

Erate Information <erateinfo@esc12.net>

#### Re: Proposal Response to RFP# 190001075 Hillsboro ISD

1 message

**Amy Cunningham** <amy.cunningham@wanrack.com> To: Erate Information <erateinfo@esc12.net> Fri, Nov 16, 2018 at 3:31 PM

Thank you for your question. I apologize for the confusion.

This is for a leased lit service. We lay 12 fibers from the district hub to each of the edge sites. We light the first two fibers, leaving 10 dark fibers to be used by the district in the future as needed (no extra costs). The district may increase their bandwidth at any time without experiencing rate increases or contract extensions from 1-100 Gbps. Upon renewal MRC drops 50% on average.

USAC considers this "hybrid" a lit service. Our executive management team has built 165 WANs using this model. We assist all our districts with PIA reviews. One hundred percent of our WANs have passed PIA reviews on the first round. We do this by showing USAC that purchasing a 12 count fiber is cheaper than purchasing a smaller count fiber - which would be a special order item.

Please let me know if I can be of further assistance.

Best regards, Amy

Sent from my iPhone

On Nov 16, 2018, at 2:54 PM, Erate Information <erateinfo@esc12.net> wrote:

Amy,

We need clarification on your proposal. The title states Leased Lit Fiber WAN Proposal but the pricing quotes appear to be for dark fiber. Can you please let us know which service option(s) - Leased Lit Fiber or Leased Dark Fiber - for which you are bidding? Thanks!

On Fri, Nov 16, 2018 at 2:47 PM Erate Information <erateinfo@esc12.net> wrote: Received, thank you.

On Fri, Nov 16, 2018 at 11:06 AM Amy Cunningham <amy.cunningham@wanrack.com> wrote: Please see the attached proposal for Hillsboro ISD Fiber WAN RFP #190001075.

Best	Regards,
Amy	-

Amy Cunningham Business Development Toll Free: 855-482-7225 ext 477 913-601-8738

www.wanrack.com

ESC12 E-Rate

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Regards, ESC12 E-Rate



## LIT LEASED FIBER WAN PROPOSAL

PREPARED FOR: Hillsboro IDS RFP 190001075 November 16, 2018

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WANRack 15700 College Blvd. Ste. 200 Lenexa, KS 66219

Hillsboro Independent School District Mr. Donald Gordon 121 E. Franklin Street Hillsboro, TX 76645

November 16, 2018

Dear Mr. Gordon,

WANRack is pleased to respond to your RFP 190001075 request and provide Hillsboro Independent School District this comprehensive Fiber Optic Wide Area Network (WAN) proposal.

WANRack has extensive knowledge of both E-Rate and Private Fiber WANs needed to execute the requirements of the district's request for WAN services. Our executive management team has more than 13 years of proven demonstrable successes. They have delivered over 165 turn-key WAN's across 23 states, striving to be the premier private WAN provider for the K-12 education space. Private Fiber WANs are our sole product and K-12 is our sole focus. Once understanding our background, pedigree, and long list of executive management references, we feel the district will be more than comfortable choosing WANRack for your Fiber WAN project.

The included value proposition will position the district with an unlimited supply of bandwidth for the foreseeable future. No other provider will offer this opportunity. Our tagline is "The last network you will ever need, guaranteed".

Here are some key points of our value proposition:

• Flat rates for 1 - 100 Gigs per location with no price increases ever.

• Twelve dedicated home-run fibers from each edge site to the hub. We light the first two fibers leaving 10 additional for the district to use in the future as needed. Again, with no price increases ever.

- Pricing drops 50% after the initial term.
- Private design with no other customers on district fibers. No oversubscription anywhere in the network.
- 3-hour response time to any outage with district stored spare equipment for all sites.
- Guaranteed best long- term TCO per E-Rate rules you'll receive, period.

WANRack has a dedicated team of experts to oversee your project, start to finish. We've assigned Sherrie Lynn as your Project Manager, Steve Wilson as the local VP of Construction, and Sean Brown, VP of Construction at Corporate. This team has over 72 years of combined experience.

There are approximately 5.11 miles of planned build to connect all 5 sites in the enclosed scope of work. WANRack has provided Hillsboro ISD with multiple pricing options. Please note there is a 50% price drop after the initial term. If the district takes a 20-year TCO perspective, as E-Rate requires, you'll see the WANRack solution offers the most compelling solution, hands down.

WANRack is headquartered in the Kansas City area. With our vast experience constructing WANs for school districts across the nation, we have in-depth local knowledge of utilities requirements and certifications needed to work in the local right of way (ROW).

#### WANRack's SPIN # is 143037316.

WANRack is CLEC certified with the PSC in each state it operates. WANRack has included at least 10 references from past projects and we are happy to provide more. We are E-Rate and Private Fiber WAN experts.

Finally, this lit managed service is fully E-Rate compliant under Category 1 funding requirements.

WANRack looks forward to the opportunity of making an oral presentation detailing these many benefits and options to the District or its Board if needed.

We are confident you will be satisfied with our ability to deliver the enclosed solution once our proposal has been reviewed in full.

WANRack's network will be the last one the district ever needs, period.

Best regards,

2 Cunningham

Amy Cunningham Business Development amy.cunningham@wanrack.com 913.601.8738

## **EXECUTIVE SUMMARY**

WANRack has proposed four pricing options based on two term lengths, 10 years and 5 years.

Option 1 is for 10 years. This option assumes the district pays a total of \$100,012 in NRC toward construction costs. WANRack allows NRC to be amortized over four annual payments. The district would owe \$25,003 in NRC for the first four years of the contract. This would bring the MRC to \$307 per site for 1 - 100 Gbps . MRC drops on average 50% upon renewal.

Option 2 is also a 10 year term and assumes the district pays no upfront (NRC) and loads all costs into MRC. The district would pay \$516 per site monthly for the entirety of the contract for 1 - 100 Gbps. MRC drops on average 50% upon renewal.

Option 3 is for 5 years This option assumes the district pays a total of \$100,012 in NRC toward construction costs. WANRack allows NRC to be amortized over four annual payments. The district would owe \$25,003 in NRC for the first four years of the contract. This would bring the MRC to \$324 per site for 1 - 100 Gbps . MRC drops on average 50% upon renewal.

Option 4 is also a 5 year term and assumes the district pays no upfront (NRC) and loads all costs into MRC. The district would pay \$740 per site monthly for the entirety of the contract for 1 - 100 Gbps. MRC drops on average 50% upon renewal.

Options 1 and 3 take advantage of the special construction provision of the new E-Rate 2.0 rules. The larger upfront fee significantly reduces the MRC as you'll see on the pricing sheet. With our 50% price decrease upon renewal, WANRack offers excellent TCO for the district.

WANRack offers 1-100 Gig or beyond per site for the same price to all facilities through this proposal. WANRack will build up to 12 fibers to each site via dedicated home run fiber from the hub site. After lighting the first 2 fibers, another 10 fibers per site will be available for future upgrade or separation of services.

There will be no sharing of bandwidth or fiber with other customers on this Private Network design. Most Cable or ILEC offerings quote GigE but cannot guarantee the service as there are many other customers on this type of public network. They also grossly oversubscribe the network and do not provide equal or aggregate speeds at the Hub. With WANRack, the sum of the parts equal what's delivered at the Hub. If each of the four edge sites are set at 1 Gb, you will have 5 Gb delivered at the Hub. If each of the four edge sites are set at the Hub.

GBIC or SFP modules are included with the lit option. WANRack owns the modules. We provide one module and one spare for each edge site and the hub. When the district wants to increase bandwidth WANRack will supply new modules within 72 hours of the request. There will be NO increase in the monthly fee, or contract extension, for increased bandwidth. There will be no charge for module upgrades. The district can upgrade any or all sites at any time during the selected contract term.

### VALUE PROPOSITION

WANRack is offering unlimited future expandability through the use of 10 extra fibers per site. Initially, each site will have a 12-count fiber cable installed on both options. The first 2 fibers will be lit with either 1 Gig, or 10 Gig per site as part of this offering, based on the district's needs. In the event the district would like to segregate data and/or increase bandwidth in the future, this option exists for future expansion.

- 1-100 Gig or beyond per site with no increase in monthly price or contract renewal.
   Up to 12 Dedicated home run fibers from each edge site directly to you Hub. No stops in between like the cable and telephone company networks.
- 10 Extra fibers (lit option) for future expansion and segregation of data.
- Guarantee to be the best long-term option out there, period.

WANRack offers unprecedented control for its fiber WAN customers. WANRack will work with any WAN customer to determine what level of control the customer desires and then provide it. If desired, WANRack will allow the school district department of technology to have complete control of equipment (Layer 2), including configuration and provisioning.

Further, WANRack will provide network connectivity diagrams so that personnel may reconfigure if desired with verbal approval from WANRack. Flexibility and service are hallmarks for WANRack. If a more traditional level of control is needed WANRack will also be able to provide.

Security on a WANRack WAN is far superior to traditional "managed" networks since WANRack WANs operate on dedicated fiber optic strands. Access to these fiber strands only occur in the district facilities. There is no central office or other location to transmit through and no other customers will share these fiber strands. WANRack's proposed solution also offers a higher level of reliability than traditional services for the same reasons.

### PRICING

WANRack has provided pricing in the enclosed cost sheet. An upfront "special construction" charge is listed, which buys down the monthly/yearly lease. WANRack will allow the district to pay their post E-Rate portion of this charge over 4 years.

Most of WANRack's current school district WAN customers have opted for the 10-year agreement due to the lowered monthly payment and hedging of E-Rate reimbursement.

WANRack can also offer the district additional upfront options to further reduce the MRC. As the combination here is limitless, we encourage the district to work with WANRack to determine additional NRC amounts that best suit the district's needs.

## WANRACK VS. COMPETITORS

#### Why does WANRack offer a longer term like a 10 year and the competitor only offers a 3 or 5 year?

WANRack's price drops after the first 5 years and even more so after the 10-year term, while competitors renew the contract endlessly. What appears to be a Ford turns into a Mercedes over time as their appearance of "lower price" quickly turns into a much more expensive project over time. Take a 20-year comparison and you'll quickly see who has the best pricing alternative. Our guarantee is to be the best long-term option out there, period.

#### Why is WANRack's offering offer so much more bandwidth?

WANRack's build includes up to 12 fibers per site home run to the Hub. This means NO oversubscription or sharing. Incumbent providers cannot offer this flexibility or speeds since their older networks VLAN traffic. As a result, their hands are tied, and they cannot provide one to one offerings. They would have to overbuild their network to compete, apples to apples. Please review our video on this link.

### WANRack vs. Competitors

#### Why will the competitor not show me a map of where they plan on building the network but WANRack will?

Competitors hope to win a contract and then haggle for existing fiber and/or duct in town to improve their economics. WANRack always builds their own networks because they are fiber intensive and no other provider could possibly source it. WANRack feels it is very important to demonstrate the home run fiber paths and layout of the network upfront. We work ahead of time with the City permitting department to identify cost savings upfront and share in all information gathering. Our WANs are "effectively" the district's network without sharing of bandwidth or fiber. Why not show the customer under the hood to see what they're paying for?

#### WANRack offers access to extra fiber. Why can I not get this with the competitor?

Our competitors don't have the extra fibers. Even if they did, the competitor knows they will be able to charge more down the road when inevitably you need more bandwidth. They loss-lead with the appearance of a better price now, to get the deal. You pay later with endless renewals and price increases when additional bandwidth is needed. WANRack offers additional fibers allowing you to increase bandwidth at will and endlessly.

We look forward to making oral presentations to the selection committee and diving into the details of our robust solution. We are confident the district will see our solution as the best and most flexible long-term solution

Capability	Private Network	Public Network
Sum of the parts equals what is delivered at the hub.	0	×
<ul><li>Unlimited bandwidth for a price that will drop over time.</li><li>Cost Predictability</li></ul>	Ø	$\otimes$
<ul><li>Dedicated bandwidth with no oversubscription</li><li>10 Spare Dark Fibers With Lit Options</li></ul>	S	$\otimes$
<ul><li>Upgrade circuits without involving provider</li><li>Easily Swap SFPs And No Change Within 72 Hours</li></ul>	Ø	×
Simple to troubleshoot with minimal points of failure <ul> <li>No MPLS</li> </ul>	Ø	$\bigotimes$
Significant cost reduction after 120 months.	0	×
Layer II or Layer III- you have control v. your provider • Reconfigure On The Fly	Ø	$\bigotimes$

## Scope of Work

## ELECTRONICS

#### Lit Leased Service

- WANRack is offering the district a lit leased service with speeds between 1-100 gig and beyond per location for the same price. There will be 4 point to point connections back to the Hub via 12 dedicated, unshared fibers per site with NO oversubscription anywhere in the WAN.
- Whenever speeds to each site are increased WANRack will NOT increase the monthly fee or renew the contract.
- WANRack will own and install SFP or GBIC modules at each edge site to light the fiber. WANRack will also stock spare modules at the district Hub for emergency back-up.

### **FIBER**

WANRack will provide single mode fiber optic cable (SMF-28e). Up to a 12-count cable will be used for each building entry of off the main (higher count) backbone fiber cable. There will be up to 12 fibers terminated into the MDF at each location. Two fibers will be for the lit leased service. The other 10 will be for rollover spares dedicated to the district for maintenance, testing, and future growth. The price of a 12-count fiber is cheaper than a customer 2-count fiber so the district gets the extra 10 by default.

