



E-Rate Proposal for Newport-Mesa Unified School District

January 21, 2026

To:
Asim Babovic
Director, Information Technology
Newport-Mesa Unified School District
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From:
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Executive Summary

In response to the Newport-Mesa Unified School District E-Rate Form 470 #260006988, REQUEST FOR PROPOSAL (RFP) # 109-26 WIDE AREA NETWORK (WAN) SERVICE, 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. Using E-Rate services, your organization can take advantage of technology to expand the ways you provide education and support your staff.

Educators are increasingly using advanced technology to stimulate active learning and encourage participation. In this new system, students are more motivated and engaged, learning is more personalized, and student collaboration becomes a critical classroom resource. The new model relies heavily on technology; however, employing that technology effectively in the classroom can be challenging.

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 Wavelength Metro (AWM) (formerly AT&T Dedicated Ethernet, ADE)** is a fiber-based, point-to-point solution that connects your data service within the same local access and transport area (intraLATA) and transmits data at speeds from 1G up to 400 Gbps as either native Ethernet or Optical Transport Network (OTN) formats. AT&T Wavelength Metro supports an unprotected and non-diverse configuration and also offers you optional diversity and data protection features.

The solution provides these key features:

- **Dedicated, Private Line Fiber-Optic Facility** provides high performance and reliable data transmission that reduces switching or routing that could introduce latency or jitter. And, your traffic remains separate from all other customers' traffic.
- **Fiber-Optic Technology and End-to-End Network Monitoring** help maintain 24x7 service reliability. These features help you to streamline network maintenance so that you can detect problems early and resolve them quickly.

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:

- **Best Practices for Education Networks**—As educators prepare for the digital future, connectivity has the power to deliver engaging, high-value personalized learning to advance student success and equity in education. That's why AT&T Public Sector provides agile, affordable and innovative solutions for K-12 schools, colleges and universities to connect students and reimagine the campus experience. Schools, colleges and universities connect more than 700,000 students and teachers across 50 states with mobile broadband connectivity.
- **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.
- **Education Experience**—We bring considerable technology, expertise, and education experience to your institution. AT&T has participated in federal school and library funding programs such as E-Rate for decades, and we're one of the E-Rate program's largest service providers. That's just one of the ways we're helping to expand affordable access to advanced connectivity services. We remain committed to making broadband available for all students, paving the way to participate equally in education. For more information on how AT&T is helping close the homework gap, visit www.att.com/closethegap.
- **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.

- **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.





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.

Solution Pricing

Pricing for AT&T Wavelength Metro AWM (formerly AT&T Dedicated Ethernet) is a layer 1 dedicated Ethernet service and based on the following term: 36 months with two optional 12 month extensions.

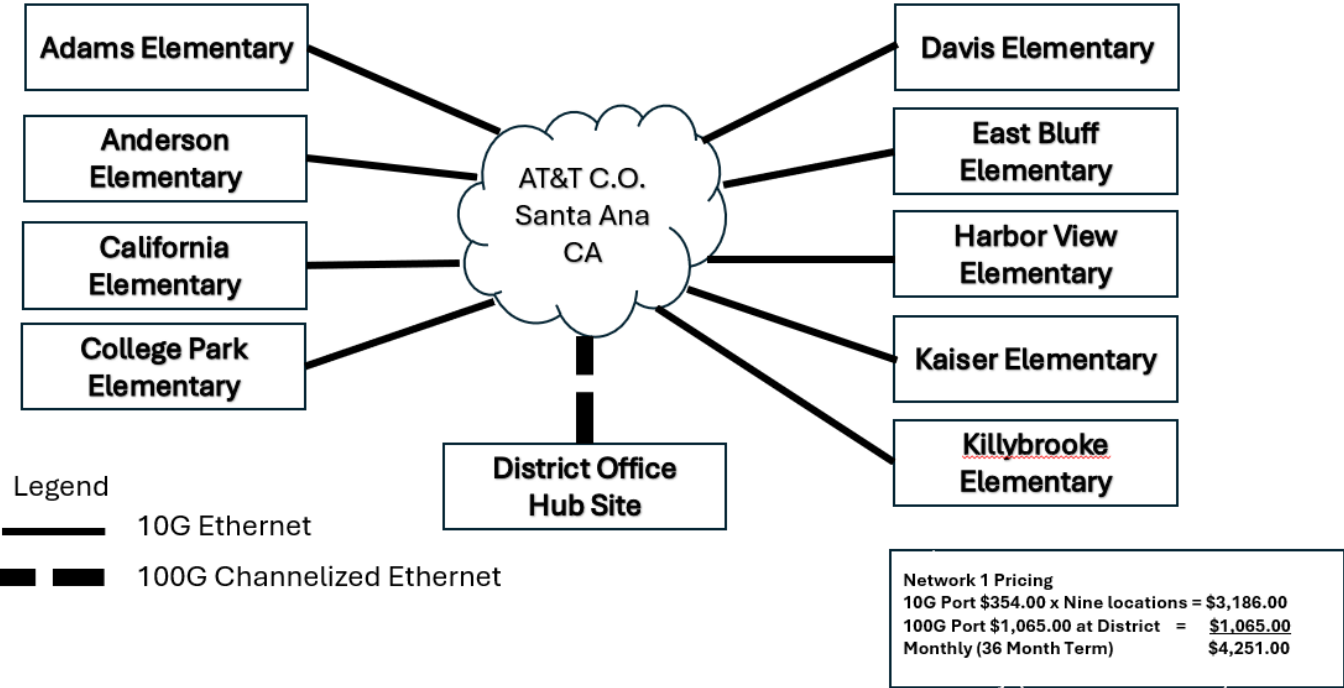
Note: MRC = monthly recurring charge and NRC = non-recurring charge

