



March 14, 2026

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**REDWOOD CITY SCHOOL DISTRICT**  
**777 3rd Avenue**  
**Redwood City, CA 94063**  
**ATTN: Corinna Herring**  
**RE: E-Rate Request for Proposal 470 # 260021996**

Dear Corinna Herring,

On behalf of AT&T, I would like to thank **REDWOOD CITY SCHOOL DISTRICT** for the opportunity to respond to your E-Rate Form 470 # **260021996** Request for Pricing. AT&T's response is for the specific E-Rate eligible service requested. **We appreciate your business.**

AT&T is submitting a proposal for our AT&T Dedicated Internet (ADI) Service SPIN **143001192** in the attached document. This service is an internet access / data service which also allows customers to add business voice over IP (BVoIP), called AT&T IP Flexible Reach, (IP Flex) over this ADI service. There are additional charges for the IP Flex, along with a separate contract that needs to be signed, so if you plan to add voice services on this circuit, please let us know before requesting a contract for the ADI service.

The information and pricing are valid for the funding period known as E-Rate Funding Year 2026. Taxes, Fees & Surcharges are not included in our pricing.

In addition, please note:

- ADI's bandwidth is symmetrical and dedicated to you. It's not shared with any other network users, so you're assured of getting the full bandwidth you are paying for.
- ADI is provisioned over leased lit fiber.
- Service availability was verified for the installation address you provided - **777 3rd Avenue, Redwood City, CA 94063**. Special construction charges do not apply to this address. Please let us know if this is not the correct/only address.
- ADI has a Service Availability target of 99.99%.
- ADI'S Service Level Agreement is available for review at <http://serviceguidenew.att.com/>. Select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.
- ADI includes free visibility and threat analysis reporting for all users.

This response **does not** take the place of a signed contract. If AT&T is selected, please contact us so we can provide the appropriate contract(s). Contracts need to be executed prior to the 471-filing deadline. Delays in signing required contracts may impact SLD funding as well as installation intervals.

If selected, AT&T will target July 1, 2026, for an installation once you have signed the AT&T contracts, but that is subject to the selection of E-Rate Rider Option A (order service and target July 1) or Option B (wait to place orders until funding approval is obtained.) Fiber installation typically takes 60-90 days (120+ for 10 GB Access) but can vary. *Due dates can fill up fast and any actual due dates are best effort and provided by the Order Manager.*

Please contact me if you have any questions or would like to purchase our offering. We welcome the opportunity to offer our services.

Thank you,  
*Bonnie*

*Bonnie Rodriguez*  
Erate Sales / Marketing Program Support  
Government Education Medical  
AT&T Contractor  
209.818.0592 | yr6767@att.com



# E-Rate Proposal for REDWOOD CITY SCHOOL DISTRICT

March 14, 2026

Corinna Herring  
 The Instructional Material Center  
 REDWOOD CITY SCHOOL DISTRICT  
 777 3rd Avenue  
 Redwood City CA 94063

# Executive Summary

In response to the **REDWOOD CITY SCHOOL DISTRICT** E-Rate Form 470 bid **#260021996**, AT&T is pleased to present this proposal showcasing our capabilities to meet your organization’s technology and connectivity needs.

Today’s schools are under pressure to deliver digital content and support remote learning. By using E-Rate services, your organization can take advantage of technology to expand the ways you provide education and support your staff.

Today’s schools are under pressure to implement the latest technology to enhance teaching, improve learning, and streamline management. To meet these demands, educational institutions like yours are looking at new ways to take advantage of evolving technologies.

# Solution

We recognize the unique challenges faced by your educational institution and the critical role technology plays in driving success. That’s why we’ve developed a comprehensive solution designed to modernize your technology infrastructure, boost operational efficiency, and support improved student outcomes by expanding access to essential digital content.

Your solution includes the following:

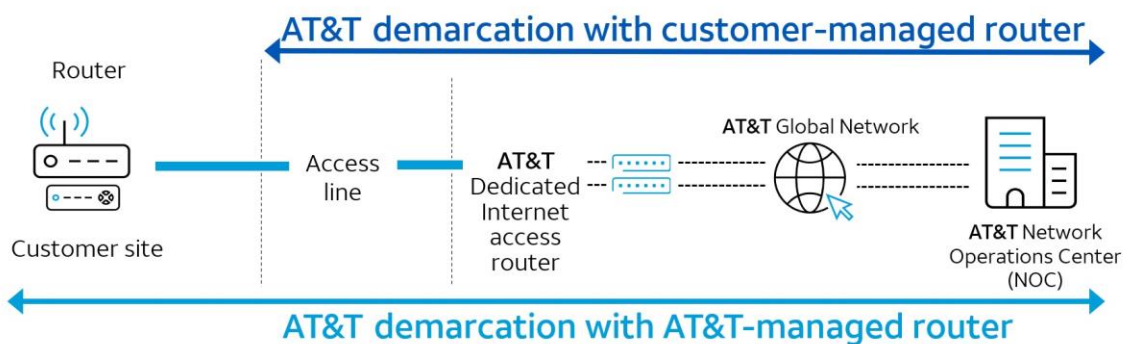
- **AT&T Dedicated Internet** is an internet access service that combines a dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet offers the fastest speeds available (up to 1Tbps), world class Service Level Agreements (SLAs) with 100% uptime guarantees, and outage protection down to the customer edge router with 24/7 monitoring.
- **AT&T Dynamic Defense®** is the first comprehensive network solution that has built-in threat protection. Dynamic Defense is embedded in the AT&T Global Network infrastructure, so it can detect threats, filter malicious traffic, and execute security controls—before the data reaches your network.

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	143001192
AT&T Dynamic Defense	N/A

The solution provides these key features:

- **Managed Router Option** provides the customer premises equipment (CPE) for the dedicated internet service, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **Customer-Managed Router Option** lets you provide and manage your own router for the dedicated internet service while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.
- **Reliable Service** starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **Service Level Agreements (SLAs)** offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.
- **Static IP Addresses** help enable website hosting and virtual private networks (VPNs) for remote access to the business network, and some voice over internet protocol (VOIP) systems require them. AT&T Dedicated Internet provides up to five free static IP addresses. These static IPs can result in a more reliable connection and provide more accurate geolocation information.
- **AT&T Dynamic Defense Shield** detects and automatically blocks known malicious traffic to and from your networks. It can mitigate risks and malicious attacks, helping your network stay accessible only to those who should have access.
- **Reporting and logging** provide you security analysis and valuable insight into the threats your business is facing. These features provide in-depth reporting of traffic activity, including mitigated risks, intrusion attempts, and blocked IP addresses.
- **Application-Based Policy** allows you to manage policies for specific applications. This feature is more precise than other solutions when creating security rules, helping you to accurately identify all applications traversing the network to defend against successful cyberattacks.

**AT&T Dedicated Internet: End-to-End Management with Proactive Pinging and Alarming**—As this diagram illustrates, AT&T manages all ADI service components. The router can be managed either by AT&T or by the customer. But with the AT&T managed router option, the AT&T Network Operations Center (NOC) pings endpoints every two minutes and automatically opens a ticket after two failed returns.