Preliminary routes have already been driven out and initial engineering completed. There are approximately 5.11 miles of construction to connect all 5 sites. Approximately 40% of the routes are planned for aerial while 60% will be underground. Routes are subject to change with no impact in cost to Hillsboro ISD based on operational needs after final route engineering is completed.

WANRack executive management has extensive experience working with utilities to place fiber both in Rights of Way (ROW) and on existing poles. WANRack also has extensive experience implementing pole attachment agreements with power & communications companies.

### **BUILDING ENTRIES**

WANRack will utilize any building entry conduits that Hillsboro ISD has in place where available and will construct new conduit into the facility that will be physically located with other utilities and communications entries to the extent possible. WANRack building entries are made with plenum rated cable or with standard fiber in EMT conduit to comply with National Electric Code guidelines. WANRack will coordinate with the district to include performing work after hours, weekends, and holidays inside buildings as needed to avoid disruption of classroom instruction.

# How does WANRack Meet Your District's Needs?

- All WANRack's connections between locations WILL be provided over dedicated fiber and will NOT be delivered using any electronics that service other customers
- The design and final delivery of services will NOT utilize any oversubscription between the school campuses and the network backbone/core sites.
- Modules have been included in this bid to light the fiber and qualify WANRack's solution as a lit leased service under USAC's Category 1 service.
- Any future modules needed to upgrade to a higher-level service will be delivered by WANRack at district's request.
- The design of this network will consist of at least 10 extra fibers per location to be utilized for maintenance, testing, and future growth.
- The warranty for any of the equipment supplied by WANRack will last throughout the life of the contract. WANRack is supplying a lit leased service which means the turn-key solution is fully warranted for the term of the contract.
- The policy for accomplishing any maintenance to the network is described in further detail below under the section labeled "Maintenance".
- The project will be completed and tested by June 30, 2019.
- WANRack will assign a designated Project Manager during the entire course of the Hillsboro ISD WAN project.
- WANRack is an eligible E-Rate vendor. **Our SPIN is 143037316.**
- We have maintained E-Rate green light status since first coming into the program.
- WANRack will take care of all locates throughout the entire WAN during the life of the contract. These costs are included as part of our turn-key solution.
- Our response time is less than 3 hours to any outage. Our NOC services are 24x7 with guaranteed SLA uptime.

## Timeline

The MRC billing will start July 1, 2019 or upon completion of the network based on the agreed upon timeline. WANRack intends to have all locations tested and operational prior to acceptance by the district.

Subsequent to contract award, the WANRack Project Manager will meet with a district representative to determine where the greatest needs for the district exist with respect to the Edge site. WANRack will endeavor to provide service to these locations first with the understanding that some locations may require significant construction to reach. Specific timing milestones will be developed, and periodic meetings will be arranged. WANRack prefers to have weekly meetings with the district representative(s) after construction has begun to facilitate a smooth transition to the new WAN system. These meetings often include the WANRack Project Manager, the District Network Services Manager, the District "Facilities" representative and others from the district.

Once permitting is received, WANRack will begin physical construction of the project. As further permits come in, WANRack will coordinate additional builds and plan for further stages. When each edge site is completed, our inside plant team will coordinate the install of modules into the district provided switches for the lit option. Our solution is a full turn-key offering. We supply the mounting hardware, jumpers, and all needed items to seamlessly connect the completed WAN within the district's LAN. We believe the district will feel our solution and execution is very impressive.

Once each stage of the project is completed, the district will be able to independently test and accept the network. WANRack will not bill for any portion of the solution until the district accepts each stage. This way, the district can be assured the network is working as designed and specified.

## **PROJECT BUILD PLAN**

Securing access for WANRack to utilize the ROW from the city and county (if needed) is the first step for field engineering process. This process will take approximately 4-8 weeks depending on the requirements of each individual entity. If there are no significant impediments to WANRack obtaining the ROW agreements, most entities will provide their process for obtaining permits and any ordinances related to their requirements for outside plant construction before the agreement is finalized.

Additionally, WANRack will have to obtain pole attachment agreements to attach to poles that will be utilized in the fiber deployment plan. These agreements include a section outlining Make Ready requirements for attaching to the poles. A secondary pole attachment agreement with the local phone service provider may be required in some areas. If not, a contract for Make Ready services may be required. Generally, it is not required to have a pole attachment agreement with a CATV company, but there may be a need to a have a contract for Make Ready services.

WANRack will proceed with the field engineering and design process when the OSP requirements have been obtained from the city, county, and pole owners. This process will include obtaining all the information regarding distance, location, running line, proposed vault placement, locations of streets, driveways, sidewalks, and any significant obstructions for the underground construction.

## **PROJECT BUILD PLAN Continued...**

Aerial construction will require all the information regarding distance, location, running line, locations of the poles with measurements taken to determine the attachment height of existing utilities, the proposed WANRack attachment height and noting any Make Ready work that will need to be completed to enable WANRack to attach to the pole. Measurements will be taken at streets and driveways to ensure WANRack's facilities comply with NESC and any local ordinances in place.

When the field engineering information is gathered and processed by the engineering company, the fiber design, bill of materials, and splicing documentation drawings will be prepared and submitted to the customer for review and sign off.

After the customer has signed off on the design plan for the OSP fiber network, the materials will be ordered and delivered to WANRack at a staging site located in the project area. WANRack's suppliers indicate that delivery times are in the normal 3-4 week timeframe and do not anticipate any significant delays for the foreseeable future.

WANRack will submit applications for permits to the city and county when required; concurrently WANRack will submit pole attachment applications to the pole owners. Part of the pole application process for aerial construction work includes the Make Ready review, engineering, and performance phases. Depending on the required work, any of the previously attached utility owners may be called upon to do some level of rearrangement work at various locations to ensure WANRack's facilities will be in compliance with the NESC and local ordinances.

The Make Ready process can take from 30 to 180 days depending on the willingness of the attached utilities to perform the work in a timely manner. WANRack's executive management has been very successful in obtaining temporary attachment work-around privileges on poles with non-life threatening infractions during the Make Ready performance phase, but some utilities do not allow work-around solutions to be utilized and WANRack may be required to wait until all of the Make Ready work is completed.

When permits have been issued by the various permitting entities the Underground OSP, Aerial OSP, and building entrance work will commence. The aerial, underground, and building entrance work may be performed either concurrently or independently due to the complexity of the project and/ or various site conditions. When the OSP infrastructure has been completed the Fiber, cable will be installed. The fiber cable will then be spliced and tested. The end p12oint user equipment will be installed and tested back to the core site (Hub) and from core site (Hub) to the Edge site location to ensure the integrity and ability of the completed fiber link to deliver the intended services.

### MAINTENANCE

Maintenance schedules are developed based on the complexity of the network and associated equipment.

The problem resolution procedures are developed specifically for each individual customer based on the Level of Service requirements as agreed to in the contract.

Outside plant failures are treated on an individual case basis due to the complexity and multiple non-WANRack controlled factors (storms, pole damage, cable cuts, accidents) there is no simple method to resolution for all situations. WANRack recognizes this situation and will enter into repair and maintenance contracts with Outside Plant ("OSP") contractors in the local area with a 3-hour response time incorporated into the contracts. WANRack's availability of WAN services to customers will exceed 99.99% up time.

## MAINTENANCE Continued...

As this is a full turn-key solution, sites will be turned up and replace existing services on a per site basis once the Hub locations are operational and all OTDR testing and equipment operational abilities have been performed. A cut over time will be established with the district for each site as they come online. WANRack's turn up time, once advance work has been completed, is literally minutes as WANRack removes the current WAN to LAN connection and replaces it with the new WAN connection and jumper. WANRack will work with the district to minimize interruption with normal school hours and to perform this work after hours or on weekends if so desired by the district.

In summary, WANRack feels we are the best positioned to deliver this Fiber WAN, with a long-term solution, in a wellexecuted way. Our experience and core focus is delivering like solutions in this specific market place. At WANRack, we are project management, private fiber WAN, and E-Rate experts. Our team is made up of veterans with extensive experience building WANs and working through the complexities of the E-Rate process. WANRack's goal on every project is to under promise and over deliver. We look forward to presenting further details of our proposal orally to the district. Thanks again for the opportunity

# **Quality of Goods and Services**

WANRack has summarized our qualifications below. Additionally, WANRack has included a sample building entry engineering packet from one sample site of an existing customer. For your district, WANRack would provide one of these for each facility. This allows our customers to know exactly where WANRack is going to do the work in advance and where the network cables are located for future reference. Additionally, WANRack would supply all AS-Build CAD drawings to your district upon OSP completion.

### **QUALIFICATION OF FIRM**

Headquartered in the Kansas City metro area, WANRack's executive management has been providing K-12 Private Fiber WANs since 2005. WANRack currently provides private fiber WANs to school districts under category 1 funding of E-Rate. WANRack is privately held and backed by private equity firm, Grain Management.

Specific to this project, WANRack executive management sold and installed the Dallas Independent School District (DISD) project with many of the same participants. DISD can confirm our team member's participation and closing of this sale.

WANRack's private networks typically involve providing fiber connectivity between multiple facility locations under long-term lease agreements. WANRack works closely with each customer to design and build wide-area network solutions to best meet their individual needs, providing networks with unmatched flexibility, scalability, security, and control. WANRack has significant experience with federal E-Rate program guidelines. Their executive management has a proven history of successful completion of fiber optic construction projects, including a long list of around 165 satisfied school district customers.

### **QUALIFICATION OF STAFF**

The following is a summary of each discipline within WANRACK which will be responsible for the execution of your district project.

WANRack's staff has vast experience building fiber WANs coming from several disciplines. WANRack's executive management has been building fiber WAN's since 2005, specifically for K-12 customers, and has built over 165 private networks for districts across 23 states. The original owners came from the utility industry and have experience working in the ROW space from engineering to acquisitions.

Our outside plant team has extensive prior experience developing their skill sets with large telecom companies prior to joining the WANRack team. All have overseen significant large-scale builds for customers and imbedded network plant totaling thousands of miles across the Midwest. The VP's of Outside Plant have responsibility for all aspects of the construction and maintenance of current and future builds. Their knowledge of the inner workings of the engineering process, permitting, and ROW negotiations, provides WANRack with many intangibles translating into consistent on-time deliverables and long term satisfied customers.

The sales team is led by our founder, Rob Oyler. He has extensive K-12 WAN experience as well as intimate knowledge of the E-Rate program. Mr. Oyler has been in this space for 24 years selling fiber WANs to wireless companies such as Verizon, Sprint, AT&T, and T-Mobile. He also has been very successful selling WANs in the K-12 space for the last 12 years and has been very involved in the E-Rate process. His success has been in large part due to WANRACK's unique value proposition and experience in the education space. For your district, you can be assured their E-Rate qualification and paperwork is being handled by a very competent team of professionals working proactively to ensure continued eligibility.

# Industry Knowledge and Experience

WANRack's executive management, as noted above, has been building private fiber WANs for K-12 customers since 2005. Our robust staff has vast past experience delivering E-Rate eligible projects for over 165 individual turn-key projects to date. WANRack's unique approach to designing the network and delivering a turn-key solution is what sets us apart from other options. Bottom line, a WANRack delivered solution is second to none.

At the end of the day we believe your district will find WANRack to be a very capable and experienced team with the know how to execute a disciplined and timely build from the ground breaking to turn up and beyond. Building fiber WANs for K-12 clients is our core competency and main focus. Other companies cannot make this claim. It is this single goal that will ensure the success of your district network.

## **BUILD PLAN**

#### Team

This project will have a designated team throughout the build phase. Sherrie Lynn will be the Project Manager. Sean Brown and Steve Wilson will be the Construction VPs the entire length of the project build. Sherrie will be your day-today point of contact with a view into every step and aspect of this project. Sean Brown & Steve Wilson will oversee "feet on the ground" locally and coordinate all contractors used on the job. Sean will also be submitting all permitting and meeting with local rights of way (ROW) owners as the project leaves the engineering phase and enters into the construction phase.

WANRack simultaneously builds 18-30 projects per year across the nation and has teams assigned to each project. We encourage you to reach out to our references to understand how their projects were managed and maintained after completion. We have provided over 10 references and can provide more.

#### Engineering

WANRack will be sending out a Request for Quote to at least 3 Outside Plant Field engineering and design firms. This will be for a best and final quote to provide the Engineering Design. WANRack only uses proven, experienced, design engineering firms. As an example, WANRack has recently contracted MTC, based in Denver, Colorado, to engineer and permit a recent project in Phoenix, AZ. A company like MTC, an engineering firm with over 25 years in telecommunications design work, would be responsible for 100% of engineering and permitting, with WANRack's direction.

#### **Outside Plant Construction**

WANRack will also be sending out a Request for Quote for Aerial and Underground Outside Plant construction services to multiple contractors throughout the local area. WANRack has a large contingency of contractors that it can draw upon from previous relationships and successfully completed projects. WANRack anticipates no difficulty in obtaining a sufficient number of qualified contractors to help complete this project on time. The sub-contractor WANRack chooses will be responsible for all installations of conduit, fiber, and building entries, with WANRack's direction. Said contractor will also be responsible for all fiber termination, again under WANRack's direction and coordination with your district.