AT&T is proposing a combination of Channelized AWM service with four network designs. Four 100G OTU4 channelized circuits at the hub with a total of thirty four 10G spokes out to individual sites. Please see the network diagrams below.

AWM circuits will terminate on the MPOE we are not proposing any hardware.

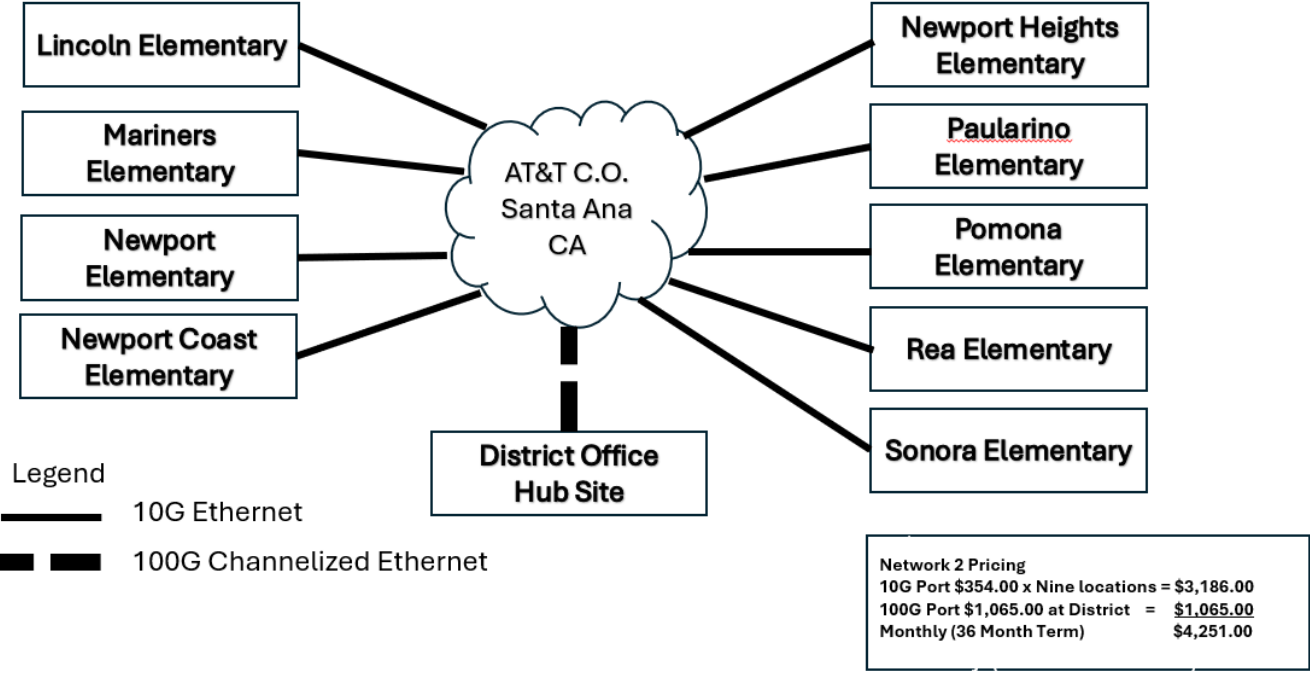
Newport-Mesa Unified School District WAN Channelized AT&T Wavelength Metro (AWM) - Network 1