## Advantages of AT&T

Partnering with AT&T means gaining access to industry-leading expertise, innovative technology solutions, and a dedicated team committed to advancing educational success. We understand the unique needs of educational institutions and deliver tailored services designed to enhance connectivity, streamline operations, and support your goals. Below are the key advantages of working with AT&T:

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



  
**connected**  
LEARNING<sup>®</sup>

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

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

# Pricing

*Pricing for AT&T Dedicated Internet (ADI) is based on the following terms: 36- month. The 36-month term allows two, one-year voluntary extensions.*

Note: MRC = monthly recurring charge and NRC = non-recurring charge. Rates do not include Fees, Surcharges or Taxes. All rates and components are 100% E-Rate eligible.

**We are submitting our proposal based on the address below ONLY. Please let us know if this is not the correct address - ASAP! Additional sites may qualify for this pricing pending further fiber availability review. There are NO Special Construction charges for this location.**

*777 3rd Avenue Redwood City, CA 94063.*

ADI 3YR Rates - SPIN 143001192						
Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router	Class of Service (CoS)	TOTAL* Monthly (MRC)	NRC - Install/One Time
100M	\$350.00	100M	\$108.85	\$0.00	\$458.85	\$0.00
250M	\$385.00	200M	\$182.70	\$0.00	\$567.70	\$0.00
500M	\$400.00	500M	\$259.50	\$0.00	\$659.50	\$0.00
1 GB	\$530.00	700M	\$209.60	\$0.00	\$739.60	\$0.00
1 GB	\$530.00	1 GB	\$224.80	\$0.00	\$754.80	\$0.00

\*Price is per circuit. \*\*Pricing for circuits without an AT&T Managed Router available upon request.

**AT&T records indicate REDWOOD CITY SCHOOL DISTRICT has 100M ADI (CKT ID: IUEC.941109..ATI) under expired term agreement. Current Contract MIS14253483. Billing account number for ADI is 8310010986917 (monthly rate \$903.71).**

Our solution includes an Ethernet access circuit, AT&T Managed Internet Service, AT&T owned and managed Router and AT&T technician installation. AT&T personnel unpack, mount, connect, configure, and test the managed router. AT&T installation is required for all optical interfaces.

In addition, if conduit is needed at your property, AT&T will supply up to 1000' of conduit at no charge (*Not valid on new construction*).

AT&T Dedicated Internet (ADI) is a symmetrical service delivered on fiber with an electrical (1 Gbps and below) or optical (1.5 Gbps and above) handoff (AT&T owned, managed router only) and Dual Stack (IPV4/IPV6).

Our standard usable Public IP addresses is 5 and is included in ADI pricing.

*The eligibility of these products and services for E-Rate funding is solely determined by USAC and/or the FCC based on the applicants E-Rate discount request.*

AT&T's contract can be structured so the customer can increase the bandwidth during the contract term without extending the term or without a new agreement.

AT&T offers E-Rate customers the option of SPI or BEAR invoicing.

AT&T acts as a billing entity for various government agencies regarding taxes; therefore, cannot commit to actual taxes, surcharges or fees during the contract lifetime.

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

Currently the Federal Access Recovery Fee (FARF) is set at **2.25%** of the Access MRC. Property Tax Allotment (PTA) currently set at \$13.99 may apply. FARF and PTA rates are subject to change.

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

**AT&T Dynamic Defense™ Package Options**—AT&T Dynamic Defense is available in three packages, which offer a range of features to suit a variety of business needs, from simple network structures with limited access points to the most complex global scenarios. Each package is available to AT&T Dedicated Internet (ADI) customers in select areas at a low monthly fee. **The Standard plan is included at no charge for the length of the ADI contract.**

AT&T Dynamic Defense™		Packages		
		Standard	Advanced	Premium
AT&T Threat Intelligence	<b>AT&amp;T Dynamic Defense Shield</b> Dynamic blocking of malicious IP addresses with limited blocklist exceptions included	✓	✓	✓
	<b>Enhanced AT&amp;T Dynamic Defense Shield</b> Dynamic blocking of malicious IP addresses with expanded blocklist exceptions included		✓	✓
NextGen Firewall	<b>Stateful Firewall</b> Monitor and detect states of all network traffic and defend based on patterns and flows		✓	✓
	<b>Geo IP Filtering</b> IP address blocking from specific geographical locations		✓	✓
	<b>Web Filtering</b> Block sites based on web and URL categories		✓	✓
	<b>Basic Threat Protection</b> Detect, alert, and act against intrusions		✓	✓
	<b>Reporting &amp; Logging</b> Predefined reports provide critical insights into the network's health and security		✓	✓
	<b>Application-based Reporting</b> Securely identify, decode and build reports based on known applications		✓	✓
	<b>Version Control</b> Saves multiple versions of policy configurations to improve risk management and easily perform audits		✓	✓
	<b>Application-based Policy Creation</b> Create policies based on known applications			✓
Premium Threat Protection	<b>Virus Protection</b> Protect against viruses, worms, and trojans			✓
	<b>Spyware Protection</b> Prevent unauthorized access to sensitive data			✓
	<b>Vulnerability Protection</b> Stops attempts to exploit system flaws or gain unauthorized access to systems			✓

**AT&T Dynamic Defense | ADI,ADIVB,ASEOD Pricing**

<p><b>Standard</b></p> <p><b>\$0</b> /month</p> <p><small>Powered by AT&amp;T's Chief Security Office (CSO), Threat Intelligence, customers get dynamic blocking of malicious IP addresses to shield against zero-day attacks, botnets, and other threats.</small></p>	<p><b>2 Months Free*</b></p> <p><b>Advanced</b></p> <p><b>\$175</b> /month up to 1G</p> <p><small>Our network-embedded NextGen Firewall delivers unparalleled security by executing security controls within the network, before threats reach the customer. 2G-4G: \$300 5G-7G: \$350 8G-10G: \$400</small></p>	<p><b>2 Months Free*</b></p> <p><b>Premium</b></p> <p><b>\$275</b> /month up to 1G</p> <p><small>Augments protection against sophisticated malware or backing-based attacks and provides the customer additional granularity to configure security features based on specific requirements. 2G-4G: \$400 5G-7G: \$500 8G-10G: \$600</small></p>
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\*offers only available on ADI and ADIVB

AT&T Dynamic Defense™ / April 2025 / © 2025 AT&T Intellectual Property - AT&T Proprietary (Internal Use Only)



**\*\*NOTE: AT&T Dynamic Defense is not E-rate eligible and does not qualify for E-rate funding. Rates apply to 1G and below\*\***

