data	3G/4G Connection Plan
MONTHLY ACCESS CHARGE	\$44.99	\$37.00	\$30.00	\$19.99	\$11.99	\$18.99	\$25.99	\$29.99	\$34.99
Anytime Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
Anytime Minutes Overage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included	Included	Included	N/A
Data Limit	Unlimited	Unlimited	Unlimited	Not Included	2GB	4GB	6GB	Unlimited	Unlimited for acceptable use (>100MB \$0.25)
Data Roaming	(>100MB \$0.25)	(>100MB \$0.25)	(>100MB \$0.25)	N/A	(>100MB \$0.25)	(>100MB \$0.25)	(>100MB \$0.25)	(>100MB \$0.25)	N/A
Data Overage (per GB)	Throttles to 128K	Throttles to 128K	Throttles to 128K	N/A	Throttles to 128K	Throttles to 128K	Throttles to 128K	Unlimited	N/A
Included 10 GB Hotspot	Yes	Yes	Yes	Not Included	Yes	Yes	Yes	Yes	N/A
Domestic Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
Nationwide Long Distance	Included	Included	Included	Included	Included	Included	Included	Included	N/A
Sprint Mobile-to-Mobile	Included	Included	Included	Unlimited	Included	Included	Included	Included	N/A
Premium Data	Included	Included	Included	Not Included	Included	Included	Included	Included	N/A
Unlimited DOB & Group Connect®	Included	Included	Included	Included	Included	Included	Included	Included	N/A
Unlimited internet browsing & e-mail	Included	Included	Included	Included	N/A	N/A	N/A	Included	N/A
Voice Roaming	Included	Included	Included	Included	Included	Included	Included	Included	N/A
Device Availability									
	All Smartphones	Kyocera DuraForce Pro	Any refurbished device LG Charge; LG Tribute HD LG Tribute 5 LG Style 2 LG Style 3 LG X Power Samsung J3 Emerge Samsung J7 Perx Alcatel GoFlip Moto E4	Feature Phones	BYOD and Full Suggested Retail Price Only				Any LTE Connection Card, Hotspot, MFi, or Tablet

*Pricing listed above does not include applicable Government Taxes and Fees and/or Sprint Surcharges. The Government Taxes and Fees and/or Sprint Surcharges and their respective rates are subject to change at any time, as are exemptions applicable to customers. Consequently, the applicability to the specified services of Government Taxes and Fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification. Furthermore, exempt status is contingent upon the satisfaction of certain statutory documentation requirements. Sprint will honor any valid tax exemptions.



Appendix A – Sprint’s Legal Comments

In response to the South San Antonio ISD RFP #2017-11 (the “RFP”), Sprint is offering products and services under the Contract for Products and Related Services (DIR Contract No. DIR-TSO-3432) executed March 9, 2017 between Sprint and the State of Texas–Department of Information Resources (DIR), as amended (the “State Wireless Contract”). The State Wireless Contract provides customers with a wide array of products and services, a standard set of negotiated terms and conditions, and highly competitive rate plans. Authorized users, such as South San Antonio ISD, may place orders directly under the State Wireless Contract with Sprint for listed products and services by signing and submitting a Sprint Approved Funding Document. Accordingly, Sprint respectfully takes a blanket exception to all terms and conditions of the RFP (including without limitation, the General Terms and Conditions on pages 19-26 of the RFP) that are not required by law.

In addition, Sprint has included an E-Rate Addendum containing terms and conditions specific to USAC’s E-Rate Program. The E-Rate Addendum is expressly incorporated into and form a part of Sprint’s proposal.

Please note the following if applicable: E-Rate guidelines state that applicants who receive discounted or free pricing on ineligible products and services, such as wireless equipment must reduce their funding commitment request by the difference between the fair market value (Government Flat Rate Price) and the amount quoted or paid for the ineligible products or services. Sprint would like to ensure that South San Antonio ISD is aware that failure to make this adjustment may result in the rejection of an entire funding request or in the subsequent revocation of a funding commitment.

Additionally, Sprint respectfully takes the following exception to the following items as listed in **General Terms and Conditions - Section 68 – Insurance:**

c. 1st sentence – replace the word ‘*named*’ with the word ‘*included*’.

Coverage Section

Replace the word ‘*comprehensive*’ with ‘*commercial*’ throughout this section (A, B and last paragraph).