Nine sites with 10G Ethernet to AT&T CO, channelized then delivered to District Office on a 100G OTU4 Ethernet Circuit.



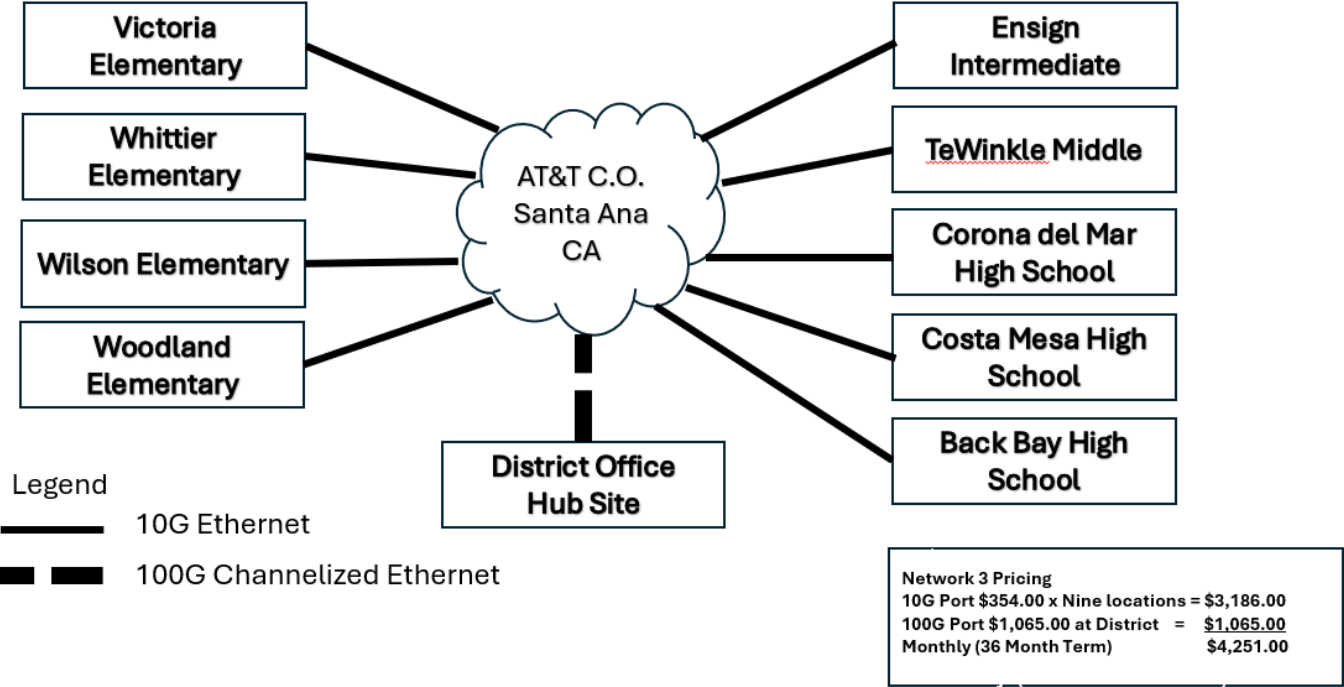
Newport-Mesa Unified School District WAN Channelized AT&T Wavelength Metro (AWM) - Network 2

Nine sites with 10G Ethernet to AT&T CO, channelized then delivered to District Office on a 100G OTU4 Ethernet Circuit.