## Optional Services

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

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

- **Business Security Solutions**—AT&T's portfolio of advanced security solutions, like Dynamic Defense and SASE, integrate with your existing infrastructure to protect your data and keep your network performing at its best. Our solutions offer proactive threat protection, uncompromised network performance and reliability, and expert integration.
- **Internet Backup Solutions**—AT&T Business Wireless Backup Advanced is a fixed wireless solution that provides wireless internet at qualified service addresses for intermittent backup use. It offers unlimited data that can support multiple internet outages per month. Additionally, it helps keep your business applications up and running if your primary internet connection is temporarily unavailable, so you can stay connected to customers, suppliers, and employees.<sup>1</sup>
- **Wireless Services**—Mobile data plans can help your staff stay connected. AT&T's 5G network now reaches over 315 million people across more than 26,900 U.S. cities and towns. Our 5G+ mid-band spectrum is available nationwide, covering more than 285 million people. Positioned between our other bands, it offers a balanced combination of ultra-fast speeds and broad geographic coverage. Meanwhile, our 5G+ high-band spectrum delivers super-fast speeds and exceptional performance in high-traffic areas, large venues, and airports. Check the coverage in your area at [att.com/maps/wireless-coverage](https://att.com/maps/wireless-coverage).<sup>2</sup>

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<sup>1</sup> AT&T Business Wireless Backup Advanced cannot be used as a backup to AT&T wireless or fixed wireless internet solutions (such as AT&T Internet Air for Business). Plan includes access to both 4G LTE and 5G/5G+ services, if available at your designated service address. AT&T 5G/5G+ requires compatible device. Coverage not available everywhere. 5G+ is offered in limited locations in specific cities. Wireless technology varies by device. After 30GB, data speeds are up to a max of 3Mbps and AT&T may temporarily slow data speeds if network is busy. After 7 days of continuous use, AT&T may change or terminate service. See <https://att.com/5Gnetwork> for details.

<sup>2</sup> Mobile Data plans may be eligible for E-Rate program support only in instances when the School or Library seeking support demonstrates to the USAC that they are the most cost-effective option for providing internet access based on an Applicant's request for E-Rate discounts. AT&T makes no determinations, representations, or warranties regarding such eligibility.

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

## Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all your AT&T services.

### Your AT&T Account Team

Resource	Contact Information
Primary Contact	Bonnie Rodriguez SPECIALIZED SALES-ACCOUNT MANAGEMENT +1 209.818.0592 yr6767@att.com
Secondary Contact	Angie Hicks LEAD CLIENT SOLUTIONS EXEC 4 HYBRID +1 714.679.8527 angie.rios.1@att.com

AT&T has rich experience and proven success in integrating and managing networks and network infrastructure for institutions like yours. Following on our long history of supporting education, we remain committed through active sponsorships and partnerships—and we can help you reach your goals. We welcome the opportunity to work with you.

# Important Information

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

AT&T Dynamic Defense requires AT&T Dedicated Internet service, or AT&T Switched Ethernet on Demand (only available for new ASEoD customers). AT&T Dynamic Defense available in select areas.

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

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

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

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

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

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

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

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

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

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

**Copyright Notice and Statement of Confidentiality**—© 2026 AT&T Intellectual Property. AT&T and the Globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary to review and evaluate the information contained herein.

**AT&T'S GENERAL RESPONSE TO  
REDWOOD CITY SCHOOL DISTRICT'S E-RATE RFP FOR ISP SERVICES # 395-26A.5  
("AT&T'S GENERAL RESPONSE")**

AT&T Enterprises, LLC as successor in interest to AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the pre-existing, mutually agreed to eMSA UA III Agreement between *Redwood City School District and AT&T Corp., eMSA UAIII Contract Id: 2152619* (sometimes referred to as the AT&T Master Agreement); (b) corresponding Pricing Schedule(s); (c) the attached AT&T E-Rate Rider (d) any related transactional documents (collectively, the "Proposed Contract Documents"); and (e) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response, including the E-Rate Response Supplement to RFP. Using or adopting, as appropriate, the terms of the existing AT&T Master Agreement currently in place between the parties will simplify the contracting process and avoid having to negotiate new terms and conditions for this transaction. **Redwood City School District** may be referred to as the "Customer" within this Response.

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

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

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

- AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.
- The information and pricing contained in this Proposal is valid for a period of **90** days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. If this Proposal includes a promotional offer with a specified end date, the promotional pricing and terms shall remain valid through the earlier of that end date or until the E-Rate filing window closes for the upcoming E-Rate Funding year.
- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.
- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end,

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

- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.
- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2026 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.
- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Enterprises, LLC, an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

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

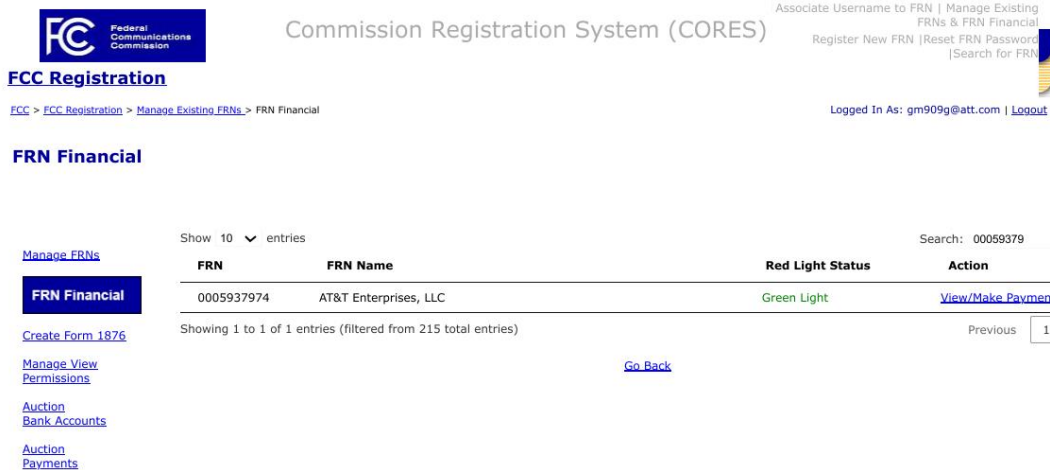
It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident, if AT&T is selected, this will be a successful contracting process, leading to a successful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

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

As noted in AT&T’s response to *Redwood City School District’s E-Rate RFP for ISP Services # 395-26A.5*, this *E-Rate Response Supplement to RFP* supplements the response as it relates to certain E-Rate related topics. In some places, the below refers to the AT&T E-Rate Rider, which is part of the Proposed Contract Documents in AT&T’s response.

- **EXPERIENCE.** The AT&T family of companies (“AT&T”) has been participating in the E-Rate program for schools and libraries since the program’s inception and can provide a wide range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-Rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.
- **ATT COMPLIANCE WITH FCC RULES.** AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

**SPIN and FCC REGISTRATION.** AT&T Enterprises, LLC, will provide the services hereunder. Evidence of AT&T Enterprises, LLC’s most recent Service Provider Annual Certification Form can be found at the following link: Spin Contact Search (usac.org) Proof of AT&T’s “green-light” status is attached hereto. **AT&T Enterprises, LLC’s Service Provider Identification Number (“SPIN”) is 143001192, and its Federal Communications Commission Registration Number is 0005937974.**



The screenshot shows the FCC Registration System (CORES) interface. At the top left is the FCC logo. The main header reads "Commission Registration System (CORES)". On the right, there are links for "Associate Username to FRN", "Manage Existing FRNs & FRN Financial", "Register New FRN", "Reset FRN Password", and "Search for FRN". Below this, it says "Logged In As: gm909g@att.com | Logout".