WANRack has recently contracted LanTel, located in the Midwest. LanTel was founded by a management team experienced in fiber, copper, and CATV installations from start to completion. LanTel recently completed WANRack projects in Missouri, Indiana, Ohio, and Arizona. LanTel completed all phases of the project from placement to splicing to final testing.

WANRack has also contracted Wyco, a nationwide design, consulting, and installation construction company on various WANRack projects. Wyco has corporate offices nationwide. Wyco has previously completed fiber systems under the direction of several WANRack staff in Dallas, Denver, Colorado and Seattle, Washington. Wyco performed all phases of construction from boring, aerial to splicing and final testing.

### PRIVATE NETWORK PRICING SUMMARY

#### **Option 1: 10 year with Special Construction**

Pricing & Savings Summa	Per Site		All Sites		
(1 GBPS - 100 GBPS) + Dark Fib	(1 GBPS - 100 GBPS) + Dark Fiber			Install Cost	Monthly
Pre-Discount Charges		100,012	1,536	500,060	7,678
USAC Discount	80%	80,010	1,228	400,048	6,142
Net District Charges	20,002	307	100,012	1,536	

\*\*Install cost over 4 annual payments

5,001

25,003

#### **Option 2: 10 year All Monthly Recurring**

Pricing & Savings Summa	Per S	Site	All Sites		
(1 GBPS - 100 GBPS) + Dark Fib	Install Cost	Monthly	Install Cost	Monthly	
Pre-Discount Charges		0	2,578	0	12,891
USAC Discount	80%	0	2,063	0	10,313
Net District Charges	0	516	0	2,578	

#### **Option 3: 5 year with Special Construction**

Pricing & Savings Summa	Per S	Site	A	ll Sites	
(1 GBPS - 100 GBPS) + Dark Fib	Install Cost	Monthly	Install Cost	Monthly	
Pre-Discount Charges		100,012	1,622	500,060	8,109
USAC Discount	USAC Discount 80%		1,297	400,048	6,487
Net District Charges		20,002	324	100,012	1,622

\*\*Install cost over 4 annual payments

5,001

25,003

#### **Option 4:5 Year All Monthly Recurring**

Pricing & Savings Summa	Per Site		All Sites		
(1 GBPS - 100 GBPS) + Dark Fib	Install Cost	Monthly	Install Cost	Monthly	
Pre-Discount Charges		0	3,702	0	18,510
USAC Discount 80%		0	2,962	0	14,808
Net District Charges	0	740	0	3,702	

#### **PIA REVIEW QUESTIONS:**

### WANRack has answered these questions as an example for your reference. We will assist the District with any E-Rate questions thru the process.

#### Question(s)

*Please answer* **all** *the following questions and/or provide the documentation requested. For all documentation attached please identify which question it corresponds to.* 

<ul> <li>FRN XXX please indicate the total number of fiber strands that will nstalled at the time of construction.</li> <li>e 1: By "total number of fiber strands," we mean the total number trands installed as part of the special construction build, spective of whether the strands: (a) will be lit for the applicant's or a potential other purpose; (b) will be lit this funding year or a are funding year; (c) have been cost-allocated out of the funding uest; or (d) were not included in the one-time charges quoted to applicant for the special construction project in the first instance.</li> <li>e 2: If you do not have access to this information, please contact r service provider to request it.</li> <li>SELF-PROVISIONED NETWORK FRNS ONLY Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.</li> <li>Will the applicant be the sole owner of all of the fiber</li> </ul>	84, 12 per edge site
trands installed as part of the special construction build, spective of whether the strands: (a) will be lit for the applicant's or a potential other purpose; (b) will be lit this funding year or a are funding year; (c) have been cost-allocated out of the funding uest; or (d) were not included in the one-time charges quoted to applicant for the special construction project in the first instance. e 2: If you do not have access to this information, please contact r service provider to request it. SELF-PROVISIONED NETWORK FRNS ONLY Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.	84, 12 per edge site
r service provider to request it. <b>SELF-PROVISIONED NETWORK FRNs ONLY</b> Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.	
<b>SELF-PROVISIONED NETWORK FRNs ONLY</b> Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.	
<ul> <li>Whit the applicant be the sole owner of an of the hold identified in response to Question 1 and all of the components comprising the self-provisioned network (e.g., all outside plant)?</li> <li>Note: For the purpose of the questions in this document, "applicant" refers to an applicant's eligible schools and/or libraries. It does not apply to members of a consortium that are ineligible for E-rate support.</li> <li>If yes, proceed to Question 2.</li> <li>If no, proceed to Question 1(b).</li> </ul>	☐ Yes ☐ No N/A
SELF-PROVISIONED NETWORK FRNs ONLY Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question. Please identify any additional party(ies) that will own fiber strands and/or other components (e.g., outside plant) of the contemplated network? If the service provider will own the fiber stands and/or other components, name the service provider	N/A
	<ul> <li>are ineligible for E-rate support.</li> <li>If yes, proceed to Question 2.</li> <li>If no, proceed to Question 1(b).</li> <li>SELF-PROVISIONED NETWORK FRNS ONLY</li> <li>Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.</li> <li>Please identify any additional party(ies) that will own fiber strands and/or other components (e.g., outside plant) of the contemplated network? If the service provider will own</li> </ul>

1(c)	SELF-PROVISIONED NETWORK FRNs ONLY	
	Applicants seeking support for leased lit fiber or leased dark	
	fiber special construction do not need to answer this	
	question.	
		N/A
	Please provide documentation substantiating the	,
	information provided in response to Questions 1(a)-(b).	
	Duranted to Quantien 2	
	Proceed to Question 2.	
	tal number of strands identified in response to Question 1,	All 84. 14 will be lit during this
	y of the strands will be installed for the applicant's exclusive	funding year.
use <u>and</u> v	vill be lit within this funding year?	runung year.
2(a)	How many recipients of service will be served by the	
	strands identified in response to Question 2?	
		The school district is the only
	Note: Please state whether multiple recipients of service	recipient of service.
		recipient of service.
	are located in one building and will be served by the same	
	set of fiber strands.	
2(b)	What will be lit date for the fiber strands identified in	
	response to Question 2 (if different segments of the build	
	will be lit at different times prior to June 30, provide the	Unknown Donordont on FCDI
	latest lit date)?	_Unknown. Dependent on FCDL_
		<ul> <li>If the date entered above is on</li> </ul>
	If the lit date is currently unknown, please state "unknown,"	<u>or before June 30, 2018,</u>
		proceed to Question 3.
	and proceed to Question 3. Note that you will be asked to	• If the date entered above is
	demonstrate compliance with the obligation to light the	after June 30, 2018, proceed to
	fiber by the end of the funding year (i.e., June 30), when	Question 2(c).
	invoices for this FRN are submitted to USAC for	
	reimbursement.	
2(c)	If the lit date entered in Question 2(b) is after June 30,	
	2018, do you contend that special construction has been	☐ Yes
	unavoidably delayed due to weather or other reasons?	
	anatolidably delayed due to weather of other reasons:	No
	If you procood to Question 2/d)	
	If yes, proceed to Question 2(d).	
		N/A (lit date on or before June
	If no, proceed to Question 3.	30, 2018).
2(d)	Applicants may request a one-year extension of the	
	deadline to complete special construction and light the fiber	
	if they demonstrate that special construction has been	
	unavoidably delayed due to weather or other reasons.	
	Please provide an explanation of the unavoidable delay that	
	is preventing special construction from being completed in	
	time to light the fiber by the end of the funding year (i.e.,	
	June 30). Please include a description of any intervening	
	events (e.g., an unusual weather events), relevant facts	
	about the complexity of the fiber build, and any other	

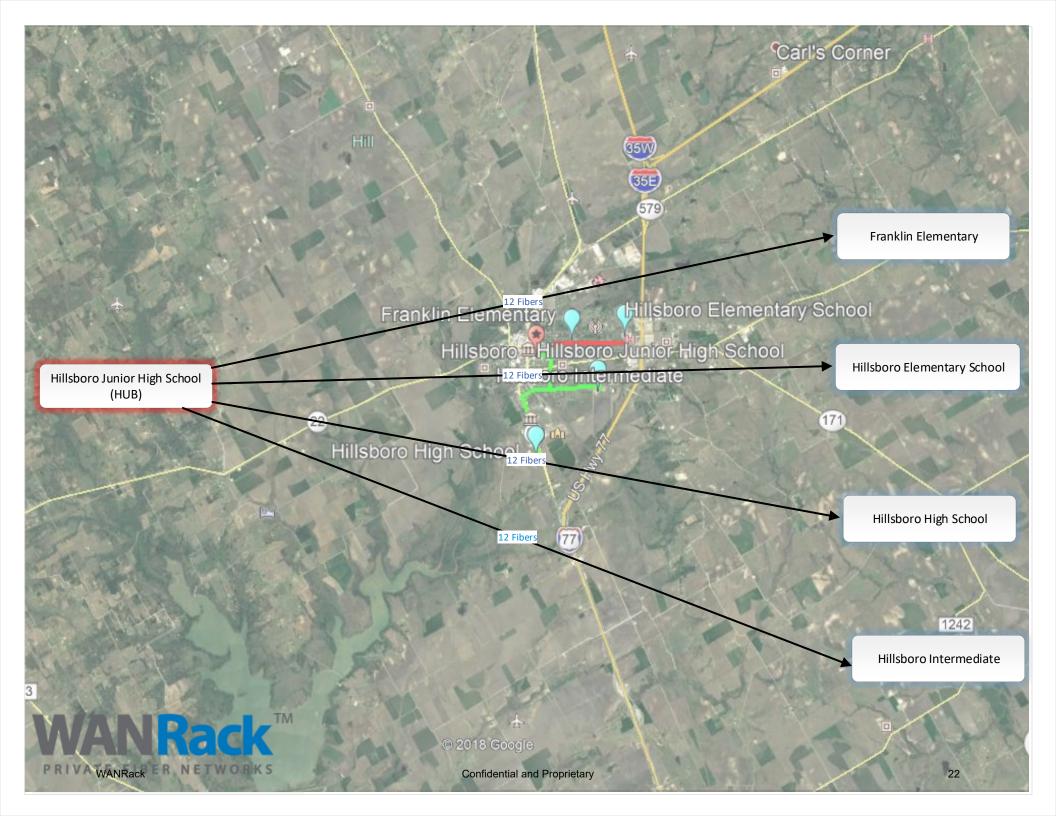
	1		[
		Then proceed to Question 3.	
3	Enter the	total number of remaining strands here [Answer to Q1 –	
	Answer to	Q2 = Answer to Q3] ("Excess Fiber Strands").	
			70
	If the resp	onse to this question is zero (0), you may disregard the	70
	remaining	questions in this document. Otherwise, proceed to	
	Question		
4	Will ALL o	f the Excess Fiber Strands installed in your project be	
		y for the applicant's exclusive future use (e.g., anticipated	
		bandwidth requirements or future expansion)?	
	growthin	bandwidth requirements of rature expansion/	🖂 Yes 🔄 No
	If yes pro	ceed to Question 4(a).	
		ceed to Question 4(a).	
		Will all of the Excess Fiber Strands installed for the	
	• •		
		applicant's exclusive future use remain dormant (dark) until	
		lit for the applicant's exclusive use during a future funding	
		year (i.e., no other party will use the Excess Fiber Strands	
		between the time they are installed and the time the	🖾 Yes 🗌 No
		applicant is ready to use them in the future)?	
		If yes, proceed to Question 4(b).	
		If no, proceed to Question 7.	
	4(b)	Have the Excess Fiber Strands been cost-allocated out of	
		the special construction FRN?	
			🗌 Yes 🔀 No
		If yes, proceed to Question 4(c).	
		If no, proceed to Question 5.	
	4(c)	Please state the amount cost-allocated out of the special	
		construction FRN and provide documents showing the basis	
		for the cost-allocation. If your documents do not delineate	
		specific costs of fiber installation, explain the tangible basis	
		for the cost-allocation provided. Please contact the service	
		provider for any additional information required to respond	21/2
		to this question.	N/A
		After doing so, you may disregard the remaining questions	
		in this document. You may be contacted in a separate	
		communication regarding your responses to these	
		questions.	
5	An applica	ant may install Excess Fiber Strands that will not be lit within	No amount was cost allocated
		funding year as the funding request if: (i) the strands are	because the 12-strand fiber cable
		exclusively for the applicant's future bandwidth needs; and	actually costs less than a 2-strand
		ands will remain dormant until lit for the applicant's	cable. Therefore, the cost to E-Rate
		future use. The cost of such Excess Fiber Strands must be	would be higher as well. It's simply
		out of the relevant special construction FRN. Remaining	more cost effective to run 12
		nstruction charges do not have to be cost-allocated.	strands, even if 10 remain unlit.
	NRack	Confidential and Proprietary	17
VVA		Connucilial and Fioplicialy	11