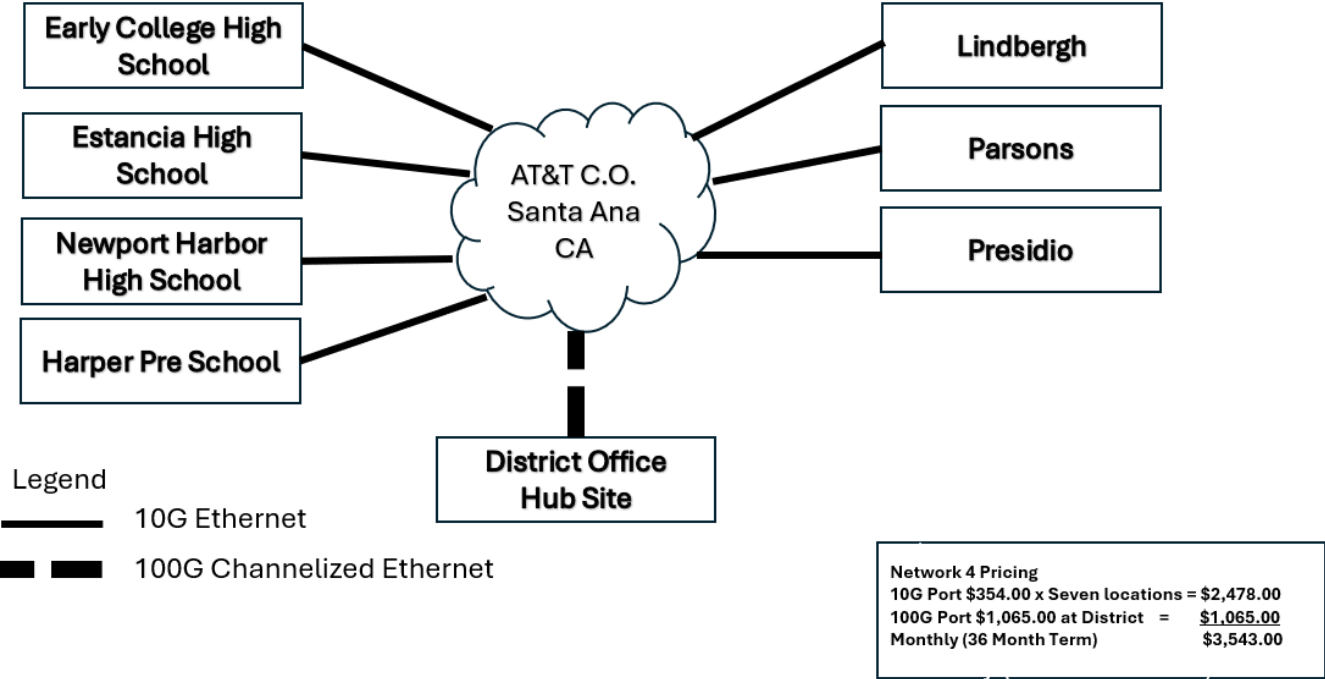
Newport-Mesa Unified School District WAN Channelized AT&T Wavelength Metro (AWM) - Network 3

Nine sites with 10G Ethernet to AT&T CO, channelized then delivered to District Office on a 100G OTU4 Ethernet Circuit.



Newport-Mesa Unified School District WAN Channelized AT&T Wavelength Metro (AWM) - Network 4

Seven sites with 10G Ethernet to AT&T CO, channelized then delivered to District Office on a 100G OTU4 Ethernet Circuit.



AT&T Wavelength Metro Pricing - 36 MO TERM with Two Optional 12 Month Extensions				
ITEM	LOCATIONS	MONTHLY	QTY	TOTAL MONTHLY
10G Port	34 Sites (Network 1,2,3,4)	\$354.00	34	\$12,036.00
100G Port	4 Sites (Network 1,2,3,4)	\$1,065.00	4	\$4,260.00
	MONTHLY TOTALS			\$16,296.00

Product	Service Provider Identification Number (SPIN)
AT&T Wavelength Metro (AWM)	143002665

AT&T Wavelength Metro (AWM) formerly (ADE)

Service Monitoring & SLA

The AT&T Wavelength Metro network has in-band alarming and monitoring capability. Every AT&T Wavelength Metro circuit will be connected to a central office-based monitoring location somewhere in the circuit path, to enable monitoring and alarming. AT&T Wavelength Metro is monitored 24 hours per day, seven days per week, with in-band alarming. In-band alarming offers NOC and CO based access to circuits for monitoring, alarming, and remote testing. Outages must be reported by the customer, and the circuit must be made available to AT&T for testing. Upon receiving a trouble report, AT&T will undergo cooperative testing with the customer and / or arrange a field dispatch in order to isolate the trouble and repair any defect in the AT&T network. AT&T is not responsible for trouble that occurs on the customer’s side of the demarcation point.