The main content area is titled "FRN Financial" and shows a table with the following data:

FRN	FRN Name	Red Light Status	Action
0005937974	AT&T Enterprises, LLC	Green Light	<a href="#">View/Make Paymen</a>

Additional interface elements include "Show 10 entries", "Search: 00059379", "Showing 1 to 1 of 1 entries (filtered from 215 total entries)", "Previous 1", "Go Back", and various navigation links like "Manage FRNs", "Create Form 1876", "Manage View Permissions", "Auction Bank Accounts", and "Auction Payments".

- **E-RATE COMPLIANCE TRAINING.** AT&T has a policy that all individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. AT&T E-Rate Training material is based on FCC/USAC E-Rate program rules and information primarily from the SLD website @ [E-Rate - Universal Service Administrative Company](#).
- **INVOICING (SPI and BEAR billing).** AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method (See Section 11 of the AT&T E-Rate Rider).
- **COMMENCEMENT OF WORK.** See Section 6 of the AT&T E-Rate Rider for options for timing of commencement of work (Customer will select an option in Section 6).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Copyright Notice and Statement of Confidentiality**—© 2026 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

## **NOTICE TO ALL POTENTIAL BIDDERS**

**The requirements for submitting a response to this bid have changed from previous instructions. It is highly recommended that you read through the instructions below and the bid documents to ensure you have completely responded to this RFP.**

All bidders are required to submit their bids as instructed below. Failure to follow these instructions may result in the disqualification of the bidder's response.

All bid responses must be submitted through the project's website at:

<https://projects.infinitycomm.com>

or unless otherwise noted in the Response Package Requirements section of the RFP.

Bidders are required to create a free account to access the website to provide their response. Bidders will be required to provide a breakout of their bid response with the following information:

Monthly Recurring Costs, Monthly Taxes, Non-Recurring Costs, and the Term of the Agreement Bidders **will not** be able to provide a complete response to the bid through the website without this information.

It is highly recommended that prior to beginning the upload process, this information is calculated so not to cause delays in submitting bid responses.

All questions pertaining to this request will also be submitted through the project website. Questions presented through phone call or email will not be responded to. ALL questions MUST be submitted through the project website.

Failure to provide a complete bid response for this project, including but not limited to, including growth costs in the contract (as requested), failure to provide accurate pricing, failure to provide/include connectivity between the demarc and MDF locations in the service provider contract, failure to provide an executed contract in the bid response, or any other deviation from the requested services, or requirements in this RFP, **WILL** result in respondent being penalized by reduction in awarded points through the Bid Evaluation.

## REQUEST FOR PROPOSAL FOR INTERNET SERVICE PROVIDER SERVICES

### REDWOOD CITY SCHOOL DISTRICT

RFP No: 395-26A.5

**RFP Posting Date:** February 19, 2026  
**Questions Due By:** March 5, 2026, at 3:00 PM  
**PST Proposals Due By:** March 19, 2026, at 01:00 PM  
**PST**

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, Redwood City School District, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at <https://projects.infinitycomm.com> & <https://portal.usac.org/suite/>.

All of these documents shall be made part of and material to the contract for services.

#### AT&T's Response:

AT&T is proposing a contract, which when mutually agreed by the parties, will form the complete and final agreement of the parties. AT&T is open to incorporating the RFP terms and AT&T's associated Response documents, into the final contract to the applicable services. However, the final negotiated contract documents will take precedence over such incorporated documents.

***\*\*Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols.***

***Including but not limited to COVID-19 vaccination requirements.\*\****

#### AT&T's Response:

AT&T understands and will make the contact requested. The foregoing is without limitation to the Proposed Contract Documents.

#### Scope of Work

The Owner is seeking proposals for internet services at 100Mb/s, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

#### AT&T's Response:

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths. Each bandwidth is offered with a 36-month term contract. The proposed 36-month term contract includes 2 voluntary one-year extensions. Extensions will be available upon written request. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

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

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

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

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours.

**AT&T's Response:**

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by the Customer prior to bidding.

Further, the Customer remains responsible for providing a suitable installation site including compliance with AT&T's room-ready requirements and being responsible for hazardous materials as set forth in the Proposed Contract Documents.

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

Maintenance of all Respondents equipment shall be a part of the Respondents responsibility.

**AT&T's Response:**

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

If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to The Instructional Material Center located @ 777 3rd Avenue, Redwood City, CA 94063.

Respondents shall use the attached copy of the Owner's monthly bill that includes each of the Owner's current Billed Telephone Numbers (BTN) / Working Telephone Numbers (WTN) to determine the quantity and scope of the services requested. The successful Respondent will include in their proposal price, at a minimum the following:

1. The cost to provide the same quantity, speeds, and services as the Owner's existing service or equivalent.
2. The cost to retain and/or port all the Owner's existing connections.
3. The cost of all one-time connection and/or installation fees necessary by the Respondent to provide their proposed services.

**AT&T's Response:**

Please see your proposal package for product, pricing and contract details. Also note that there are no installation or special construction charges in this proposal.

Respondents acknowledge by submitting a proposal that the attached bills are only provided for an additional description of the Owner's current services. All proposals will be accepted from the Respondents who have proposed an equivalent to the Owner's current services.

**Internet Access**

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 100Mb/s, or higher.

**AT&T's Response:**

We are proposing AT&T Dedicated Internet (ADI) with multiple bandwidths. Each bandwidth is offered with a 36-month term contract. The proposed 36-month term contract includes 2 voluntary one-year extensions. Extensions will be available upon written request. The proposed service includes a Managed Router which will be owned and maintained by AT&T and leased to the customer.

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

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

2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.

<b>ADI Performance Objective</b>	
Data Delivery	99.95%
Network Latency	37 ms
Network Jitter	1.0 ms (within US)

4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

**AT&T's Response:**

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/>.

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service.

**Internet Connection**

The Respondents cost to provide an Internet Connection, shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing

“point-of-demarcation”.

- a. Point-of-Demarcation: MDF at 777 3rd Avenue, Redwood City, CA 94063.
3. Demarcation hand-off will be an Ethernet RJ-45 copper or Fiber connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
  - a. All TCP/IP protocols
  - b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

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

For the price(s) quoted herein, AT&T will provide only the items of equipment and/or services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid Response, and use of terms and phrases, such as “*all-inclusive*”, “*total cost*”, “*must include all costs*” or similar terms does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

#### **Additional Services List**

If listed below, the bidder will also provide the following new and/or additional services/equipment as a part of their bid package: Please provide pricing for bandwidths at 100Mb/s, 200Mb/s, 500Mb/s and 1,000Mb/s.

#### **E-Rate Requirements**

The services requested in this RFP are dependent on funding from the E-Rate program.