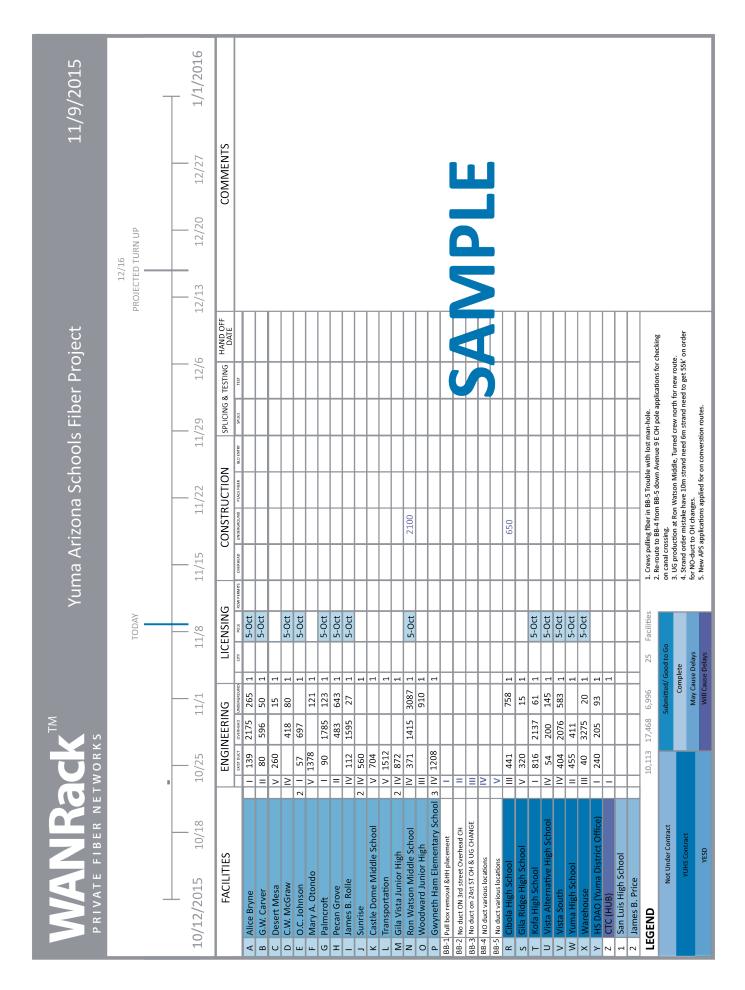
F	Because t	he above-referenced cost-allocation was not included in	
y k	/our fund be adjuste 5(a)-(c). T	ing request, the amount of the funding request will need to ed. Please provide the information requested by Questions f you do not have the information requested in Questions ontact the service provider to obtain it.	
r s	emaining	viding the requested information, you may disregard the g questions in this document. You may be contacted in a communication regarding your responses to these	
5		Please provide the specific cost of the Excess Fiber Strands that: (i) will not be lit this funding year; (ii) are being installed for the applicant's exclusive future use; and (iii) will remain dormant until lit for the applicant.	Each site will use 2 of 12 fibers. The cost of a 12 count is \$.25/foot and around 40,000 feet are needed for this project. The cost of a 2 count is prohibitively expensive as the minimum order for a special order 2 count is 50,000 feet and the cost per foot is \$.27 minimum. See attached invoice and read note at bottom of invoice.
5		Please provide the documentation identifying the cost of the Excess Fiber Strands stated in response to Question 5(a).	We have provided an invoice showing the cost of the actual 12 count and a note demonstrating a 2 count is excessive in price to the 12 count which is a commodity cable.
5		If your documentation does not delineate the cost of the Excess Fiber Strands, please provide the tangible basis for the cost identified in response to Question 5(a) above.	The invoice shows 12 count at \$.025/ the invoice to see the minimum orde
y v c c t	your proje will not be Will the E constructi count tha year has b	stated that Excess Fiber Strands will be installed as part of ect. You have also indicated that the Excess Fiber Strands e installed for the exclusive future use of the applicant excess Fiber Strands be installed as part of the special ion project <u>solely</u> because using a cable with a higher strand n what will be lit for the applicant's use within this funding been deemed to be more cost effective than installing just er of strands that will be lit for the applicant's use within ng year?	X Yes 🗌 No
		ceed to Question 6(a). ceed to Question 7.	
			See our answers above in 5, 5a, 5b, 5c. The 12 count is clearly cheaper than 2 count after our exhaustive research. 18

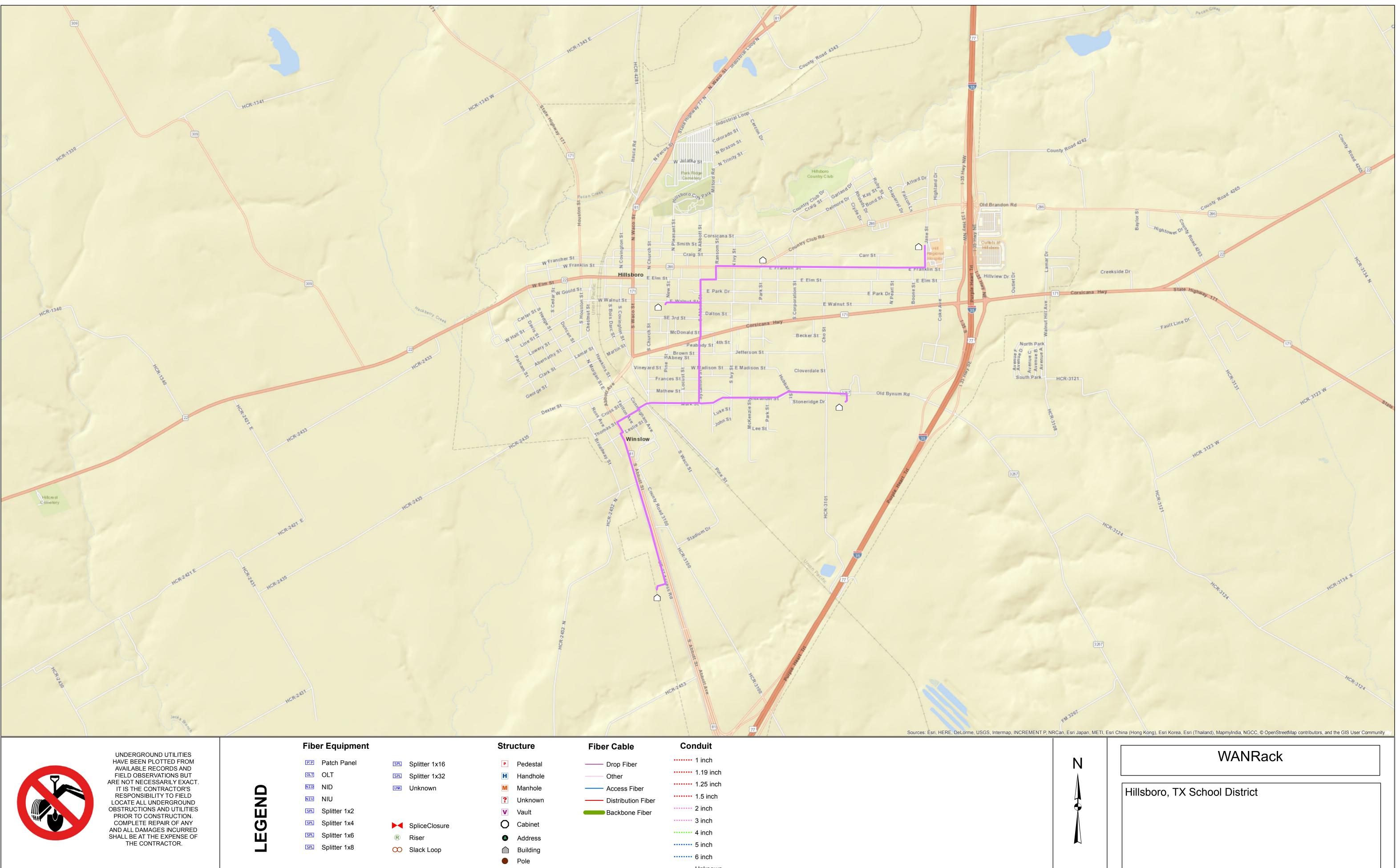
	documentation.	
	Proceed to Question 6(b).	
6(b)	Will all of the Excess Fiber Strands remain dormant (dark) unless lit for the applicant's exclusive use during a future funding year (i.e., no other party will use the Excess Fiber Strands until used exclusively by the applicant in the future)?	
	If yes, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions. If no, proceed to Question 7.	🔀 Yes 🗌 No
	Note: Please answer Question 6(b) irrespective of whether the Excess Fiber Strands: (a) would be lit this funding year or a future year by the applicant or any entity other than the applicant; (b) have been cost-allocated out of the funding request; or (c) were not included in the one-time charges quoted to the applicant for the special construction project and stated in the FRN.	
of your The exc The exc fib The ins ap cos ap cos	ave indicated that Excess Fiber Strands will be installed as part r project. You have also indicated that either: e Excess Fiber Strands will not be installed for the applicant's clusive future use; e Excess Fiber Strands will be installed for the applicant's clusive future use, but will not remain dormant (dark) until the er is used by the applicant in a future year; e Excess Fiber Strands will not be installed solely because stallation of a higher strand count than what will be lit for the plicant's use this funding year has been deemed to be the most st-effective option; or e Excess Fiber Strands will be installed solely because stallation of a higher strand count than what will be lit for the plicant's use this funding year has been deemed to be the most st-effective option; or e Excess Fiber Strands will be installed solely because stallation of a higher strand count than what will be lit for the plicant's use this funding year has been deemed to be the most st-effective option, but the Excess Fiber Strands will not remain rmant (dark) until they are used by the applicant in a future ar.	N/A
Note: A wheth a futur or (c) v	provide the information requested by Questions 7(a)-(d). Answers to these questions are required irrespective of er the Excess Fiber Strands: (a) would be lit this funding year or re year; (b) have been cost-allocated out of the funding request; were not included in the one-time charges quoted to the ant for the special construction project and stated in the FRN.	
WANRack	Confidential and Proprietary	19

	1		
	7(a)	What other party is planning to use the Excess Fiber Strands? If multiple parties plan to use the Excess Fiber Strands, please identify all of them. If the fiber provider intends to use the Excess Fiber Strands to serve other	
		customers, name the fiber provider.	
		<b>Note</b> : This question does not seek information about the ultimate end-users of fiber strands. For example, if a leased lit fiber or leased dark fiber provider intends to use the	N/A
		Excess Fiber Strands to serve other customers, the answer to this question would be the name of the service provider. If a municipality plans to use Excess Fiber Strands installed as part of a self-provisioned network to serve other	
		community institutions, the answer to this question would be the name of the municipal entity.	
	7(b)	On what date does the other party plan to start using the Excess Fiber Strands? If multiple parties plan to use the Excess Fiber Strands, please identify the dates that each	
		party plans to start using them. If the lit date for the Excess Fiber Strands is unknown, please state "unknown."	N/A
	7(c)	Is the applicant receiving any compensation in exchange for the planned use of the Excess Fiber Strands by another party (e.g., is the applicant being paid a fee, receiving a gift, receiving services/products in trade, or otherwise being	N1/A
		compensated for use of the Excess Fiber Strands)? If so, please describe the compensation that the applicant will receive.	N/A
	7(d)	Please provide any documents pertaining to the information provided in response to Questions 7(a)-(c). If you do not know the answers to one or more of the questions above, please contact the service provider to obtain them.	N/A
		Proceed to Question 8.	
		ovide the specific cost of installing the Excess Fiber Strands another party as described in Question 7. Your response	
	should ind and any a addition d	clude the both costs of the Excess Fiber Strands themselves dditional special construction charges incurred due to the of the Excess Fiber Strands to the build (i.e., beyond what necessary if only the fiber strands that will be lit for the	N/A
		s use within this funding year were installed).	
	8(a)	Please provide documentation substantiating the costs identified in response to Question 8. If you do not have such documents, please contact the service provider.	N/A
WA	NRack	Confidential and Proprietary	20

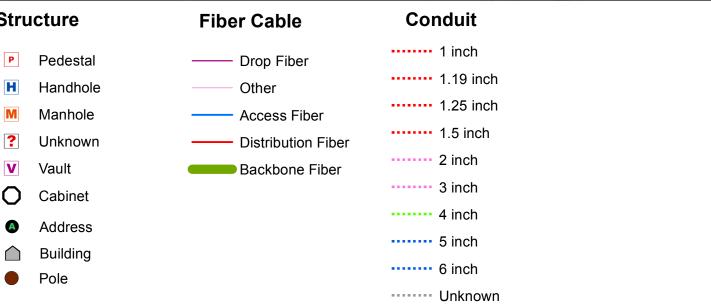
		Then proceed to Question 9.	
	8(b)	If you are unable to provide the documentation requested by Question 8(a), please explain the tangible basis for the costs you have identified in response to Question 8. Then proceed to Question 9.	N/A
9	identifie	e costs that you identified in response to Question 8 been d in your special construction FRN as ineligible costs allocated e funding request?	🗌 Yes 🗌 No N/A