Explanation: Comprehensive is not a policy type in commercial Auto and general liability insurance.

B. Delete the phrases ‘*CSL (Combined Single Limits)*’ and ‘*Independent Contractor Coverage*’.

Explanation 1: Combined Single limit is how General Liability insurance is written in today’s policy form. This term predates the 1986 policy form.

Explanation 2: Independent Contractors are not a defined term in the General Liability policy. General Liability policy extends to parties acting on Sprint’s behalf.



Appendix B – Sprint E-Rate Program Details

E-Rate SPIN Number for Wireless Services

Type of Service	Company Name	Services are Provided	SPIN Number
Wireless Services	Sprint Spectrum L.P.	Nationwide	143006742

E-Rate Reimbursement Options:

Sprint supports two reimbursement options. The customer or applicant is required to provide validation of all eligible account number(s) prior to reimbursement selection.

1. **Program Background.** The “E-Rate Program,” regulated by the Federal Communications Commission (FCC), allows eligible schools and libraries to apply for and receive discounts for certain designated telecommunications services, Internet access applications, and enabling equipment. The FCC and its E-Rate program subcontractor, the Schools and Libraries Division of the Universal Service Administrative Company (SLD/USAC), maintains the rules and processes for Program participation that must be followed by Program applicants. Upon approval by the SLD/USAC, you should receive a Form 486 Certification which enables you to receive the approved funding discount and validates the “Service Start Date.” Upon our receipt of the Form 486 Certification, Sprint's E-Rate Department will use the following information to verify your preferred E-Rate payment options for reimbursement.
2. **Payment Options.** Listed below are reimbursement options available to Sprint customers:
 - (a) **SPI/Discount.** The SPI/Discount option requires the applicant to pay their percent discount timely and supply Sprint with a list of accounts and/or subscribers eligible to receive SPI discounts. Sprint will credit each individual account or subscriber retroactively based on the applicants’ funding and Form 486 certification release. If the applicant still has an outstanding credit following all retroactive adjustments, Sprint will provide a refund of the unused credit upon request. Please contact Sprint’s E-rate Support team at Erate@sprint.com or 866-414-3225 to formally request a refund.
 - (b) **Billed Entity Applicant Reimbursement (BEAR) 472 Processing (Refund).** This option SLD/USAC remits payment to the applicant directly. Sprint will provide detailed summary/subscriber billing / cost allocations and payment reporting upon request. Sprint’s E-rate Support team can be reached at Erate@sprint.com or 866-414-3225.
3. **Customer Responsibilities.**
 - (a) **Repayment.** The FCC and SLD/USAC requires that all applicants use E-Rate discounts only for eligible services and uses. E-Rate funds paid to Sprint and/or you from SLD/USAC that fail to comply with statutory or rule requirements, or that result in program fraud, waste or abuse, may be subject to repayment. If, for any reason other than Sprint’s material failure to deliver Services under the terms of the Agreement, either: i) the FCC, USAC or Other Funding Sources fail to reimburse Sprint for Services provided to the Customer; or ii) if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Sprint on Customer’s behalf for Services provided, then Customer will reimburse Sprint for these amounts.



While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer's compliance with FCC, USAC or other funding source rules and regulations, Customer's applications for E-Rate Support, or any decisions or actions by the FCC, USAC or other funding sources with respect to Customer. Customer accepts full responsibility for the charges for all services and equipment provided by Sprint pursuant to the Agreement, including all charges not covered by E-Rate Support. In the event that requested E-Rate Support is denied or adjusted during Program Integrity Assurance (PIA) or other pre-commitment review, or is interrupted or rescinded as a result of any post-commitment review or audit of any E-Rate Program services (whether provided by Sprint or any other service provider), Customer agrees to remit payment of any outstanding balance due to Sprint within 30 days of receipt of the funding decision notification from USAC or within 30 days of the close of the funding year, whichever is sooner.