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

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

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

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

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

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

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the

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

The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: [www.universalservice.org/sl/](http://www.universalservice.org/sl/)

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

The AT&T family of companies ("AT&T") has been participating in the E-Rate program for schools and libraries since the program's inception and can provide a complete range of E-Rate-eligible services to assure your schools and libraries are connected. For example, AT&T can provide the following under the E-Rate program: Fiber Broadband, LAN, Ethernet, MPLS, Internet access and eligible infrastructure components. AT&T is proud to bring its telecommunications expertise and knowledge of the E-Rate program to you, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

All contracts entered as a result of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.

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

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

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

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

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

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

Service(s) as soon as is practical following the receipt of the appropriate documentation.

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

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

**AT&T's Response:**

AT&T Enterprises, LLC SLD SPIN specific to AT&T Dedicated Internet (ADI) in this RFP is 143001192.

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

**AT&T's Response:**

With regard to the commencement of work/initiation of service, AT&T understands and agrees that consistent with the terms of the E-Rate Rider, Customer has discretion concerning the commencement of work/initiation of service; provided, however, that any such postponement in the commencement of work/initiation of service by Customer must be exercised in a reasonable manner based on the relevant facts and shall not extend beyond six months without AT&T's written agreement. Consistent with the foregoing, AT&T will not commence work/initiate service without a certified Form 486 and a "Notice to Proceed" being received from Customer.

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the on the USAC website and FCC rules.

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order or verification in writing from the Customer to proceed. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2026 and may not extend past June 30, 2027. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

**AT&T's Response:**

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

AT&T will be glad to coordinate all its activities on the site with Customer, and will endeavor to meet all

mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer, and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

**AT&T's Response:**

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

AT&T understands that the Customer will not be liable to AT&T for any amounts which were the subject of E-Rate funding, but which were denied such funding solely as a result of AT&T's violation of E-Rate rules. Should funding be denied for reasons other than AT&T's violation of E-Rate rules, AT&T will not initiate collection proceedings with respect to the portion of the invoice unpaid as a result of the loss of E-Rate funding while Customer diligently seeks reasonable administrative appeals of such decision.

**Invoicing**

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

**AT&T's Response:**

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. *(For additional information, see AT&T's General Response, the E-Rate Response Supplement to RFP as well as Section 11 of the AT&T E-Rate Rider).*

**Service Provider Invoicing**

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474.

**AT&T's Response:**

Pursuant to E-Rate and FCC Free Services Advisory rules, Customer will be responsible for paying for any amounts for which the SLD does not provide funding, unless E-Rate funding is lost or withdrawn solely as a result of AT&T's violation of E-Rate rules.

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method (See Section 11 of the AT&T E-Rate Rider).

Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner with a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

**AT&T's Response:**

AT&T will comply with all applicable E-Rate rules, but E-Rate rules do not require AT&T to pre-submit invoice copies for Applicant approval prior to filing.

Customer will be responsible to pay all amounts not paid for through the E-Rate program, unless the non-payment is solely a result of AT&T's violation of E-Rate rules. Customer will also be responsible for the timely filing of the Form 486 with USAC and providing such other documentation that may be required

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

#### **BEAR Invoice Method**

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

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

AT&T can accommodate the BEAR billing method to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to it. BEAR payments will be sent by USAC directly to the Applicant. *(See Section 11 of the AT&T E-Rate Rider).*

#### **E-Rate Invoicing and Funding Compliance Protections**

The Service Provider shall be responsible for timely filing a valid FCC Form 473 (Service Provider Annual Certification, "SPAC") with USAC for each funding year and for all eligible services and/or products provided under this agreement, for the full term of the contract. Failure to submit the SPAC by the applicable deadline (typically June 30 following the end of the funding year) may result in the denial or loss of E-Rate funding.

In the event such failure occurs, whether the Owner utilizes the Billed Entity Applicant Reimbursement (BEAR) method or the Service Provider Invoice (SPI) method, and the Owner is denied E-Rate discounts through no fault of its own, the Service Provider shall reimburse the Owner for the full amount of E-Rate discounts that would have otherwise been recoverable. This reimbursement obligation shall include, but not be limited to, unreimbursed eligible costs, penalties, interest, or any repayment obligations incurred by the Owner as a direct result of the Service Provider's noncompliance.

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

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

#### **Termination**

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

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

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

#### **Program Review**

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out Form 471. Respondents are required to complete the table in 'Appendix A'. Additionally, Respondents are required to submit the additional information described in 'Appendix A', as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix A', the Respondents bid can be deemed non-responsive and excluded from the bid.

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

Concerning any site awarded to AT&T where special construction is required, AT&T will comply with applicable E-Rate rules and respond to E-Rate PIA reviews with details requested by the reviewer to the

extent we are able to do so. However, available special construction cost information we are able to provide may not meet USAC's current requests for very detailed cost data for approval of E-Rate special construction funding.

### **Response Package Requirements**

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.

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

AT&T clarifies that while typically, a contractor license is required to "construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building" (*Howard v. State*, 85 Cal. App. 2d 361, 364, 193 P.2d 11, 13 (1948); Cal. Bus. & Prof. Code § 7026), the California Business and Professions Code establishes an exemption to the contractor license requirement for public utilities at Cal. Bus. & Prof. Code § 7042.5. AT&T Enterprises, LLC is entitled to rely on that exemption under applicable law because it is a public utility. See also 78 Cal. Op. Att'y Gen. 261 (1995).

All terms and conditions relating to licenses, permits and consents as well as compliance with laws shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

3. Who does not plan to hold or acquire a valid SPIN and is not in good standing with the FCC/USAC.

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

AT&T Enterprises, LLC SLD SPIN specific to AT&T Dedicated Internet (ADI) in this RFP is 143001192.

4. Who has not successfully performed one project of similar character and scope of the proposed work.

All bidders interested in providing a proposal must submit their bids through the project website at <https://projects.infinitycomm.com>. Proposals will only be received until **March 19, 2026, at 01:00 PM PST**.

Responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed. Responses received after the appointed date and time will be subject to the Owner's Right to Reject any and all proposals.

### **Spam and Robot Bids**

Automated, bulk, or non-specific responses (commonly referred to as spam or robot bids) will not be considered valid bid responses and will be disqualified from consideration. These include, but are not limited to, generic responses not tailored to the RFP, mass submissions without regard to the scope or requirements of the project, and submissions that do not include required documentation or conform to the submission format outlined in this RFP.

Vendors must ensure their submissions are complete, responsive to the specific scope of work, and submitted in accordance with the specifications and instructions provided in this RFP. Redwood City School District reserves the right to disregard any bid that appears to be generated or submitted through automated systems or does not demonstrate a good faith effort to respond to the solicitation in

accordance with the stated requirements.

### **Requests for Information**

Any requests for information regarding this RFP must be submitted through the project website. Respondents requesting information will submit all requests in one, single submission. Bids who fail to comply with this requirement may receive reduced scores in the evaluation for not complying with all requirements of this RFP. The deadline for all questions regarding this RFP will be **March 5, 2026, at 3:00 PM PST**.