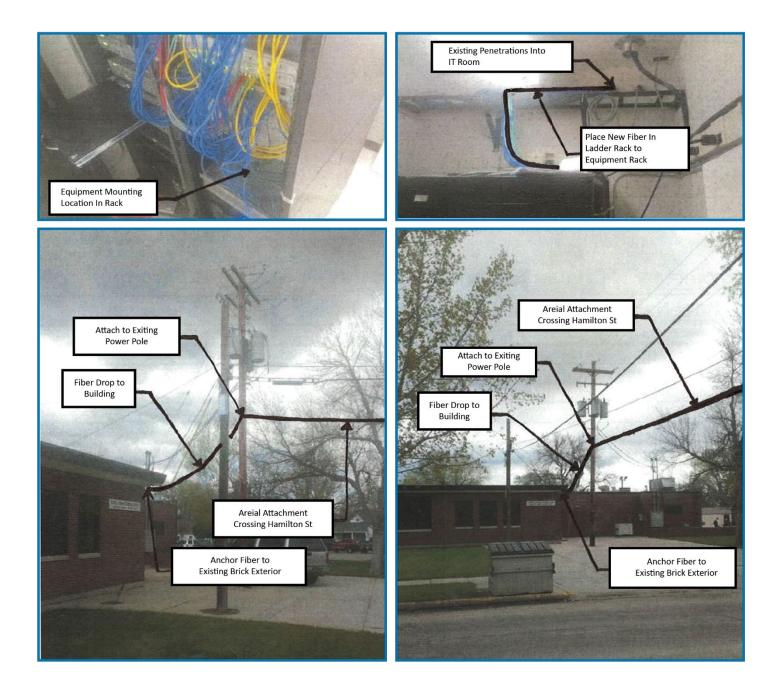


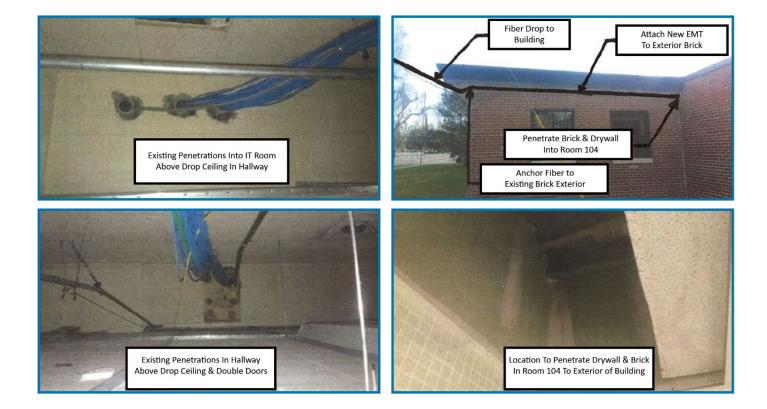


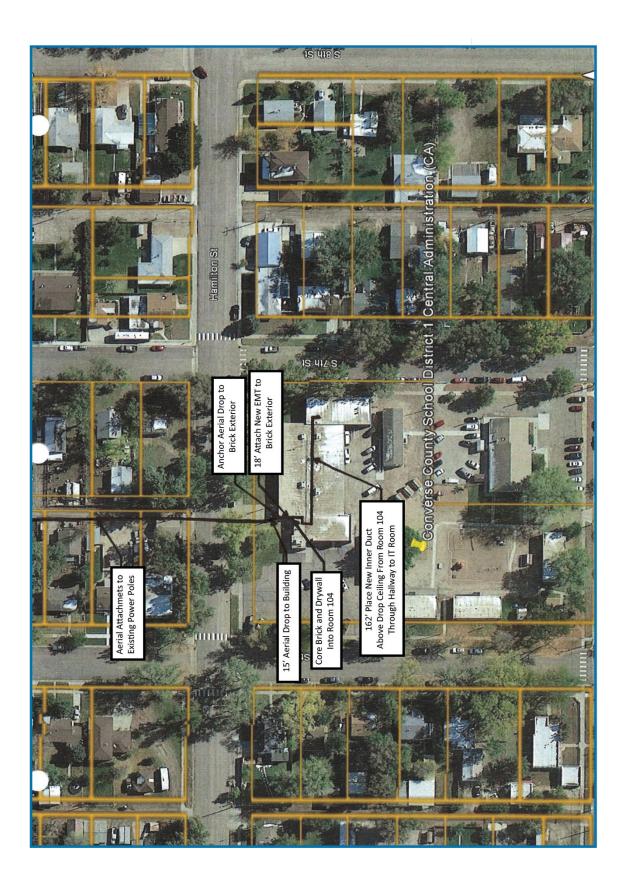
### PRI'

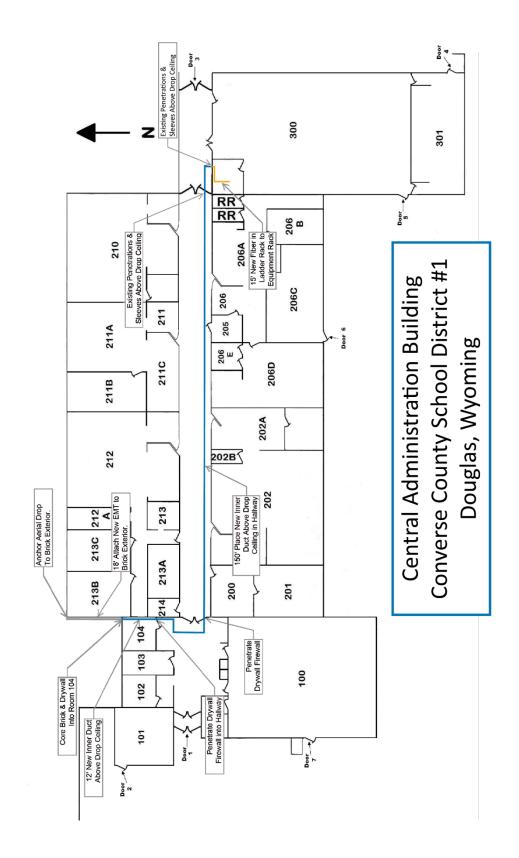
ATE FIBER NETWORKS

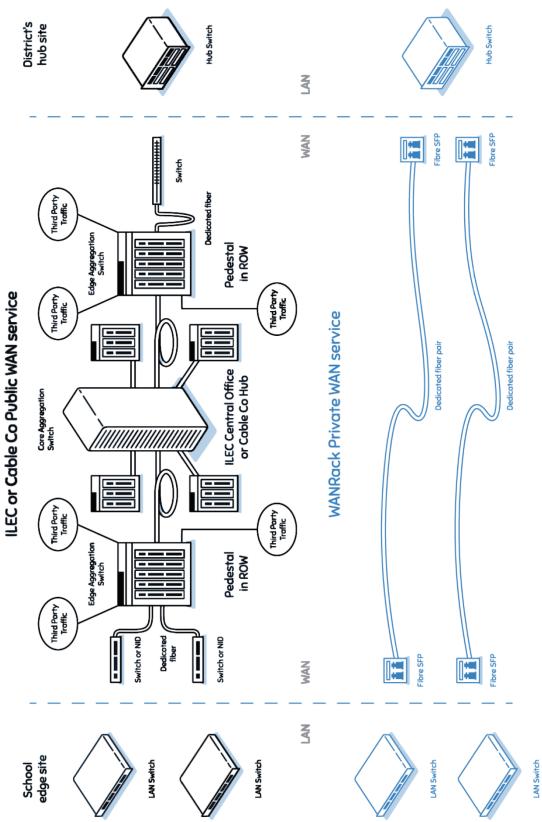
Project: Converse County School District 1								
School Name: Central Administration								
615 Hailton Douglas, WY 82633								
Primary Contact: Ken Reynolds Phone Number: Off. 307-359-5682 Cell.								
Position: IT Director								
Secondary Contact:								
Position: Phone Number:								
Existing IT Room	Yes	No	Notes: Secure room with air conditioning					
IT Room Location: Northeast corner of IT Office Rm #300								
Will this be a HUB site?	Yes	No	Notes: Primary Distribution for School District					
Equipment: LAN			Notes:					
Equipment: WAN			Notes:					
Fiber Distribution Panel	Wall	Mount	Rack Mount None					
2 Racks. Mount in open space in the lower half of the right side Rack.								
Jumped Lengths Needed: 6' Jump	ber							
Existing Conduit Into Building:		No	Notes: No Existing Open Conduit. Mount new					
EMT to the outside of room 213B. Penetrate into room 104. Place new inner duct above drop ceiling in hallway								
to existing penetration into the IT room. 18' new EMT attached to brick building exterior. 162' new inner duct								
placed above drop ceiling.								
placed above drop ceiling.								
placed above drop ceiling.								
placed above drop ceiling.								
placed above drop ceiling.								
placed above drop ceiling. Location to Enter Conduit: New c	onduit	to be ins	alled. 180' New EMT and Inner Duct.					
Location to Enter Conduit: New c			alled. 180' New EMT and Inner Duct. an existing power pole on the north side of the building.					











## References

Dean Farar – Yuma Schools, Yuma, AZ - 2 WAN builds 928-581-9685 <u>dfaeae1@yumaed.org</u>

Larry Fullmer - Chino Valley Schools, Prescott, AZ 928-636-2458 <u>Ifullmer@chinovalleyschools.com</u>

Greg Rabenhorst – RE-3J Weld County, CO 303-536-2000 gregrabenhorst@re3j.com

Jake Hoag – Whitley County Schools, IN 260-244-5771 ext 2310 <u>hoagjr@wccsonline.com</u>

Mike Shepard – Agua Fria High School District, Phoenix, AZ 623-932-7154 <u>mshepard@aguafria.org</u>

Duane Barton – Elko School District Schools, Elko, NV 775-738-5196 dbarton@ecsdnv.net

Dan Brynildsen – Alton Community School District, Alton, IL 618-433-7835 <u>dbrynildsen@altonschools.org</u>

Tony Witbrod – CCSD#1, Douglas, WY 307-365-7736 <u>awitbrod@ccsd1.org</u>

Tobin Brown – Kemp ISD, Kemp, TX 903-498-1351 tobin.brown@kempisd.org

Jack Wallbrecht – JO Combs, Phoenix, AZ 480-987-5313 jwallbrecht@jocombs.org

Ken Reynolds – Eaton School District, Eaton, CO 970-454-3402 <u>kreynolds@eaton.k12.co.us</u>

Kris Ockenfels – Trenton Schools, Trenton, MO 660-654-0079 <u>kockenfels@trentonr9.k12.mo.us</u>

Jim Patterson – Sprint, Chicago IL, 5 WAN builds 816-210-0296 jim@pattersonadvice.com "IT IS CRAZY TO ME THAT MORE SCHOOL DISTRICTS AREN'T USING WANRACK."

DAN BRYNILDSEN, TECHNOLOGY COORDINATOR FOR ALTON COMMUNITY SCHOOL DISTRICT

### "WANRACK'S SOLUTION IS UNIQUE AND WILL BE THE LAST NETWORK WE EVER NEED, DUE TO ITS SCALABILITY."

- DAN SCHMIDT, DIRECTOR OF TECHNOLOGY FOR LAKE GENEVA SCHOOL DISTRICT

"IT IS HARD TO SAY NO WHEN GIVEN AN OPTION THAT ALLOWS ME TO FINALLY STOP SHARING AND SETTLING WHEN IT COMES TO MY NETWORK."

> - LUIS TENORIO, NETWORK ADMINISTRATOR FOR SOMERTON SCHOOL DISTRICT

Confidential and Proprietary



#### **TECHNOLOGY DEPARTMENT**

596 South 4<sup>th</sup> Ave Yuma, AZ 85364



Yuma Elementary School District #1 450 West 6<sup>th</sup> Street Yuma, AZ 85364

Yuma Union High School District#70 3150 South Ave A Yuma, AZ 85364

13 April 2016

RE: Recommendation WANRack LLC

To Whom It May Concern:

In 2015 WANRack LLC was chosen through competitive bid to provide fiber optic WAN infrastructure for the Yuma Union High School District #70 and the Yuma Elementary School District #1. The scope of the project was to provide point-to-point fiber optic services for 24 schools and facilities throughout Yuma County, AZ. WANRack LLC has performed exemplary in providing these services, completing 83% of the project ahead of the contracted delivery date.

Additionally, WANRack LLC was easy to work with and did an excellent job providing updates about the project. These updates included insights into the entire process that enabled technology department staff to understand more completely the process that WANRack LLC worked through to bring these services to our schools.

To date these services have been working flawlessly and it is without reservation that we recommend WANRack LLC to other organizations considering the use of their services.

For any additional information or insight please feel free to contact me.

Sincerely,

Dean Faraf Director of Technology Yuma Educational Technology Consortium dfarar1@yumaed.org Office: 928-502-4250



Myrnn Martinez - 632 W. Vestal - San Antonio, Texas 78221 - O. 210-989-5120 - F. 210-977-9424 - morna unutinezachardade uet

April 13, 2016

To Whom It May Concern:

I would like to wholeheartedly recommend Rob Oyler to any school district looking to implement a Private Fiber Optic WAN. Mr. Oyler sold us our network and oversaw the installation. We were especially impressed with his long term experience selling similar size and scope projects. His experience selling and building Dallas Independent Schools gave us additional comfort he could perform here at Harlandale ISD.

Additionally, with E-Rate getting more complicated every year. Mr. Oyler's E-Rate expertise gave the district further comfort that we were in good hands.

The installation of the network went very well and we have no issues to report. We're very pleased.

Best regards, Aalte

Myrna Martinez



To Rob Oyler WANRack

From Gary Shuman Executive Director

Date April 12, 2016

Subject: History and current status of the Dallas ISD fiber plant system

Rob,

I heard about the WANRack win in El Paso. Congrats! I know from my experience here in Dallas, that this should be a very successful project for the students and staff of EPISD.