Customers frequently ask for SLAs associated with latency and jitter, as these factors have a major impact on some applications, such as Voice over IP (VoIP). Most Requests for Proposal (RFPs) and consultant guidelines ask for these parameters. AT&T Wavelength Metro does not have SLAs or objectives in this area, but the reasons for not having them are valid and need to be understood by customers. In most cases, when this understanding is gained, the need for measurement is eliminated. Many services in the industry are offered over networks that include elements of switching, routing, or shared path, which can cause congestion or varied performance in packet delivery. Internet or public/private IP networks are a prime example, but even certain services such as Frame Relay, ATM and Switched Ethernet (such as ASE service) also have elements with switching and potential congestion. Thus most of these services need to include latency and jitter parameters that represent worst-case performance commitments. AT&T Wavelength Metro is a dedicated service with no network switching, routing, or shared path that would impact packet delivery rate. The latency involved with AT&T Wavelength Metro is a function of propagation (the speed AT&T Proprietary (Internal Use Only) Not for use or disclosure outside the AT&T companies except under written agreement 29 of signal across the distance-- the speed of light), and the regeneration that occurs in the Network Terminating Equipment (NTE) on customer premises and in the one or more Central Office (CO) gateway/repeaters. The aggregate of these two factors varies by specific design, but would be a matter of microseconds, rather than the milliseconds. As a dedicated circuit, packets travel the same path in all cases, so there should be no discernable jitter (variation in packet delivery rate).

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.

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	Lee Beringsmith SPECIALIZED SALES-ACCOUNT MANAGEMENT +1 916.559.7001 LB5439@att.com
Account Manager	Steve Cotton, LEAD CLIENT SOLUTIONS EXEC 3 HYBRID Office: +1 408.930.7949 Email: SC4008@att.com

Proven experience makes AT&T the clear choice: we've provided service to thousands of E-Rate-eligible entities. And, we'll work with you to develop a comprehensive, cost-effective solution that supports your current needs yet allows for growth when necessary. We look forward to discussing our proposal.

Important Information

AT&T Wavelength Metro is provided by AT&T's Incumbent Local Exchange Carrier (ILEC) affiliates within their 21-state operating territories, and by AT&T's Competitive Local Exchange Carrier (CLEC) affiliates (Teleport Communications America, LLC (TCAL) or its subsidiaries) in selected areas throughout the United States.

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. 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 and Cost Allocation Guidelines for Services at 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).

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.

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Copyright Notice and Statement of Confidentiality—© 2025 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 to review and evaluate the information contained herein.

**AT&T'S GENERAL RESPONSE TO
NEWPORT-MESA UNIFIED SCHOOL DISTRICT'S RFP# 109-26 FOR WAN SERVICE
("AT&T'S GENERAL RESPONSE")**

AT&T Enterprises, LLC as successor in interest to AT&T Corp. ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the attached proposed AT&T Master Agreement (sometimes referred to as the AT&T Unified Agreement); (b) corresponding Pricing Schedule(s); (c) the attached AT&T E-Rate Rider (d) any related transactional documents (collectively, the "Proposed Contract Documents"); and (e) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response, including the E-Rate Response Supplement to RFP. *Newport-Mesa Unified 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 **Newport-Mesa Unified School District’s RFP# 109-26 for WAN Service**, 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.** Pacific Bell Telephone Company will provide the services hereunder. Evidence of Pacific Bell Telephone Company’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. **Pacific Bell Telephone Company’s Service Provider Identification Number (“SPIN”) is 143002665, and its Federal Communications Commission Registration Number is 1551530.**

The screenshot displays the FCC's Commission Registration System (CORES) interface. At the top, the FCC logo and 'FCC Registration' text are visible. The main heading is 'Commission Registration System (CORES)'. Below this, there are navigation links for 'FCC > FCC Registration > Manage Existing FRNs > FRN Financial' and a login status 'Logged In As: gm909g@att.com | Logout'. The 'FRN Financial' section is active, showing a table of FRN entries. The table has columns for 'FRN', 'FRN Name', 'Red Light Status', and 'Action'. One entry is shown for FRN 0001551530, Pacific Bell Telephone Company - AT&T California, with a 'Green Light' status and a 'View/Make Payments' link. The table is filtered to show 1 of 1 entries out of 215 total entries. Navigation links like 'Go Back', 'Previous', and 'Next' are also present.