- (b) **Service Eligibility.** Sprint uses its discretion to make initial determination of Eligible and Ineligible Products and Services based on its experience with the E-Rate program. The final determination of eligibility, however, rests with SLD/USAC. Customers/Applicants are responsible for verifying any eligibility questions directly with SLD/USAC.
- (c) **Eligible and Non Eligible Service Charges.** Customers/Applicants are responsible to ensure all services are paid in full prior to any funding commitment decision letter received by Sprint. Sprint will confirm to Customers/Applicants the maximum funding provided under the E-Rate program once SLD/USAC releases your 486 certification. Additionally, once your E-Rate funding has been exhausted, Customers/Applicants will remain responsible for all service charges above and beyond their funding commitment.
- (d) **Certification.** Customer represents and warrants that Customer has sufficient appropriated funds available to cover the full cost of Products and Services purchased under the Agreement regardless of whether Customer receives any funds from FCC, USAC or Other Funding Sources.
- (e) **Customer Acknowledgement.** Customers/Applicant acknowledges understanding of Modernization order release beginning in FY15-16 and subsequent years thereafter, Customer acknowledges that E-Rate Support for certain services will be eliminated or reduced pursuant to the FCC's E-rate Modernization Order (Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking released July 23, 2014, and WC Docket No. 10-90, Second Report and Order and Order on Reconsideration released December 19, 2014), and the Funding Year 2015-16 Eligible Services List (Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order released October 28, 2014). Customer agrees to accept responsibility for payment of any such services that are provided by Sprint but that are not eligible for E-Rate Support. Payment for services and equipment that are not E-Rate Program eligible will be due to Sprint within 30 days of date invoice is received by Customer.

USAC-SLD rules may require bundled voice and data plans to cost allocate the voice calling and data ineligible features of any bundled plans that are part of an E-rate application. Sprint provides applicants the following estimated allocation. The following are estimates, but may vary for each customer based on the particular situation, including applications, custom calling features, eligible users, and eligible locations.



*Cost allocations are dependent on bundled features

** The responsibility for verifying and certifying information within an E-rate application resides with the applicant prior to submission. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the applicant's E-rate application. Sprint is not responsible for the outcome of the SLD's decision on these matters.

Standard Eligibility reports are provided Quarterly to all E-Rate Customers, or applicant can request detail anytime by submitting a request to Erate@sprint.com.



E-Rate Addendum

SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

Sprint and Customer are entering into the following Schools and Libraries Funding Program Addendum ("Addendum"), together with the applicable Sprint service agreement ("Agreement") for the provision of certain telecommunications services ("Services") and related equipment ("Products"). The Services and Products may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support").

TERMS AND CONDITIONS

COMMENCEMENT DATE OF SERVICES. This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. The E-Rate Funding Term is a 12-month period ("E-Rate Term") beginning on July 1st and ending on June 30th of the applicable E-Rate Program year ("E-Rate Funding Year"). The "Commencement Date" will be the first day of the first billing month after Sprint receives USAC's Funding Commitment Decision Letter ("FCDL"). In no event will the Commencement Date be earlier than **July 1** of the applicable E-Rate Funding Year. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer's with existing Services, Sprint reserves the right to suspend Services if the FCDL is not received by **September 30** of the applicable E-Rate Funding Year. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support.

1. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement, Customer will take the following steps to request Support depending on the source of such funds.

E. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Services. For Services provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Sprint with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Sprint. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Services.

F. **OTHER FUNDING SOURCES.** If desired, Customer will take all necessary steps to request Support from state or local corollaries to the E-Rate Program ("Other Funding Sources"). Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to Sprint. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

2. **RECEIPT OF SUPPORT.**

A. **USAC.** Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from USAC of Customer's Form 486 filing and Sprint's receipt of the service worksheet. Upon notification, Sprint will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Services delivered, and Sprint worksheet delineating the associated accounts. Sprint may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to USAC's Support commitment as calculated after providing Services.

B. **OTHER FUNDING SOURCES.** Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Services. Upon notification, Sprint will apply discounts or reimburse Customer for Services delivered under the terms of the Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source



funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Services.