### **Required Documents**

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondents will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

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

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

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service. Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for the Customer that would apply as of a certain specified date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

AT&T is experienced with CTF and works through its Regulatory Department to ensure its contracts are timely filed with the CPUC and includes the eligible CTF products/services. Please note that the final determination of CTF eligibility is made by the CPUC and that it is the Owner's responsibility for the outcome of the CPUC's decision on these matters. AT&T will abide by all CTF requirements. Evidence of AT&T's eligibility can be found at the following website: [California Teleconnect Fund](#).

AT&T Services eligible for CTF discounts can be found at: <https://www.corp.att.com/erate/california-teleconnect-fund-program/>.

2. **Service Agreement** – The Respondent will include **a signed and dated copy** of their multi-year Service Agreement (contract and service level agreement) with their proposal. Once all proposals have been received and evaluated, the Owner will sign, date, and return the winning Respondents agreement(s). See "Contract Requirements" section below for a detailed description of the required Service Agreement.

**AT&T's Response:**

AT&T Enterprises, LLC as successor in interest to AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the attached proposed AT&T Master Agreement; (b) corresponding Pricing Schedule(s); (c) the attached AT&T E-Rate Rider (d) any related transactional documents (collectively, the "Proposed Contract Documents"); and (e) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response, including the E-Rate Response Supplement to RFP. *Redwood City School District* may be referred to as the "Customer" within this Response. The pricing submitted in this Response assumes use of the Proposed Contract Documents as the basis of any final, negotiated contract between the parties. Notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor Customer is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are included as part of the Proposed Contract Documents and are available for review at: <http://serviceguidenew.att.com/>. Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

3. **Respondent Information** – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

**AT&T's Response:**

AT&T Enterprises, LLC is successor in interest to AT&T Corp. AT&T Corp. was incorporated in the State of New York on March 3, 1885 (140+ years ago.)

The corporate address for AT&T Enterprises, LLC is 208 S. Akard Street, Dallas, TX 75202.

AT&T Enterprises, LLC is beneficially owned 100 percent by AT&T Inc., which is a publicly-held corporation. AT&T financial information is consolidated and reported at the AT&T Inc. level.

Per the Annual Report (see link, below): "As of January 31, 2024, we employed approximately 149,900 persons."

The most recent Annual Report for AT&T can be found in the Investor Relations section of our website at: <http://www.att.com/gen/investor-relations?pid=9186>

You can find background on corporate governance/leadership as the following website: <https://investors.att.com/corporate-governance/leadership>.

AT&T Enterprises, LLC SLD SPIN specific to AT&T Dedicated Internet (ADI) in this RFP is 143001192.

4. **General Acknowledgement** – Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.
5. **List of References** – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

### AT&T's Response:

Many AT&T customers are willing to discuss their services and their working relationship with us. However, because most businesses carefully protect their proprietary business and network information, they ask us to limit the types of requests that they receive about these services. Since these customers provide reference information as a courtesy to AT&T, we strictly honor their requests for how these contacts are made. If AT&T is selected, we will work with you to obtain reference contacts required to meet your needs.

6. **Respondent Qualifications** – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.
7. **Implementation Plan** – Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

### AT&T's Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order or verification in writing from the Customer to proceed. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

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

AT&T is uniquely qualified to provide proficient technical service for the system proposed herein. Only manufacturer trained Technicians and Service Consultants perform installation, and maintenance on the system. Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

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

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service provider's current pricing as their proposal.

### AT&T's Clarification:

AT&T clarifies that AT&T is proposing a contract, which when mutually agreed by the parties, will form the complete and final agreement of the parties, regardless of any potential AT&T status as an incumbent.

### Contract Requirements

The Owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **MUST** be specifically included in the Respondent supplied agreement. Failure to include any or all of these provisions may result in the Respondent's proposal receiving a reduced score in the evaluation.

### AT&T's Response:

Please see AT&T's General Response. AT&T will provide each of the products and services being

requested pursuant to the terms and conditions contained in the Proposed Contract Documents and this Response. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents. Except as may be specifically clarified by AT&T in this Response, AT&T takes exception to any terms or conditions contained in the Form 470/RFP that are inconsistent with the Proposed Contract Documents. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

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

1. **Terms and Conditions** – The Owner requests proposals that are based on a three (3) year contract term with two (2) optional one (1) year extensions. The initial three (3) year contract term shall start on July 1, 2026 and end on June 30, 2029, not to exceed five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide "better" rates by extending the length of the contract, provide this option as part of the RFP response.

**AT&T's Response:**

The proposed term, any extension period option, or option to renew term shall be set out in the applicable Pricing Schedule to be entered into between the parties subject, however, to product availability and the terms and conditions relating to renewal and withdrawal of service as set out in the Proposed Contract Documents.

Any renewal or extension option period would be exercisable only via mutual written consent.

2. **Growth Clause** – Growth services may or may not be requested by the Owner during the contract term. The Respondent shall include a "Growth Clause" with the maximum charges per month. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speed and bandwidths of 200Mb/s, 500Mb/s and 1,000Mb/s. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades **as per E-Rate guidelines**.

**AT&T's Response:**

AT&T will be providing the products and services proposed hereunder pursuant to the terms and conditions set forth in this Response and those contained in the Proposed Contract Documents. AT&T has configured the system with capacity based on the RFP requirements. While we think our recommended configuration will meet the Customer's needs for reasonable growth, we cannot guarantee it will meet unspecified future growth needs or guarantee compliance with unknown future operational requirements.

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

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

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

If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions, including a mutually agreeable "growth clause".

### **Bid Evaluation**

#### **AT&T's Response to this entire section entitled "Bid Evaluation":**

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

The Owner will evaluate and select the winning proposal based on the following criteria.

1. **Price (30%)** The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet.
2. **Experience (25%)** – The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.
3. **Accuracy of Response (20%)** The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).
4. **Other Cost Factors (15%)** – The Owner will take into consideration all non-E-Rate costs, including, but not limited to, ineligible one time or recurring charges, equipment, cost associated with transition of services, etc.
5. **Service Level Agreement (5%)** – The Respondent shall include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s). The Service Level Agreement shall include reference to the RFP number in which a response is provided. Respondent shall include growth bandwidth and growth pricing as listed in the Service Growth Clause within the Contract, Service Level Agreement and/or reference Respondent submitted proposal for any potential or future upgrades.
6. **Qualifications (5%)** – The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, the provided list of references as requested in the "Request for Information" section within the RFP, technical expertise, and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts.

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

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

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

AT&T does participate in the California Teleconnect Fund. The AT&T family of companies has been participating in the California Telecommunications Fund (CTF) Program since the program's inception.

Evidence of AT&T's eligibility can be found at the following website: [California Teleconnect Fund](#)

Additionally, the Owner will evaluate the Respondent's demonstrated history of compliance with E-Rate program requirements, including but not limited to the timely submission of SPAC filings and the successful execution of SPI and/or BEAR invoicing processes.

### **Protests**

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

**All protests will be responded to in accordance with the Owners Board of Education Policy.**

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

AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

### **Respondent Selection/Contract Award**

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

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

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the Customer to deal with a potential partial award by the Customer. AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

### **Failure to Provide Service**

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than, the difference in cost between the awarded service provider and the next most qualified provider.