FRN	FRN Name	Red Light Status	Action
0001551530	Pacific Bell Telephone Company - AT&T California	Green Light	View/Make 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.

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- **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.

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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. 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 and Cost Allocation Guidelines for Services at 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.

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Newport-Mesa
Unified School District

E-RATE YEAR 29 (2026/2027)

REQUEST FOR PROPOSAL (RFP)
109-26

WIDE AREA NETWORK (WAN) SERVICE

PROPOSAL DEADLINE DATE:
January 22, 2026 By
4:00 p.m.

PROCUREMENT TIMELINE	
FCC Form 470 Number	#260006988
RFP ISSUED AND POSTED	December 3, 2025
Contact e-mail	jgeiszler@nmusd.us
DEADLINE FOR QUESTIONS*	January 2, 2026, 4:00 P.M. PST
DISTRICT POST Q&A	January 7, 2026
PROPOSALS DEADLINE	January 22, 2026, at 4:00 P.M. PST

*Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Questions. See Section III for additional details.

I. OVERVIEW

To reach the goal of sufficient broadband access for enhanced K-12 learning and improved school operations, NEWPORT MESA UNIFIED SCHOOL DISTRICT (NMUSD) is requesting the following leased lit fiber requirements such that it can meet targets specific to connectivity and support. The intent is to achieve an industry-standard based infrastructure, which will enhance educational and administrative activities at all sites with the flexibility and support for future needs and activities. The leased lit fiber will provide dedicated connections wide area network (WAN) services. It is expected that the service provider will deliver any required equipment, configure and install the equipment at NMUSD'S location, and maintain the District's wide area network (WAN) services end to end.

The current NMUSD Network Operations Center (NOC) is located at the NMUSD Administrative Offices, 2985 Bear St., Costa Mesa, CA 92626. NMUSD has more than 19,000 students, 3,200 personnel and 32 instructional campuses made up of 22 Elementary Schools (ES), 2 Intermediate Schools (IS), 4 High Schools (HS), 4 Alternative Educational Schools, 4 Operational sites for a total of 36 sites. Currently, each site has a 10 GB Ethernet link for WAN connectivity.

Newport Mesa Unified School District (NMUSD), hereafter referred to as Applicant, is requesting proposals for leased lit fiber (without Internet access) for delivery of wide area network (WAN) services to the district.

II. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries ("Applicant" or "Applicants") across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services, and maintenance is determined by the Federal Communications Commission ("FCC"). Funding is made available upon application approval by the Universal Service Administrative Company ("USAC"), which was established by the Act. The amount of the discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

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.

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

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.

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception. 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. Further, individuals who are newly assigned to E-Rate activities are required to complete online E-Rate Compliance training prior to engaging in such activities. AT&T E-Rate Training

material is based on FCC/USAC E-Rate program rules and information primarily from the SLD website @ <http://www.universalservice.org/sl/>. In addition, AT&T maintains a team of Regional E-Rate Subject Matter Specialists who provide E-rate Sales and Compliance direction to E-Rate Sellers and our Operational Support teams. Further, there are other AT&T staff members in Compliance, Legal and Regulatory organizations who provide supplemental E-rate guidance as required.

- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

AT&T’s Response:

Pacific Bell Telephone Company SLD SPIN specific to AT&T Wavelength Metro (AWM) in this RFP is 143002665.

- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

AT&T’s Response:

The Federal Communications Commission Registration Number (“FCCRN”) for Pacific Bell Telephone Company is 1551530.

- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red-Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

AT&T’s Response:

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

- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2026.

AT&T’s Response:

Unless the parties agree otherwise, billing, and/or service will not begin for this contract until July 1, 2026.

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 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.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC approved extensions).

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.

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.

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

- g. Goods and services provided shall be clearly designated as "E-rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.