3. CERTIFICATION OF AVAILABILITY OF FUNDS/FAILURE TO OBTAIN SUPPORT.

- C. **CERTIFICATION.** Customer represents and warrants that Customer has sufficient appropriated funds available to cover the full cost of Products and Services purchased under the Agreement regardless of whether Customer receives any funds from FCC, USAC or Other Funding Sources.
 - D. **REIMBURSEMENT.** If, for any reason other than Sprint's material failure to deliver Services under the terms of the Agreement, either: i) the FCC, USAC or Other Funding Sources fail to reimburse Sprint for Services provided to the Customer; or ii) if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Sprint on Customer's behalf for Services provided, then Customer will reimburse Sprint for these amounts.
 - E. **RESPONSIBILITY.** While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer. Customer accepts full responsibility for the charges for all services and equipment provided by Sprint pursuant to the Agreement, including all charges not covered by E-Rate Support. In the event that requested E-Rate Support is denied or adjusted during Program Integrity Assurance (PIA) or other pre-commitment review, or is interrupted or rescinded as a result of any post-commitment review or audit of any E-Rate Program services (whether provided by Sprint or any other service provider), Customer agrees to remit payment of any outstanding balance due to Sprint within 30 days of receipt of the funding decision notification from USAC or within 30 days of the close of the funding year, whichever is sooner.
 - F. **CUSTOMER ACKNOWLEDGEMENT.** Effective as of funding year **2015-16**, Customer acknowledges that E-Rate Support for certain services will be eliminated or reduced pursuant to the FCC's E-rate Modernization Order (Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking released July 23, 2014, and WC Docket No. 10-90, Second Report and Order and Order on Reconsideration released December 19, 2014), and the Funding Year 2015-16 Eligible Services List (Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order released October 28, 2014). Customer agrees to accept responsibility for payment of any such services that are provided by Sprint but that are not eligible for E-Rate Support. Payment for services and equipment that are not E-Rate Program eligible will be due to Sprint within 30 days of date invoice is received by Customer.
4. **PRECEDENCE AND INTERPRETATION.** The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement and shall supersede and replace any previously executed Addenda for this Term. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this ____ day of _____, 201 ____

SSAISD
Applicant BEN 141548
Form 470 Application Number: 180002766

Signature

Print Name

Title



Appendix C – Forms Checklist

Sprint has provided all applicable forms as detailed below on the following pages.

FORMS CHECKLIST

- ◆ Bid Notice
- ◆ Fax Back Form – **completed and faxed 12/20/17**
- ◆ Contractor Criminal Background
- ◆ Subcontractor Form - Page 29 (if applicable) – **not applicable**
- ◆ Subcontractor Criminal Background (if applicable) – **not applicable**
- ◆ Non Collusion Statement
- ◆ Felony Conviction Notice
- ◆ Bidder's Certification
- ◆ Deviation Compliance Form
- ◆ Hold Harmless
- ◆ Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ◆ W-9 (November 2017 version)
- ◆ Conflict of Interest Questionnaire - **not applicable**
- ◆ SB 252, Chapter 2252 Certification
- ◆ House Bill 89 Verification
- ◆ Addendum No. 1 – dated 12/20/17 - Acknowledgement Page



BID NOTICE

RFP #2017-11


Purpose of Request: The South San Antonio Independent School District seeks
REQUEST FOR PROPOSALS for E-RATE CATEGORY ONE SERVICES

Issue date:	December 13, 2017	Last Date & Time to Submit:	January 30, 2018 at 2:00 p.m.
Questions due:	December 20, 2017. Submit by 11:00 am by email to pgonzalez2@southsanisd.net		
Contract Period:	Effective July 1, 2018.		
Options to renew:	Yes, will consider multi-year contracts featuring voluntary renewals		
Issued by: Peggy Lee Gonzalez, Director of Purchasing	Mail or deliver bids to: South San Antonio I.S.D., Attn: Purchasing Dept., 5622 Ray Ellison Blvd., San Antonio, Texas 78242	Proposals will be opened immediately following the specified deadline. Any proposal received later than the specified date and time will be disqualified. FAXED PROPOSALS WILL NOT BE ACCEPTED	
The bid packet may be found at www.southsanisd.net			

After evaluating the proposals, the Purchasing Department will present a recommendation to the S.S.A.I.S.D. Board of Trustees at the next regularly scheduled monthly meeting.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization is in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization	Sprint Solutions, Inc.	
Signature of Authorized Representative		
Printed Name of Authorized Representative	Joseph Mortallaro	
Position or Title of Authorized Representative	Proposal Manager	
Address: 6200 Sprint Parkway Overland Park, KS 66251		Date: 1/26/18
Telephone Number:	Fax Number :	Email
(913) 762-7335	n/a	Joseph.Mortallaro@Sprint.com

*Sprint has read, understands and will comply with the terms, conditions, specifications, and requirements in the RFP, subject to the specific responses to RFP provisions as set forth in Sprint's bid or proposal and the terms of Sprint's proposed contract.