As you remember, here in Dallas we connected 285 locations over a 300 route mile system based on a physical ring and star topology. Your personal involvement through the procurement and project deployment phases truly made a difference and helped to transform the District for years to come. The system is stable and we've eliminated phone cabling and video coax as we now run both services over the fiber.

Thanks again for your part in heading us down this path.

Sincerely,

Gary Shuman Executive Director IT Infrastructure Dallas ISD

WANRack's Executive Management team has over 13 years of experience selling and installing Private WANs for the K-12 market. Our Executive Management team has sold and built over 165 school districts nationwide since 2005.

The following recent projects are a snapshot of small and large projects, each with unique engineering, permitting, and construction characteristics.

Hernando County Schools – Brooksville, FL

Contact: Paul Leftwich 253-797-7272 ext 870444 leftwich\_p@hcsb.k12.fl.us Contract length: 10 years Network size – 56.37 miles Contract value: **\$5,589,080** 

Hernando County is a county wide school district unlike most districts in other parts of the country. Hernando's network spread is consistent with a dozen or more school districts in the Midwest. As a result, permitting and environmental studies are a large focus here. The county will be adding over 40 sites to this network in parallel to the build. This additional revenue has not been included in the contract value above.

Yuma Union High School District & Yuma Elementary School District – Yuma, AZ

Contact: Dean Farar, Director of Technology 928-502-4250 dfarar1@yumaed.org Contract length: 5 + 5 years Network size – 33 miles, 26 locations Contract value: **\$4,930,440** 

This project consists of a new Private Fiber WAN build across two school districts. There are 26 locations spanning 33 miles of new construction throughout Yuma, AZ. Yuma schools was looking for a robust WAN that wasn't part of an existing public network. They were pleasantly surprised to find an alternative provider in WANRack that provided a non-incumbent option. The 250 Gigabit design connects the CTC data center to all 25 edge sites at 10 Gig per location. Each edge site has dedicated fiber pairs home-run all the way back to the Hub location without sharing or oversubscription anywhere in the network. Furthermore, the robust WAN design enables the district the capability to expand bandwidth to a limitless extent in the future.

#### Elko School District – Elko, NV

Contact: Duane Barton 775-738-5196 dbarton@ecsdnv.net Contract length: 5 + 5 years Network size – 20.08 miles Contract value: **\$4,204,920** 

Elko county is our first network in Nevada and likely our most complex build to date. Permitting and environmental impact coordination became the biggest challenges. The network crossed federal properties, Indian land, mining operations, large swaths of private land, interstates, county roads, waterways, and protected wildlife areas. There were 26 separate easements negotiated along with over 50 separate permits. Two unique requirements mandated the establishment of decontamination stations for all trucks, drills, and equipment entering and leaving federal land. A separate challenge required the engagement of a wildlife specialist to monitor migrating and nesting birds along the installation route during construction. With all of these challenges and longer timelines, the project finished on time and under budget.

Agua Fria High School District – Phoenix, AZ

Contact: Mike Shepard 623-932-7154 mshepard@aguafria.org Contract length: 5 + 5 years Network size – 20.45 miles Contract value: **\$3,260,960** 

Agua Fria connects the high schools within this district. The network is built across 3 cities on the west side of Phoenix; Goodyear, Avondale, and Buckeye. Many complex waterway crossings and multiple city license agreements required coordinated efforts with varying specifications. WANRack has existing network on the east and south side of Phoenix. The new western networks now allow WANRack full reach throughout the Phoenix area.

#### Weld County RE-3J Schools, Keenesburg, CO

Contact: Greg Rabenhorst, Superintendent 303-536-2000 gregrabenhorst@re3j.com Contract length: 10 years Network size – 31 miles Contract value: **\$3,180,000** 

This private fiber WAN consisted of 31 miles of new fiber construction connecting 6 sites. WANRack worked with the district to design a future-proofed network which could solve their long-term bandwidth needs. The 50 Gig network delivers 10 gigs of unshared bandwidth to 5 edge sites on dedicated fiber pairs. The school now enjoys speeds never before attained with the previous wireless network. Additionally, they have locked in long term pricing and unlimited growth.

#### Alton Community School District - Alton, IL

Contact: Dan Brynildsen 618-433-7835 dbrynildsen@altonschools.org Contract length: 10 years Network size – 16.21 miles Contract value: **\$2,298,960** 

Alton, IL is a suburb of St. Louis on the Illinois side of the state line. Dan was very skeptical WANRack could build a Fiber Wide Area Network from scratch and be competitive. Not only were we competitive, with the best Total Cost of Ownership (TCO) over a 20-year period, we delivered a network with unlimited growth capacity. Our tagline, "The last network you will ever need, guaranteed", was demonstrated yet again with this build. The Alton build was one our smoothest installs to date. Each project has its own personality. This one represented everything that can go almost perfect in a build.

#### Converse County School District, Aurora School District – Douglas, WY

Contact: Ken Reynolds, Director of IT 307-359-5682 jreynolds@ccsd1.org Contract length: 10 years Network size – 10 miles Contract value: **\$768,600** 

Converse County's WAN consists of 5 miles of new plant build connecting 8 sites. This project presented several permitting and logistical challenges due to the schools being geographically situated in and around Mountainous terrain. WANRack delivered a compelling solution which was unmatched by the incumbent cable company. The district was thrilled to find a provider who could deliver a truly private network without oversubscription in a more remote area with limited competitive options.

#### Trenton School District – Trenton, MO

Contact: Kris Ockenfels, Director of IT kockenfels@trentonr9.k12.mo.us Contract length: 10 years Network size – 3 miles Contract value: **\$450,000** 

This project consisted of 5 sites across 3 miles in a very congested area. The city has a unique geographic location in that there are 2 incumbent telephone companies, one cable company and city owned utility. As a result aerial poles were located on both sides of the roadways throughout town with a substantial amount of make ready work required to complete the network. After striking a license agreement with the city, WANRack came in on budget and ahead of schedule.

WANRack provides high-bandwidth, fiber-based communications networks and related services nationwide. WANRack specializes in custom built Private Fiber Wide Area Networks (WANs) for K-12 schools. Our focus is to be the premier Private Fiber WAN provider in the Education space.

WANRack's executive management team has more than 30 years of combined experience in the telecommunications industry with a history of successful completion of large and complex fiber-optic construction projects for school districts, wireless carriers and private enterprises. The executive management team has helped over 165 school districts obtain the benefits of their own Private WAN.

Customer relationships typically include long-term lease agreements (5-20 years) for fiber-optic connectivity between multiple facility locations. WANRack manages all phases of the customer relationship, including RFP response, construction management, network reliability, technical assistance, and customer service, to facilitate a long-term partnership with the customer. WANRack also has significant experience working with federal E-Rate program guidelines for K-12 school districts.

WANRack is regulated by Public Service Commissions of each state in which WANRack operates and also by the Federal Communication Commission, with periodic reporting requirements and service standards. WANRack is a certified E-Rate service provider and our **SPIN # is 143037316**.

Headquartered in the Kansas City metro area, WANRack executive management has been providing customer-focused communications solutions since 2005. WANRack is privately owned and is backed by Private Equity Firm, Grain Management and a network of high net worth individuals. WANRack has several existing banking relationships. Bank references available upon request.

# Company Profile and Executive Management Team

## ROB OYLER, CEO AND FOUNDER



Rob founded WANRack after spending the last 14 years building fiber optic networks for the K-12 market and hearing firsthand challenges with technology, budgets, and personnel. He has experience building over 165 school districts nationwide.

Previously, Rob was one of the original employees of Unite Private Networks (UPN) and the largest non-founding shareholder. As EVP & CMO, he was responsible for all sales, marketing, and business development. He personally sold over 47% of company revenue under his tenure and built record breaking national sales teams. He participated in a successful exit after a Private Equity investment

at UPN and founded WANRack to continue delivering Fiber Optic WANs to the K-12 Education vertical.

Rob is a Kauffman Foundation FastTrac alumnus and holds a BS in Finance and Business Management from Baker University.



## MICHAEL MCKENZIE, BOARD MEMBER

Michael McKenzie is a Managing Director at Grain Management and brings over twenty years of experience as a private equity investor, industry regulator, strategy executive and attorney. Since joining Grain in 2012, he has led or co-led investments in spectrum, fiber optic networks and diversified wireless infrastructure projects.

Prior to Grain, Michael held top positions at the U.S. Federal Communications Commission ("FCC"), where he helped shape U.S. communications policy in areas such as spectrum, broadband deployment, wireless licensing and emerging mobile technologies. Before that, Michael held

executive roles in strategy and business development at Microsoft Corp., where he focused on the commercialization of emerging platforms (e.g., Internet, mobile, cloud). He began his career practicing communications and technology law at Silicon Valley's Wilson Sonsini Goodrich & Rosati and Washington D.C.'s WilmerHale.

Michael graduated with distinction (Phi Beta Kappa) from the University of Virginia and received his J.D. degree from Harvard Law School. He serves on several boards, including WANRack, LLC, CE Workforce, the University of Virginia's Batten School of Leadership & Public Policy and Year Up (National Capital Region).

### RAGHAV NAYAR, BOARD MEMBER



Raghav Nayar is a Vice President on the Investments Team at Grain Management. Raghav's responsibilities include deal origination, investment underwriting, portfolio performance tracking, and analytical support.

Prior to joining Grain, Raghav was a Vice President in the Asset Finance Group at Morgan Stanley where he spent seven years structuring and executing over \$21 billion of divestitures, structured financings, and esoteric securitizations across a variety of assets including cell towers, wireless spectrum, media, and other industries. Raghav graduated with a Bachelor of Technology in

Biotechnology Engineering from Thapar University and M.S. in Finance from Johns Hopkins University.

# Project Team Organizational Chart

Name	Title	Responsibility	Contact Information
Amy Cunningham	Business Development	Main point of contact for School District.	amy.cunningham@wanrack.com Direct: 913-601-8738 Mobile: 913-706-0320
Sherrie Lynn	Project Manager	Oversee budget and timeliness of project.	sherrie.lynn@wanrack.com Direct: 913-601-7397 Mobile: 913-238-1000
Steve Wilson	Construction Manager	Oversee construction project on the ground.	steve.wilson@wanrack.com Direct: 913-601-8216 Mobile: 816-605-0629
Sean Brown	Construction Manager, VP	Oversee construction project from Headquarters.	sean.brown@wanrack.com Direct: 913-601-8493 Mobile: 816-365-0966

## **Green Light Status**



Red Light Display System (RLDS)



#### FCC | Fees | Red Light Display System

Logged in as FRN: WANRack, LLC (0022659700) [Log Out]

8/27/2018 11:58 AM

Current Status of FRN 0022659700

< FCC Site Map

Back Print Help

#### STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 08/27/2018 at 6:33 AM; it is updated once each business day at about 7 a.m., ET.

		Comise.	
	Cust	omer Service	
Red Light Help	FCC Debt Collection	FCC Fees	Web Policies / Privacy Policy
Red Light Display Syste	em Help Line: (877) 480-3201,	option 6; TTY (202)	414-1255 (MonFri. 8 a.m6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at <u>arinquiries@fcc.gov</u> or fax us at (202) 418-7869.

## Sample OTDR Report

#### **OTDR Report**

Reflectance (dB) Fiber sect. att. (dl Span loss (dB) Span length (km)		0.0000					
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	3/km)	0.400 20.000					
		-40.0					
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Threshold oplice loss (dB)	i Fa	0.250	Warning				
Thursday 1		.11		esholds (1550 nm)			
	I			A-B ORL (dB)		50.85	
				3 points max. refle	ctance (dB)	-70.7 50.85	
3-A		0.1302	0.019	3 points reflectance		-61.4	
)		0.5200	16.611	A-B LSA attenuatio	on (dB/km)	0.410	
1		0.2600	16.637	2 points section at	t. (dB/km)	0.143	
		0.1298	16.986 16.655	4 points event loss A-B LSA loss (dB)	(dB)	1.951 0.053	
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						ante (AEER)	
Echo			7.1173		59.6		
Section							
Reflective			0.0730				1.6
Non-Reflective Section		6	6.8672			0.873	1.6
Section			1.6959	and the second sec		0.157	1.5
Non-Reflective		5	5.1713		And the second s	0.477	1.2
Section			0.7988	1		0.168	1.20
Non-Reflective		4	4.3725		and the second se		1.0
Section		3	3.7523	and the second s	and a second sec	0.196	0.95
Section Positive		3	0.4696			0.204	0.40
Reflective		2	0.1506			0.204	0.30
Section			0.1506		the second secon	0.094	0.01
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10.00 -					-V		
왕 15.00 <mark>-</mark>	3		4	5	6		
20.00 -			T.	4	4		
25.00 -							
30.00							
		Sec. 1	Graph	ic (1550 nm)			
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				s (1550 nm)			
Range (km): 10.0000 Pulse (ns):				30	Duration (s	): 3	0
	Test Parameters (1550 nm)						
nit s/n: alibration Date:	it s/n: 00000			Unit s/n: Calibration Date:			
perator: nit model:	MAX-715B-M1-EI			Operator: Unit model:			
ocation:	admin bldg				middle school		
	Location A				Location	n B	
omments:	HB13						
b ID:	11.47 AM (dim-07.00)		Company:	Wallack			
ist date:							
t date: t time:	admin 24.trc 6/15/2018 11:47 AM (GMT-07:00	))			242 wanrack		

### WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT

This Wide Area Network Leasing and Services Agreement is entered into this \_\_\_\_\_ day of March 2018, between Eldon R-1 School District (the "Lessee") and WANRack, LLC ("WANRACK") a Delaware LLC.