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.

h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

AT&T’s Response to this section entitled “Category 2 Services” in its entirety:

The products and/or services requested in this section entitled “*Category 2 Services*” are not applicable to AT&T’s offering. For avoidance of doubt, AT&T is not proposing Category 2 services in this Response.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

AT&T’s Response:

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

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.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

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.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowestcorresponding-price/>.

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.

- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain>.

AT&T's Response:

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 \(usac.org\)](#)

- m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.
- n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not preapproved by the Applicant will not be allowed.

AT&T's Response:

Proposed prices do not include applicable taxes, surcharges or fees. 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 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'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.

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

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/servicesubstitutions/>.

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.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

AT&T's Response:

AT&T cannot agree to this section as written. 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.

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

All terms and conditions relating to compliance with laws as well as Confidentiality and Nondisclosure obligations shall be as set forth in the Proposed Contract Documents, in particular Section 10.12 ("*Compliance with Laws*") and Section 5 ("*Confidential Information*"), respectively, of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility, and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments, or funding recoveries.

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.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supplychain/>.

AT&T's Response:

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 \(usac.org\)](#).

- a. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-servicesadvisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC, request it.

AT&T's Response:

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

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.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2026 funding year (July 1, 2026). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

AT&T's Response:

Unless the parties agree otherwise, billing, and/or service will not begin for this contract until July 1, 2026.

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 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.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

AT&T's Response:

Unless the parties agree otherwise, billing, and/or service will not begin for this contract until July 1, 2026.

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

Category 2

AT&T's Response to this section entitled "Category 2 Services" in its entirety:

The products and/or services requested in this section entitled "*Category 2 Services*" are not applicable to AT&T's offering. For avoidance of doubt, AT&T is not proposing Category 2 services in this Response.

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of the funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

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 (*See Section 10 of the AT&T E-Rate Rider*).

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.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

AT&T's Response:

See AT&T's General Response. For clarification, 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. When the work and components specified in this Response complete manufacturer-recommended test protocols, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

AT&T's Response:

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.

6) FCC/USAC AUDITS

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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 (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.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

AT&T's Response:

Initial Monthly Recurring Charges (MRC) and any optional renewals will be at the same rate and will have a coterminous expiration with the original date of the Agreement.

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".

Please see the attached E-Rate Rider.

AT&T can agree to an extension of the contract period to the end of the E-Rate funding year; however, it would not be able to agree on an abbreviation of the contract period if the full contract term has not yet been met.

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions). THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will

be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

AT&T's Response:

AT&T takes exception to this provision. Among other things, the clause demands familiarity with the impact of "unknown tariff(s)," which due to being unknown, is not possible. Proposed prices do not include applicable taxes, surcharges or fees. 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 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'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 will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

9) CTF Requirements

In addition, the managed broadband Internet services must also be eligible for and receive, the applicable discounts funded through the California Teleconnect Fund (CTF), which is administered by the California Public Utilities Commission (CPUC). In accordance with CPUC, resolution T-16763, all E-Rate program discounts must be posted via the Service Provider Invoice Form 474. The District will not file a Billed Entity Applicant Reimbursement (Form 472) for applicable E-Rate discounts. NMUSD will require that the awarded service provider ensure that all the components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

AT&T's Response:

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 a customer's CTF eligibility is made by the CPUC and that it is Customer's responsibility for the outcome of the CPUC's decision on these matters. AT&T abides by all CTF requirements. Evidence of AT&T's participation in the CTF Program can be found at the following website: California Teleconnect Fund

<https://www.corp.att.com/erate/california-teleconnect-fund-program/>.

I, the undersigned, as an authorized agent of Pacific Bell Telephone Company (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, ***and to the best of the undersigned knowledge and belief RA***am fully compliant and intend to cooperate with the E-rate process as outlined above*** SUBJECT TO THE EXCEPTIONS, CLARIFICATIONS AND RESPONSES SPECIFIED IN AT&T'S PROPOSAL RESPONSE RA***.