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

AT&T will endeavor to meet all mutually agreed contract obligations; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the Customer and/or any contractor or subcontractor employed by the Customer, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify the Customer of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties but would not constitute a breach of contract.

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

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

### **Right to Reject Any and All Proposals**

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received.

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

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule. AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the Customer to deal with a potential partial award by the Customer.

AT&T takes exception to the waiver of "*any irregularities*" portion of this provision as used here and throughout this RFP to the extent that it implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the government procurement process.

The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

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

AT&T takes exception to the portion of this provision that implies that bidder's mere execution and submission of a proposal acts as an acceptance of the terms and conditions in the RFP or of any Customer bid evaluation discretion that exceeds the bounds of applicable law.

AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

**GENERAL ACKNOWLEDGEMENT FORM**

Owner: Redwood City School District  
 Project #: 395-26A.5

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet

**AT&T's Response:**

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

2. Service Agreement

**AT&T's Response:**


AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/>

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.


3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, **\*\*\*ON BEHALF OF AT&T, AND TO THE BEST OF THE**

**UNDERSIGNED'S KNOWLEDGE AND BELIEF\*\*\***  proposes and agrees **\*\*\*to\_ THAT AT&T WILL\*\*\***

 perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**\*\*\*SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S**

**PROPOSAL RESPONSE\*\*\***  Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

**AT&T's Response:**

AT&T submits this RFP Response subject to the specific exceptions and additional information provided in the Response.

See AT&T's General Response. Notwithstanding anything to the contrary, AT&T's signature is provided subject to the general exception provided as part of AT&T's Response to *REDWOOD CITY SCHOOL DISTRICT'S E-RATE RFP FOR ISP SERVICES # 395-26A.5* associated with this document. Further, all affirmations, representations, warranties and similar input from AT&T to this RFP are provided to the best of the undersigned's knowledge and belief.

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

**AT&T's Response:**

AT&T can commit to sign documents in the format proposed with this Response promptly upon agreement of AT&T and Customer on any outstanding issues.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct **\*\*\*TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF\*\*\***.

The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

**AT&T's Response:**

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

AT&T complies with the E-Rate lowest corresponding price rule and other E-Rate rules as applicable. AT&T will be responsible for an AT&T violation of the lowest corresponding price rule to the extent required by applicable E-Rate rules.

The Respondent acknowledges and agrees that they are responsible for timely filing FCC Form 473 (Service Provider Annual Certification, "SPAC") for each funding year and for all eligible services and/or products provided under their agreement, for the full term of the contract.

**AT&T's Response:**

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

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

**AT&T's Response:**

The information and pricing contained in this Proposal is valid for a period of **90** days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate

Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. If this Proposal includes a promotional offer with a specified end date, the promotional pricing and terms shall remain valid through the earlier of that end date or until the E-Rate filing window closes for the upcoming E-Rate Funding year.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER

~~\*\*\*and acknowledges their sufficiency\*\*\*~~. 

**AT&T's Response:**

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by customer prior to bidding.

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

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

**AT&T's Response:**

See AT&T's General Response. AT&T submits this RFP Response subject to the specific exceptions and additional information provided in the Response.

For clarification, AT&T will endeavor to meet all mutually agreed to implementation dates/contract obligations; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the Customer and/or any contractor or subcontractor employed by the Customer, manufacturer (to include equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify the Customer of any equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties but would not constitute a breach of contract.

AT&T will provide services and, as appropriate, install, implement and cutover the system components called for in the agreed specifications for final acceptance of the services by the Customer. The services and components provided will operate in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties.

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

AT&T will not begin work related to the Services and/or equipment (including, without limitation,

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

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

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

NAME OF RESPONDENT: **AT&T Enterprises, LLC**

ALL PARTNERS OR LEGAL NAME OF CORPORATION: **AT&T Enterprises, LLC**

AUTHORIZED CONTACT: **Elizabeth Beppu**

BUSINESS ADDRESS: **208 S. Akard Street, Dallas, TX 75202**

TELEPHONE: **209-818-0592 (Bidder Bonnie Rodriguez)**

EMAIL: **yr6767@att.com (Bidder Bonnie Rodriguez)**



BY:

(SIGNATURE IN INK)

TYPE OR PRINT NAME OF TITLE AND SIGNATURE:

**Elizabeth Beppu**  
**Manager, Technical Sales**

SERVICE PROVIDER IDENTIFICATION NUMBER: **143001192**

DATE: **03/12/2026**

**AT&T's Response:**

**Notwithstanding anything to the contrary, AT&T's signature is provided subject to the general exception provided as part of the *REDWOOD CITY SCHOOL DISTRICT'S E-RATE RFP FOR ISP SERVICES # 395-26A.5* associated with this document.**

**Further, all affirmations, representations, warranties and similar input from AT&T to this RFP are provided to the best of the undersigned's knowledge and belief.**

**AT&T's Response:**

AT&T Enterprises, LLC SLD SPIN specific to AT&T Dedicated Internet (ADI) in this RFP is 143001192.

**Appendix A: Special Construction Cost Breakdown**

**AT&T’s Response:**

Please note that there is no special construction in this proposal.

Owner: Redwood City School District  
 Project #: 395-26A.5

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Cost	Segment	Eligible Cost	Ineligible Cost
Total project mileage and costs						

**AT&T’s Response:**

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

AT&T’s proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of

submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal Response. Equipment or services which are not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.

**AT&T's Response:**

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

3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
  - a. Historical preservation or environmental issues
  - b. Bridge, waterway, railway, or highway crossings
  - c. Galvanized conduit
  - d. Directional boring through hard rock or under a paved surface
  - e. An excessive number of handholes, marker posts, or other OSP materials
  - f. Expensive pole attachment fees or make ready costs.

**END OF RFP**



**MASTER AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country:  With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

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

SAMPLE

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

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

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

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

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

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

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will

eCRM ID:

UA VER III 11/16/2012

ATTUID:

AT&T and Customer Confidential Information

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## MASTER AGREEMENT

furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

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

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

### 4. PRICING AND BILLING

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

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

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

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

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

## MASTER AGREEMENT

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

## 5. CONFIDENTIAL INFORMATION

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

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

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

## 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
  - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

## MASTER AGREEMENT

- (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
- (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
- (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES,

CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

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

## 7. THIRD PARTY CLAIMS

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

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is

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not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

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

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

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

## 8. SUSPENSION AND TERMINATION

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

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

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

## MASTER AGREEMENT

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

### 8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

## 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

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

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

### 10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

## MASTER AGREEMENT

- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- 10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
- 10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.
- 10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.
- 10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.
- 10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.
- 10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.
- 10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.
- 10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.
- 10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.
- 10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

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

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

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

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

“**Cutover**” means the date Customer’s obligation to pay for Services begins.

“**Effective Date**” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

“**MARC-Eligible Charges**” means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the

## MASTER AGREEMENT

Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

**"Minimum Payment Period"** means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

**"Minimum Retention Period"** means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

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

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Service Publications"** means Tariffs, Guidebooks, Service Guides and the AUP.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

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

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

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

SAMPLE



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

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

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

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

**AT&T and Customer Confidential Information**

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**1. SERVICES**

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

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

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

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

**3. MINIMUM PAYMENT PERIOD**

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

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

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

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

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

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

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

\* Speed not available with MPLS PNT.