EMAIL/FAX BACK IMMEDIATELY

FAX (210) 353-1206

Attn: Peggy Lee Gonzalez – Director of Purchasing

RFP #2017-11 E-Rate Category 1 Services

FCC Form 470 # 180002766

When downloading a bid/proposal, you are required to email/fax this sheet to our office. This allows us to add your firm to the vendor listing to receive addenda if any to this offering.

For questions, please contact us via email at pgonzalez2@southsanisd.net.

Name:	Nancy Anderson
Title :	Public Sector Account Manager
Organization:	Sprint
Address:	11044 RESEARCH BLVD STE C-300
City, State, Zip:	AUSTIN, TX 78759
Work Phone:	512-848-4900
Fax:	866-497-8675
E-mail:	Nancy.Anderson@sprint.com
E-Rate SPIN:	143006742

Note: This form was completed and sent to SSAISD 12/20/17.



Contractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a

public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or SSAISD demeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060.

On behalf of Sprint Solutions, Inc. ("Contractor"), I certify that [check one]: None of Contractor's employees are *covered employees*, as defined above.

Or

Some or all of Contractor's employees are *covered employees*. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

(3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Company Name: Sprint Solutions, Inc /**Submitter's Name/Title:** Joseph Mortallaro, Proposal Manager

Email Address: **(PLEASE TYPE)** joseph.mortallaro@sprint.com

Submitter's Signature: *Joseph Mortallaro* **Telephone No.** (913) 762-7335

Fax No. N/A **Date:** 1/26/18

Address: 6200 Sprint Parkway **City, State and Zip Code:** Overland Park, KS 66251

This form is required to be completed and signed however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.

* Sprint has a very comprehensive criminal background and drug screening policy for employees. Sprint employees should have no contact with pupils during the course of their work with the school district. We can offer that in the rare event that a Sprint employee would be on the school district premises they can be escorted by a school district employee.



Subcontractor Form *

Undersigned shall employ, subject to the Owner's approval, the following subcontractor for the Request for Proposal. One (1) form must be provided for each and every subcontractor employed. The prime Proposer shall bear the sole responsibility for the successful completion of work performed by the below listed third party service provider(s).

N/A *Sprint will not utilize subcontractors for this opportunity.

Service provided by Subcontractor:	
Name of Subcontractor:	
Address:	
City/State/Zip:	
Telephone:	
Fax Number:	
E-Mail Address:	
Point of Contact:	
Business Days/Hours:	
No. Years in Business Under This Name:	
No. Years at Location Listed:	
No. Personnel Employed:	

Subcontractor Name: _____/Submitter's Name/Title:

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Note: Due to provisions made to Contracted Services Criminal History by HB 2730, effective September 1, 2009, all subcontractors must certify to the District, that the subcontractor complied and adheres to the Criminal History check requirements.

All subcontractors identified above, must complete the "Subcontractor Criminal Background Certification" form.

This sheet must be completed, signed, and returned with Prime Contractor's submittal



Subcontractor Criminal Background Certification N/A

Introduction: Texas Education Code Chapter 22 requires service subcontractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060. This same standard applies to employees of subcontractors.

On behalf of __ (“Subcontractor”), I certify that [check one]: [] None of sub contractor’s employees are *covered employees*, as defined above. *Or*

[] Some or all of subcontractor’s employees are *covered employees*. If this box is selected, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Subcontractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Subcontractor receives information that a covered employee has a disqualifying conviction, subcontractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
- (3) Upon request, Subcontractor will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Company Name: _____ **/Submitter’s Name/Title:** _____

Email Address: **(PLEASE TYPE)** _____

Submitter’s Signature: _____ **Telephone No.** _____ **/800 # (if available)** _____

Fax No. _____ **Date:** _____

Address: _____ **City, State and Zip Code:** _____

This form is required to be completed and signed however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor’s expense.



NON COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the **South San Antonio Independent School District** that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer and pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the **South San Antonio Independent School District** concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the **South San Antonio Independent School District** in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the **South San Antonio Independent School District** in connection with the information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

FIRM NAME	Sprint Solutions, Inc.	
ADDRESS	6200 Sprint Parkway	
CITY/STATE/ZIP	Overland Park, KS 66251	
TYPE NAME OF REPRESENTATIVE (S)	Joseph Mortallaro	
SIGNATURE OF REPRESENTATIVE (S)		
DATE 1/26/18		



FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of contract.