WHEREAS, WANRACK is in the business of leasing Wide Area Network facilities ("<u>WAN Facilities</u>") and providing telecommunications and Internet access services ("<u>WAN Services</u>"); and

WHEREAS, the Lessee desires for WANRACK to provide leased WAN Facilities and WAN Services to the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Term and Termination.

a. **Term.** The term of this Agreement ("<u>Term</u>") will commence with the date on which WANRACK first provides the WAN Services hereunder and continue for a period of five (5) years with a five (5) year voluntary renewal. WANRACK will confirm the commencement date and expiration date of the Term, upon completion of installation, by providing Lessee with a commencement letter, which letter shall serve as final confirmation that the WAN Facilities have been installed. The second voluntary five-year term shall commence upon the expiration of first five (5) year term if both parties have consented in writing to the continuation of this Agreement for the second voluntary five year term. If there has been no mutual consent for continuation, then the Agreement will terminate upon the expiration date of the first five (5) year term.

b. **Termination**. Either party may terminate this Agreement prior to expiration of the Term only For Cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice. As applied to the Lessee, "For Cause" means (i) the Lessee's failure or refusal to make any payment due to WANRACK hereunder within 10 days after the Lessee receives written notice from WANRACK of such failure or refusal, or (ii) the Lessee's continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after Lessee receives written notice from WANRACK of such failure or refusal. As applied to WANRACK, "for cause" means (i) WANRACK's continuing failure or refusal to perform any material obligation under this Agreement, within thirty (30) days after WANRACK receives written notice from Lessee of such failure or refusal, or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by WANRACK.

c. **Effect of Termination**. If this Agreement is terminated by WANRACK For Cause, WANRACK will be entitled to recover as damages all fees that would have been payable to WANRACK under this Agreement for its full Term. In the event the Lessee terminates this Agreement for any or no reason prior to the maturity date, the Lessee agrees to pay a Deferred Capital Fee as detailed in Schedule A (other fees) in addition to any outstanding and remaining monthly recurring charges for the current fiscal year. The Deferred Capital Fee represents a recoupment of costs for WANRack for the construction, operating costs, maintenance costs, and other expenses related to the Lessee's network.

d. Upon the termination or expiration of this Agreement for any or no reason, WANRACK will have WANR the right to remove any WAN Facilities agree to WANRACK will have a specific to remove any WAN Facilities agree to was a specific to remove a specific to remov cooperate in effecting any such removal by WANRACK, as WANRACK may reasonably direct. Notwithstanding the foregoing, following such termination or expiration, WANRACK may elect to leave in place any WAN Facilities located at facilities and properties under the Lessee's control, and to use such WAN Facilities for other customers. In the event that WANRACK elects to so leave in place any WAN Facilities, the Lessee agrees to provide WANRACK with continued access to Lessee facilities for maintenance purposes.

#### 2. **Obligations of WANRACK**.

a. **Services and Facilities.** WANRACK agrees to lease the WAN Facilities to the Lessee, and to provide the WAN Services to the Lessee, in accordance with the terms of this Agreement, as more fully described in <u>Schedule A</u> attached hereto. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by WANRACK to the Lessee, will be set forth in a change order or other document signed by both the Lessee and WANRACK.

b. **E-Rate Program**. If requested by the Lessee, WANRACK will work together with the Lessee to participate in the Schools and Libraries Program of the Universal Service Fund (the "<u>E-Rate Program</u>"), and in particular the parties will cooperate in maximizing the discounts available to the Lessee under the E-Rate Program in respect of the WAN Facilities and the WAN Services. However, notwithstanding the foregoing, the participation of the Lessee in the E-Rate Program is not a condition to either party's obligations under this Agreement.

c. **Delivery and Installation**. WANRACK will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

i. **Staging, Storage, and Access**. During the installation of the WAN Facilities, the Lessee agrees to provide WANRACK with (i) suitable staging and storage areas at Lessee facilities for relevant equipment, materials, and components and (ii) such access to Lessee facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by WANRACK, provided that such access must be scheduled with the Lessee in advance and, unless otherwise agreed by the Lessee, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. Lessee personnel may accompany WANRACK personnel during any installation work at any Lessee facility.

ii. **Site Preparation**. Prior to the installation of WAN Facilities, the Lessee will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

iii. **Debris Removal; Restoration**. WANRACK will remove from installation sites all debris resulting from the installation of WAN Facilities, including as appropriate by moving such debris to trash receptacles maintained by the Lessee. The Lessee will be responsible for trash removal from such receptacles. WANRACK will restore all landscaping disturbed the WANRACK's installation, maintenance, or removal activities. The Lessee will be responsible for landscape watering, including at restored landscaping sites.

iv. **Planning**. Appropriate representatives of WANRACK and the Lessee will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

v. **Timeline**. WANRACK and the Lessee agree to the installation and configuration timeline set forth in <u>Schedule A</u> attached hereto. The Lessee agrees to all reasonable extensions of the installation

timeline necessitated by the actions or inactions of the Lessee or otherwise resulting from circumstances beyond WANRACK's control.

vi. **Special Needs.** If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the Lessee or its facilities, as reasonably determined by WANRACK, the Lessee will reimburse WANRACK for any corresponding extra costs incurred by WANRACK to address those requirements, needs, or characteristics.

vii. **Non-WAN Facilities**. The Lessee is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the Lessee's request, WANRACK may install, configure, and maintain such facilities and components, subject to WANRACK's standard charges, terms, and conditions.

viii. **Deviations**. If, prior to or during the installation process, WANRACK, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the Lessee for its approval, which the Lessee may not unreasonably withhold or delay; provided, however, that WANRACK reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

ix. **Substitute Materials**. In the event any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, WANRACK may substitute materials or components of equivalent or superior functionality and performance.

d. **Manuals**. Where relevant, WANRACK will furnish to the Lessee with applicable manuals and instruction documentation provided by manufacturers and vendors.

e. **Maintenance**. WANRACK is responsible for maintaining the WAN Facilities. The Lessee agrees to provide WANRACK with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by WANRACK, provided that, when practicable, (i) such access must be scheduled with the Lessee in advance and (ii) unless otherwise agreed by the Lessee, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. Lessee personnel may accompany WANRACK personnel during any maintenance work at any Lessee facility.

f. **Representations**. WANRACK represents and warrants to Lessee that: (i) it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services; (ii) this Agreement has been duly authorized, executed, an delivered by WANRACK, and (iii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of WANRACK or any agreement or instrument to which WANRACK is a party or by which WANRACK is bound

g. **Condition of WAN Facilities and WAN Services**. WANRACK makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the Lessee's request, WANRACK agrees to work on behalf of the Lessee to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WANRACK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LESSEE ACKNOWLEDGES THAT THE WAN FACILITIES AND WAN SERVICES ARE PROVIDED AS-IS, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

3. **Compensation to WANRACK**. The Lessee will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on <u>Schedule A</u> attached hereto, and otherwise in accordance with <u>Schedule A</u> and this Section.

a. **Due Dates**. All fees will be paid no later than 30 days following the payment date specified on <u>Schedule A</u>, or if <u>Schedule A</u> does not specify a payment date, then no later than 30 days following the receipt by the Lessee of an invoice from WANRACK. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

b. **Late Payments**. Late payments will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

c. **Changes in WAN Facilities and WAN Services**. If the WAN Facilities or WAN Services are changed, or WANRACK provides any additional services to the Lessee, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees.

d. **Taxes and Additional Charges**. All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities charged to or against WANRACK or the Lessee because of the services furnished by WANRACK shall be assessed to and paid by the Lessee. The Lessee shall be required to provide documentation evidencing its' exemption from any such taxes or fees.

#### 4. **Obligations and Representations of Lessee**.

a. **Security**. The Lessee is solely responsible for providing security services in respect of the WAN Facilities located at or on Lessee facilities or properties. The Lessee will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

b. **Lessee Personnel**. The Lessee will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

c. **Electrical Circuits and Energy**. The Lessee will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities at the sole cost of the Lessee.

d. **Insurance**. The Lessee will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the Lessee's control, including without limitation all materials and components located at Lessee facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The Lessee will cause such insurance policies (i) to name WANRACK as an additional insured, (ii) to be endorsed to require at least 30 days notice to WANRACK prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against WANRACK. Upon request by WANRACK, the Lessee agrees to provide proof of insurance meeting the requirements of this Section.

e. **Representations**. The Lessee represents and warrants to WANRACK that: (i) the WAN Facilities and the WAN Services meet the Lessee's requirements; (ii) the Lessee will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law; (iii) this Agreement has been duly authorized, executed, an delivered by the Lessee; and (iv) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the Lessee or any agreement or instrument to which the Lessee is a party or by which the Lessee is bound.

a. **Ownership.** The parties acknowledge and agree that the WAN Facilities are owned by WANRACK and will continue to be owned by WANRACK following the expiration or termination of this Agreement. The Lessee has no option or other right to purchase or otherwise acquire the WAN Facilities from WANRACK. The Lessee acknowledges and agrees that: (i) WANRACK may use the WAN Facilities for other customers, (ii) the Lessee may not make any alterations or attachments to the WAN Facilities without WANRACK's prior written consent, (iii) WANRACK has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the Lessee, (iv) if WANRACK provides any maintenance or other services in respect of any such alterations or attachments, WANRACK will provide such services subject to its standard charges, terms, and conditions, (v) WANRACK is not responsible for any malfunction, non-performance, or performances degradation of the WAN Facilities, or any inability of WANRACK to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the Lessee, and (vi) the Lessee is solely responsible for, and agrees to indemnify WANRACK against, all claims and damages caused by, or resulting directly from, any alteration or attachment made to the WAN Facilities by the Lessee.

b. Confidentiality. Each party acknowledges (a) that it will have access to confidential information of the other party, (b) that such information constitutes valuable, special, and unique property of the other party, and (c) that no right or license is granted to such party with respect to such information, except as specifically set forth in this Agreement. Each party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. The parties agree that the terms of this Agreement shall constitute "confidential information". Each party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other party, or upon the termination or expiration of this Agreement, each party agrees to return or destroy any confidential information of the other party in its possession. Furthermore, the Lessee agrees to promptly notify WANRACK for any open records/public information request that it may receive concerning this Agreement, pricing or any confidential information and allow WANRACK opportunity to analyze and oppose release of requested information as may be provided by law. The parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The parties agree that the foregoing obligations regarding confidentiality will survive the termination or expiration of this Agreement.

#### 6. Miscellaneous.

a. **Independent Contractor**. The parties agree that WANRACK is an independent contractor with respect to the Lessee. Nothing contained herein may be construed as making the parties hereto partners or joint venturers or creating a principal and agent relationship. WANRACK has no authority to create any obligation or responsibility on behalf of, or in the name of, the Lessee, or otherwise to bind the Lessee in any way. Likewise, the Lessee has no authority to create any obligation or responsibility on behalf of, or in the name of, the XANRACK or otherwise to bind WANRACK in any way.

b. **Notice**. Any notice, demand, waiver, or consent under this Agreement must be in writing and WANRack verse by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested),

or by a national overnight courier service, addressed as set forth below. All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number by giving notice to the other party in accordance with this Section.

If to WANRACK:	WANRack, LLC
	15700 College Blvd, Suite 200
	Lenexa, KS 66227

If to the Lessee:

c. **Force Majeure**. Neither party will be liable for the failure to fulfill its non-monetary obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; fiber cut caused by a third party without any negligence by WANRack and such third party is not a subcontractor, agent or representative of WANRack and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other installation or operation of the WAN Facilities.

d. **Waiver of Jury Trial; Limitation on Damages**. Each party waives trial by jury with respect to any dispute regarding or arising under this Agreement. WANRACK will not be liable to the other party for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether such damages are foreseeable by either party. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.

e. **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (i) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest permissible extent and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

f. **Governing Law; Construction**. This Agreement shall be governed by the laws of the State of Kansas and venue for any lawsuit concerning this Agreement or the services provided hereunder shall be in the appropriate courts of Johnson County, Lenexa, Kansas. This Agreement is to be construed as the joint and equal work product of each party and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

g. Assignment; Successors. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement; provided, however, that neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, WANRACK may, without the Lessee's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of WANRACK's assets. Any purported assignment prohibited by this provision will be null and void.

h. **Waiver**. Any failure or delay by either party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either party of any right or remedy under this Agreement must be in writing and signed by the party waiving the right or remedy.

i. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, including any documents exchanged between the parties during any request for proposal or bidding process. Any amendment to this Agreement must be in writing and signed by both parties.

j. **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

The parties execute this Agreement effective as of the day and year first above written.

LESSEE:
Ву:
Name:
Title:

Schedule A

#### WAN Facilities and WAN Services

Lit leased service over fiber optic wide area network (WAN). Point to Point GigE service from the Hub location located at to the following edge sites:

#### **Installation Timeline**

Anticipated delivery of service shall occur approximately (180) days after the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project.

- 1. Installation or Other Up-Front Fees \$\_\_\_\_\_.
- 2. **Monthly Fees** Monthly lease payments of \$\_\_\_\_\_ beginning upon the delivery of service and continuing for a term of \_\_\_\_\_ months.
- 3. **Other Fees** All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the Lessee in addition to the regular charges under this Agreement unless exempt.