†Speed available only with MPLS PNT Feature.

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

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

\* Service not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 3: Burstable T-1**

Discount: : T1B %

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

**Table 4: DNS Services**

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

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

Discount: T3F %

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

AT&T and Customer Confidential Information

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

\* Access Method not available with MPLS PNT.

**Table 6: Burstable T-3**

**Discount: T3B %**

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

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

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

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

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

Discount: ST1T3 %

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

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

Discount: ST1T3 %

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

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

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

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	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	BNR %
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT1: \$350 T3 & OC3: \$875	OLB %

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

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

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

**Table 12: ADI Tele – Installation**

**Discount:** tele\_install %

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

\* Service not available with MPLS PNT.

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

# Pricing also applies to Service locations in Alaska.

**Table 13: ADI Tele – Installation**

**Discount:** tele\_install %

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

\* Service not available with MPLS PNT

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

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# Pricing also applies to Service locations in Alaska

**Table 14: On-Site Installation**

**Discount:** onsite\_install %

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

\* Pricing also applies to Service locations in Alaska.

**Table 15: On-Site Installation**

**Discount:** onsite\_install %

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

\* Pricing also applies to Service locations in Alaska.

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

**Discount:** OC3T %

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

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

\* ATM not available with MPLS PNT.

**Table 17: Burstable OC-3**

**Discount: OC3B %**

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

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

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

**Table 19: Tiered OC-12**

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**Discount: OC12T %**

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

**Table 20: Burstable OC-12**

**Discount: OC12B %**

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

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

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

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

**Table 22: Tiered OC-48**

**Discount: OC48T %**

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

**Table 23: Burstable OC-48**

**Discount: OC48B %**

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

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

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

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

**Table 25: Flexible Bandwidth Billing Option – Ethernet\***

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

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

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

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

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

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

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

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

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

\* Service not available with MPLS PNT.

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

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

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

\* Service not available with MPLS PNT.

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

**Table 29: Integrated Port and Access**

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

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

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

\* Service not available with MPLS PNT.

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

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

\* Service not available with MPLS PNT.

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

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

Discount: cos\_mo %

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

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

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

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

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

Discount: cos\_mo %

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

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

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

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

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

Discount: cos\_mo %

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

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

\*\*Not available with MPLS PNT.

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

Discount: cos\_nrc %

Class of Service Undiscounted Installation Fee#	\$1,000
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\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 36: ADI+NCS Option**

Discount: ADI\_ncs %

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

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**Table 37: ADI + NCS  
 Installation**

Discount: ncs\_prep\_nrc %

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

**Table 38: MPLS PNT Feature**

Discount: mpls\_ocx\_mo %

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

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

**Table 39: MPLS PNT UniLink Feature**

Discount: UniLink %

Access Method	Speed	Undiscounted ADI PNT and ADI PNT w/ Managed Router* MRC
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Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

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

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

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

\*Not available with MPLS PNT.

**Table 41: Aggregate Pricing\***

Usage Algorithm Selected: usage\_alg

Sustained Usage Level: sust\_usage

Price Point Calculation: prpt\_calc

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

\*Not available with MPLS PNT.

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

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

\*Not applicable to MPLS PNT.

**Table 43: Local Access**

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
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<b>Street, City, State, Zip</b>			
<CL>Loc</CL>	<CL>AccBand</CL>	<CL>LANRC</CL>	<CL>LARC</CL>

**Table 44: Professional Services**

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

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

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

\* Service not available with MPLS PNT.

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

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

\* Service not available with MPLS PNT.

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

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

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

**Discount: replacement\_mo %**

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

\* Pricing also applies to Service locations in Alaska.

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

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

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

\* Pricing also applies to Service locations in Alaska.

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

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

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

\* Pricing also applies to Service locations in Alaska.

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

**Discount: 100%**

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

**Table 5: IP Version Change**

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

IP Version Change – Per Site, Per Occurrence	\$500*
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\* Pricing also applies to Service locations in Alaska.

**Section III: Managed Firewall Service**

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

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

\* Pricing also applies to Service locations in Alaska.

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

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

\* Pricing also applies to Service locations in Alaska.

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

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

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

\* Pricing also applies to Service locations in Alaska.

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

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

\* Pricing also applies to Service locations in Alaska.

**Table 5: Server Based Firewall Options**

**(i) Monthly Service Charges**

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

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

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

\* Pricing also applies to Service locations in Alaska.

**(ii) Installation Fees**

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

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

\* Pricing also applies to Service locations in Alaska.

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

**Discount:** fw\_tho %

Option	Undiscounted Installation Fee*
Triple Homed Option	\$500

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

**AT&T DEDICATED INTERNET  
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**Table 7: On-Site Maintenance/Service Level Response Time Options - Monthly Charges**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Discount: mids\_sa\_mo %

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

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

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

Discount: mids\_sa\_nrc %

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

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

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

Discount: mids\_bu\_mo %

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

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

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

Discount: mids\_bu\_nrc %

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

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

**Section V: Additional Service Fees**

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

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

End of Document



## E-Rate Rider

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

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

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

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

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

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## E-Rate Rider

### 6. Customer Must Choose A or B

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

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

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

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

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

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

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

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

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

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

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

A. Accordingly, Customer hereby:

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

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

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

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

### 8. Terms of Equipment Usage

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

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

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

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

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

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

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

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

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

Accordingly, Customer hereby:

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

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

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

### 10. Unforeseen Special Construction Charges

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

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

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

### 11. USAC Invoicing Method- Customer Must Choose A or B.

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

- A.  [OPTION “A” SPI Method] – In order for AT&T to accurately bill USAC and the Customer using the SPI method consistent with the E-rate rules, AT&T must be able to identify which services provided to the Customer are supported by E-rate. Consequently, to utilize the SPI method Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter, and, NO LATER THAN 90 days after receipt of their initial welcome letter provide and certify to AT&T an accurate list of the applicable Billing Account Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that, if it fails to provide an accurate list of the applicable Billing Account Numbers for E-rate supported services per their Form 471 funding application for each Funding Request Number, it will utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.

Customer further agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence.

- B.  [OPTION “B” Bear Method]

Under current rules, Service Providers have no involvement in the BEAR invoice process. To ensure accurate record retention requirements for USAC audits, Customer agrees to provide AT&T with an accurate list of the applicable Billing Account Numbers for services per their Form 471 funding application for each Funding Request Number for which the BEAR method is sought.

The Billed Entity is required to pay the Service Provider's bill(s) in full before submitting a Form 472 BEAR to USAC to request funding reimbursement. Once the invoice is submitted, USAC will review it, and if approved, the reimbursement payment will be sent directly to the Billed Entity.

### 12. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety

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(90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

### 13. Invoice Timing

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

### 14. Contract Requirements.

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

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

SO AGREED by the Parties' respective authorized signatories:

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

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