**This notice is not required of a publicly-held corporation.
Please complete the information below:**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:	Sprint Solutions, Inc.
-----------------------	------------------------

Authorized Company Official's Name (please print or type):	Joseph Mortallaro
-------------------------------------------------------------------	-------------------

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:			
Signature of Company Official:	<i>Joseph Mortallaro</i>	Date:	1/26/18
B. My firm is not owned nor operated by anyone who has been convicted of a felony.			
Signature of Company Official:		Date:	
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:			
Name Of Felon(s):			
Details of Conviction(s):			
Signature of Company Official:		Date:	

(Name should be the same as on the affidavit-Form A)

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the SSAISD pursuant to this Contract on any and all SSAISD campuses or facilities. Contractor will not assign individuals to provide services at a SSAISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the SSAISD Purchasing Department. Prior to supplying labor services under this Contract, Contractor shall provide a list identifying the individuals, employees and subcontractors that may be assigned to SSAISD along with a letter signed by an appropriate office of Contractor that affirms compliance with this provision. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to a South San Antonio ISD campus or facility, but in case, annually on the anniversary date of this Contract, if applicable.



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted as is as follows:

Section 1. (a)

- (2) "Nonresident bidder" means a bidder whose principle place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principle place of business in this state.
- (3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principle place of business in this state.

Section 1. (b) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public work projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder to obtain a comparable contract in the state in which the nonresident's principle place of business is located.

I certify that _____ is a Resident Bidder of Texas as defined in HB 620.
 (Company Name)

Signature:	
Print Name:	

I certify that *Sprint Solutions, Inc.* _____ is a
 (Company Name)
 Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:
Overland Park, KS 66251

 (City and State)

Signature:	<i>Joseph Mortallaro</i>
Print Name:	<i>Joseph Mortallaro</i>



DEVIATION/COMPLIANCE FORM

COMPANY NAME	Sprint Solutions, Inc.
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ADDRESS	6200	CITY	Overland Park	STATE	KS
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PHONE NUMBER	(913) 762-7335	FAX NUMBER	N/A
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If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviators must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this bid Invitation.

No Deviation

Yes Deviation

If yes is checked, please list below.

<p>In response to the South San Antonio ISD RFP #2017-11 (the "RFP"), Sprint is offering products and services under the Contract for Products and Related Services (DIR) Contract No. DIR-TSO-3432 executed March 9, 2017 between Sprint and the State of Texas-Department of Information Resources (DIR), as amended (the "State Wireless Contract"). The State Wireless Contract provides customers with a wide array of products and services, a standard set of negotiated terms and conditions, and highly competitive rate plans. Authorized users, such as South San Antonio ISD, may place orders directly under the State Wireless Contract with Sprint for listed products and services by signing and submitting a Sprint Approved Funding Document. Accordingly, Sprint respectfully takes a blanket exception to all terms and conditions of the RFP (including without limitation, the General Terms and Conditions on pages 19-26 of the RFP) that are not required by law.</p> <p>In addition, Sprint has included an E-Rate Addendum containing terms and conditions specific to USAC's E-Rate Program. The E-Rate Addendum is expressly incorporated into and form a part of Sprint's proposal.</p> <p>Please note the following if applicable: E-Rate guidelines state that applicants who received discounted or free pricing on ineligible products and services, such as wireless equipment must reduce their funding commitment request by the difference between the fair market value (Government Flat Rate Price) and the amount quoted or paid for the ineligible products or services. Sprint would like to ensure that South San Antonio ISD is</p>

aware that failure to make the adjustment may result in the rejection of an entire funding request or in the subsequent revocation of a funding commitment.

Additionally, Sprint respectfully takes the following exception to the following items as listed in General Terms and Conditions - Section 68 – Insurance:

c. 1st sentence – replace the word ‘named’ with the word ‘included’.

Coverage Section

Replace the word ‘comprehensive’ with ‘commercial’ throughout this section (A, B and last paragraph).