#### Other Fees

All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the Lessee in addition to the regular charges under this Agreement unless exempt and exemption certificate is received prior to first bill.

#### **Deferred Capital Fee**

The following payment shall apply should the District terminate the contract prior to the maturity date of delivered services:

If the District terminates the contract during year 1 of this Agreement, the District shall be responsible for  $\qquad$  for the remainder of the contract. For clarity, the District shall owe  $\qquad$ .

If the District terminates the contract during year 2 of this Agreement, the District shall be responsible for \$\_\_\_\_\_\_ for the remainder of the contract. For clarity, the District shall owe \$\_\_\_\_\_\_.

If the District terminates the contract during year 3 of this Agreement, the District shall be responsible for \$\_\_\_\_\_\_ for the remainder of the contract. For clarity, the District shall owe \$\_\_\_\_\_\_.

If the District terminates the contract during year 4 of this Agreement, the District shall be responsible for \$\_\_\_\_\_\_ for the remainder of the contract. For clarity, the District shall owe \$\_\_\_\_\_\_.

If the District terminates the contract during year 5 of this Agreement, the District shall be responsible for  $\qquad$  for the remainder of the contract. For clarity, the District shall owe  $\qquad$ .

#### WANRack SLA and Credit Policy

#### Service Outage

(a) A "Service Outage" shall mean that a circuit is unavailable during the relevant period either because the circuit experiences a complete loss of service

- (b) A Service Outage shall begin upon the earlier of WANRACK's actual knowledge of the Service Outage or WANRACK's receipt of notice from Customer of the Service Outage and shall end upon the correction of the loss of service.
- (a) Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply: (i) during periods (A) of less than forty-five (45) minutes, (B) in which WANRACK is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which planned or scheduled maintenance or repair activities are occurring, (ii) for interruptions that are caused by or due to (A) acts or omissions of Customer, (B) the failure or malfunction of facilities or equipment not owned or operated by WANRACK, including without limitation the failure of the power supply, or (C) a Force Majeure Event

#### Service Level Agreement ("SLA") & Credits

#### Lit Leased Fiber SLAs

Performance	Availability: 99.99%
Mean Time to Respond to S	Service Outage: <3 Hours
Latency	<4ms (roundtrip)
Jitter	<2ms

#### SLA Credit Structure

If the Service fails to meet the standards set forth in this agreement, the Customer shall be due a credit in accordance with the following credit structure. In order to request a credit, Customer must have previously opened a Ticket at the time of the Service Outage. The Customer must notify WANRACK Customer Care of a SLA Credit event in writing, and WANRACK will validate the claim within 10 business days. If WANRACK validates that the Service did not meet the performance standards set forth in this agreement, WANRACK will issue a credit in accordance with the terms on the next invoice. Force majeure and planned maintenance events effecting service will not be factored into how the SLA performance will be credited and will be credited only on a prorated basis. The credit is awarded on a per site basis whose service is affected.

#### Availability Credit Structure

Cumulative Calendar Month's Unavailability (in hours:minutes:seconds)	Duration of Interruption
00:00:01-00:45:00	No Credit
00:45:01-04:00:00	5% of MRR
04:00:01-08:00:00	10% of MRR

08:00:01-12:00:00	20% of MRR
12:00:01-16:00:00	50% of MRR
16:24:01-24:00:00	75% of MRR
24:00:01or greater	100% of MRR

#### **Major Outage Definition**

A Major Outage is considered an incident that: a) results from a fiber cut on a main fiber cable resulting in more than one service to be affected b) results in three or more services to experience a total loss of service for any reason

#### **Minor Outage Definition**

A Minor Outage is considered an incident that results in a total loss of service in two or less services. Any Minor Outage can be upgraded to a Major Outage when escalated to through the appropriate process and agreed by the escalation point.

### **WANRack Ticket Process and Escalation Policy**

#### **Initial Case Received**

When a Customer contacts our NOC, a Customer Support specialist gathers the details of the problem and opens a Ticket. A Ticket number is generated and provided to the Customer. All subsequent replies by Customer must retain the Case identification information included in the email used by our Ticket management system. A Customer Support specialist will provide an acknowledgement of the outage within 60 minutes.

Most problems are resolved the within Two (2) hours. If the problem is complex or involves additional troubleshooting, the Customer will be notified, and provided an explanation of what action is being taken.

#### **First Level Escalation**

If after Two (2) hours of effort the CSC specialist has not resolved the problem or provided an explanation to the Customer's satisfaction, the customer can request the involvement of the NOC Manager.

#### **Second Level Escalation**

If the problem has not been resolved or no explanation of the outage has been given to the Customer's satisfaction after Three (3) hours, the Customer may request to escalate to the Director of Customer Service.

#### **Third Level Escalation**

If the problem has not been resolved or no explanation of the outage has been given to the Customer's satisfaction after Four (4) hours, the Customer may request to escalate to the President or VP.

#### **Fourth Level Escalation**

If the problem has not been resolved or no explanation of the outage has been given to the Customer's satisfaction after Five (5) hours, the Customer may request to escalate to the CEO.

#### **Escalation List**

Name	Title	Cell Phone
WANRack	24- Hour Number	1-855-482-7225
Sherrie Lynn	Project Manager	913-601-7397
Sean Brown	VP of Operation	913-601-8493
George Townsend	СОО	727-493-4266
Rob Oyler	CEO	913-522-5810

## RFP 190001075 - Hillsboro ISD

**RFP Number:** 

190001075

**Posted Date:** 9/25/2018 2:00:00 PM

**Close Date:** 11/16/2018 10:00:00 AM

**Q&A Close Date:** 10/9/2018 10:00:00 AM

### **RFP** Requirements

Purchasing decisions will be based on the following criteria:

Criteria	Points
Price of eligible service/product	35
Reputation of vendor and vendor's service/product	20
Quality of vendor's service/product	15
Service/product meets school needs	10
Past relationship with vendor	10
Ability to comply with federal program rules	10

*All proposals MUST BE submitted through this system to be accepted*.No phone calls concerning this application will be accepted. All communication about this RFP will only be provided via the Q&A section of this RFP in which questions and answers will be poste publicly. Responses received after the stated deadline will be deemed non-responsive. All vendors must comply with Texas Education Agency Financial Accountability Guidelines found in Module 3: Purchasing.

Specific requirements:

- For all of the items/services listed in this Request for Proposal, please consider services that are equivalent, more/less in quantity, better and/or more cost effective when submitting proposals.
- Quotes should provide turn-key solutions including installation/configuration charges, surcharges and any special construction charges when applicable. If special construction charges apply, please include the option for installment payments of up to 4 years for the applicants non-discounted share. WANRack offers a turn-key solution with E-Rate special construction.
- All contracts are contingent upon funding by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) unless otherwise agreed upon by district. Read and understood.
- All pricing provided in the proposal should be in accordance with the Lowest Corresponding Price rule.
- Proposers should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.
- Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant. Green-light status included in
- proposal

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

All submitted bids should include contracts and the contracts should also include the option for voluntary extensions unless they are

month to month services.
 Confidential and Proprietary
 A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component,

without a separately identifiable cost, may be included in the cost of the component. WANRack warranties the network for the life of the contract.

We are seeking multiple bid options for the WAN project including leased lit fiber and leased dark fiber. The district will select the most cost effective WAN solution based on a cost comparison of these bid options. All bids should include special construction, maintenance and operation charges and equipment to light dark fiber. Please submit your most competitive and accurate bid. When submitting bids for maintenance and operations, pricing should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages, There are no maintenance
- windows for WANRack's network.
- Marker and hand-hole inspection and repair,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- WANRack contracts with local contractors.
- Repair of fiber breaks,
- Post repair testing, All repairs will be tested and signed off by the district.
- Mean time to repair, From WANRack's SLA: <3 Hours
- Replacement of damaged fiber, WANRack will replace all damaged fiber.
- Replacement of fiber which no longer meets specifications, WANRack will replace fiber that no longer
- meets specs.
- Policies for customer notification regarding maintenance, Process for changing procedures, including customer notification practices, Process for moves, adds and changes, Process for responding to locate requests. WANRack will work with the customer to establish appropriate timelines for any work. WANRack has supplied a copy of our standard SLA in the proposal and looks forward to working with the district to establish practices that meet the needs of the district.

Requested Services and/or Equipment								
Data Transmiss	ion Servio	es				Install &	Maint &	
Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Activation & Initial Config	Tech Support	
Leased Lit Fiber - WAN	Ethernet	Fiber	1 Gbps	10 Gbps	5 Circuits	Yes	Yes	

Seeking bids for a fully managed, leased lit fiber WAN solution with bandwidth ranging from 1 Gbps to 10 Gbps (more or less as needed) at the following locations: entire district. Please include multi-year contract options of 3 years with the option for voluntary extensions. All bids must separate the one-time special construction charges from the proposed monthly recurring cost (including maintenance/operations fees).

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Leased Dark Fiber	Ethernet	Fiber	1 Gbps	10 Gbps	8 Strands	Yes	Yes

Seeking bids for a leased dark fiber solution with 8 strands (more or less as needed) of multi-mode/single mode fiber that includes a scalable option to accommodate growth at the following locations: All strands will terminate at Hillsboro Junior High and go to Hillsboro High School, Hillsboro Intermediate, Hillsboro Elementary, and Franklin Elementary. Please include multi-year contract options of 5, 10 or 15 years with the option for voluntary extensions. All bids must include associated costs such as special construction, the monthly lease fee, fiber maintenance and operations. Maintenance and operations monthly fees as well as one-time new construction/special construction should be bid separately from the vendors proposed monthly recurring cost for the leased dark fiber.

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Network Equipment	Other	Other	1 Gbps	10 Gbps	5 Circuits	Yes	Yes

Seeking bids for network equipment, including software & licenses, necessary to make a Category One broadband service functional ("Network Equipment"). We are seeking Cisco or equivalent to support a bandwidth ranging between 1 Gbps and 10 Gbps. A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component. Please see RFP for details.

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & Initial Config	Maint & Tech Support
Self-provisioned Network	Ethernet	Fiber	1 Gbps	10 Gbps	8 Strands	Yes	Yes

Seeking bids for a self-provisioned fiber solution with 8 strands (more or less as needed) of multi-mode/single mode fiber that includes a scalable option to accommodate growth at the following locations: All strands will terminate at Hillsboro Junior High and go to Hillsboro High School, Hillsboro Intermediate, Hillsboro Elementary, and Franklin Elementary. All bids must include associated costs such as special construction and fiber maintenance and operations. All bids must separate the one-time special construction charges from the proposed monthly recurring cost (including maintenance/operations fees). The district will need bids on network equipment.

							Install &		
Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Activation & Initial Config	Maint & Tech Support		
Services Provided Over	Ethernet	Fiber	1 Gbps	10 Gbps	8 Strands	Yes	Yes		
Third-Party Networks									

Seeking any service delivered over a service provider or other third party owned network that delivers bandwidth speeds outlined in the leased lit fiber option. All bids must separate the one-time special construction charges from the proposed monthly recurring cost (including maintenance/operations fees).

WANRack offers school districts unlimited bandwidth at a fixed rate over a private fiber network built expressly for your district using E-Rate special construction funds. We offer a lit-leased service. Your district will be the only entity on the network. We offer the best TCO.

Function	Type of Connection	Type of Transport	Min Capacity	Max Capacity	Quantity	Install & Activation & nitial Config	Maint & Tech Support
Maintenance &	Other	Other	1 Gbps	10 Gbps	1	Yes	Yes

Seeking bids for maintenance & operations of dark and/or self-provisioned fiber at 5 locations. This fiber is leased dark and/or self-provisioned. Also, include any applicable fess for "811 Line Location" registration if buried. Please separate M&O bids from any other service bids.

### Locations

DMARC?	Name	Address
No	Franklin Elementary	103 Country Club Rd
		Hillsboro, TX 76645
No	Hillsboro Elementary School	115 Jane Ln
		Hillsboro, TX 76645
No	Hillsboro High School	1600 Abbott Ave
		Hillsboro, TX 76645
No	Hillsboro Intermediate	1000 Old Bynum Rd
		Hillsboro, TX 76645
Yes	Hillsboro Junior High School	210 E Walnut St
		Hillsboro, TX 76645

### Additional Information

WANRack

#### KFF QQA

There are no questions.

### Attachments

- Hillsboro ISD Current Network Diagram.pdf
- Hillsboro\_ISD\_Intermediate\_School.pdf
- Hillsboro\_ISD\_Hillsboro\_High\_School.pdf
- Hillsboro\_ISD\_Franklin\_Elementary\_School.pdf
- Hillsboro\_ISD\_Elementary\_School.pdf
- Hillsboro\_ISD\_Hillsboro\_Junior\_High\_School.pdf

WANRack's fees stay flat for the life of the contract. If the district starts at 1 Gbps and during our contract needs to upgrade to 10 Gbps, and later on to 25 or even 40 Gbps, from 1 – 100 Gbps your rates never increase. WANRack supplies modules to light the fiber. When you want to increase your bandwidth WANRack simply ships you new modules within 72 hours of your request to light the fiber at no charge to the district. After your initial terms, should you choose to renew with WANRack, your MRC drops 50%, even if your using more bandwidth than ever before.