Explanation: Comprehensive is not a policy type in commercial Auto and general liability insurance

B. Delete the phrases ‘CSL (Combined Single Limits)’ and ‘Independent Contractor Coverage’.

Explanation 1: Combined Single limit is how General Liability insurance is written in today’s policy form. This term predates the 1986 policy form.

Explanation 2: Independent Contractors are not a defined term in the General Liability policy. General Liability policy extends to parties acting on Sprint’s behalf.



HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and save whole and harmless, South San Antonio Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this contract.

The Contractor shall also defend and indemnify the South San Antonio Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not South San Antonio Independent School District for satisfaction of such claims.

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

Dated this 25 day of January, ~~2016~~ ^{Jan} 2018.

Joseph Mortallaro

Joseph Mortallaro

(Printed Name)

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 25th day of January, ~~2016~~ 2018

(NOTARY'S SEAL)

FERRY GENE OVERSON
Notary Public - State of Kansas
My Appt. Exp. Oct 25, 2019

Ferry Gene Overson
Notary Public, State of ~~Texas~~ Kansas

* Sprint respectfully takes exception to this Hold Harmless Agreement. Sprint is offering products and services under the Contract for Products and Related Services (DIR Contract No. DIR-TSO-3432) executed March 9, 2017 between Sprint and the State of Texas--Department of Information Resources (DIR), as amended (the "State Wireless Contract"). Accordingly, indemnification rights and obligations are covered by the State Wireless Contract.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

1. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective bidder shall attach an explanation to this proposal.

Sprint Solutions, Inc.

Organization Name

Joseph Mortallaro, Proposal Manager

Name and Title of Authorized Representative


Signature

1/26/18

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sprint Solutions, Inc.		
	2 Business name/disregarded entity name, if different from above Sprint		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 4181		Requester's name and address (optional)
	6 City, state, and ZIP code Carol Stream, IL 60197-4181		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
or
Employer identification number
47-0882463

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶	1/2/2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



SB 252
CHAPTER 2252 CERTIFICATION

I, Joseph Mortallaro, the undersigned representative of
Sprint Solutions, Inc (Company or business name) being an adult
over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252,
Section 2252.152 and Section 2252.153, certify that the company named above is not listed on
the website of the Comptroller of the State of Texas concerning the listing of companies that are
identified under Section 806.051 or Section 2253.153. I further certify that should the above-
named company enter into a contract that is on said listing of the companies on the website of the
Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist
Organization, I will immediately notify the South San Antonio Independent School District's
Purchasing Department.

Joseph Mortallaro

Name of Company Representative (print)

A handwritten signature in blue ink that reads "Joseph Mortallaro".

Signature of Company Representative

1/26/18

Date



HOUSE BILL 89 VERIFICATION

I, Joseph Mortallaro, the undersigned representative of Sprint Solutions, Inc. Company or Business name (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the terms of the contract the above-named Company, business or individual with Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

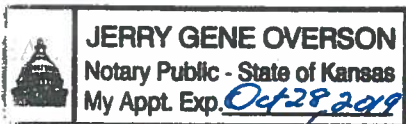
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including or wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

1/25/18
Date

Joseph Mortallaro
Signature of Company Representative

On this the 23rd day of January, 2018, personally appeared Joseph Mortallaro, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY PUBLIC



Jerry Gene Overson
Notary Signature

South San Antonio Ind Sch Dist (BEN: 141548)
5622 Ray Ellison Boulevard, San Antonio, TX 78242
(210) 977-7025

FCC FORM 470 # 180002766 (SSAN 2018-C1)
FCC FORM 470 # 180005117 (SSAN 2018-C2)

E-Rate FY 2018: REQUEST FOR PROPOSAL – ADDENDUM 1

Addendum Posted: December 20, 2017

CHANGES ISSUED IN THIS ADDENDUM:

Description	Milestones	New Value
Bid Due Date*	Tuesday, January 30, 2018 11:59 pm CST	
RFP Questions	Friday, December 15, 2017 11:59 pm CST	Q&A - Questions submitted and Applicant Responses are Listed Below

Confirmation of Receipt of Addendum:

SIGN below and submit confirmation of receipt of this addendum to your online bid on www.erate470.com or return by email to forms@kelloggllc.com

Bidder's Acknowledgement: I, the undersigned, acknowledge receipt of this addendum.

Sprint Solutions, Inc.

Company Name

1/26/18

Date

Joseph Mortallaro

Name of Contact


Signature