Signature: Ryan Adams Title: Lead Technical Consultant

*****ALL INFORMATION IS PROVIDED TO THE EXTENT OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF**

RA ***

Phone Number: 608-888-5594 Email: ra536q@att.com

Service Provider Name: Pacific Bell Telephone Company

Service Provider FCC Registration Number: 1551530

Service Provider Identification Number: 143002665

III. PROPOSAL CONDITIONS

1. **Definitions:**

- a. As used herein, “RFP” means this Request for Proposal, RFP 109-26.
- b. As used herein, “District” or “NMUSD” means the Newport Mesa Unified School District.
- c. As used herein, “Offeror” means the Firm or Contractor submitting a Proposal.
- d. As used herein, “Offer” means the Proposal.
- e. As used herein, “Contract” means an associated Agreement with the District.
- f. As used herein, “Contractor

2. **Explanations to Offerors:**

If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request for such explanation. Requests should be made via the project page on the District’s PlanetBids web portal. Responses will be posted for all offerors to view via the PlanetBids project page.

If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the District in writing.

3. **Amendments**

Offerors are advised that the District reserves the right to amend this RFP at any time, prior to the RFP closing date. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date. All addendums will be posted on the District’s PlanetBids Web Portal.

Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by the following means:

Include Signed Addenda with Firm Proposal/Offer Form

Failure to acknowledge in writing the receipt of any amendments may result in proposal rejection.

4. Validity Of Firm Proposal/Offer

Each proposal/offer must be a firm irrevocable offer and remain open and valid for sixty (60) days after RFP closing 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.

5. Modification Or Withdrawal Of Proposal

An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

6. Late Proposals

No proposal or proposal modification received after the due date deadline will be considered.

7. Incurred Costs

The District is not obligated to pay any costs incurred by Offeror in the preparation of a Proposal in response to this RFP. Offeror agrees that all costs incurred in developing a Proposal are the Offeror's responsibility.

8. Protests After Award

Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director, Purchasing and Warehouse.

IV. EVALUATION CRITERIA

It is the intent of the District to award this RFP based on the Best Overall Value to the District and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the NMUSD all such information, and data requested by the NMUSD to help in determining the Proposer's qualifications and responsibility. NMUSD reserves the

right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

All prospective Proposers are advised no contract will be created between the District and a prospective Proposer simply by virtue of said Proposer's submission of the lowest responsible proposal, or submission of the lowest-priced proposal. The District expressly retains its authority and ability to select and/or reject all proposals. The District shall evaluate and consider all proposals based on a combination of factors, including price and other factors in determining which proposal provides the best overall value to the District. The District must consider any of the following in determining to whom to award a contract. Proposals will be evaluated based on the following categories:

% Weight	Criteria
25%	E-rate eligible recurring and one-time circuit costs ¹
5%	E-rate ineligible recurring or one-time costs ⁶
15%	The estimated delivery date of service (timeline is of the essence)
15%	Provider references ⁷
15%	Ability to support requirements of this RFP ³
15%	Service reliability and dedicated infrastructure ⁵
5%	Proposed contract terms and conditions ⁴
5%	Complete bid submission ²

Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information

3. Ability to support requirements of this RFP: proposed solution clearly meets the Applicant's requirements and needs
4. Proposed contract terms and conditions: the Proposed contract has flexibility and terms desired by Applicant
5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
7. Provider references: response included K12 references that were similar in size and scope

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.

V. SCOPE OF WORK

Section 1: Background

Newport Mesa Unified School District (NMUSD), hereafter referred to as Applicant, is requesting proposals for leased lit fiber (without Internet access) for delivery of wide area network (WAN) services to the district. Service is preferred to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed in the attached Table 1 – NMUSD Locations sheet. The new service is planned to begin on July 1, 2026, which represents the expiration of the current WAN service.

AT&T's Response:

Unless the parties agree otherwise, billing, and/or service will not begin for this contract until July 1, 2026.

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

Section 2: Service Requests

1. The applicant is seeking bids for a fully managed WAN solution. Leased Lit Fiber (without Internet Access) is the E-rate Category 1 service option to choose when bidding

point-to-point wide area network (WAN) connections. WAN connections are point-to-point fiber connections that connect individual instructional/non-instructional facilities in the same school district. See Section 3 for solution requirements.

2. Network Design and Construction Routes

- a. The applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. In accordance with E-rate guidelines, the applicant has rated the cost of service as the highest weighted factor in its decision criteria.
- b. Due to current and future bandwidth needs, respondents are encouraged to provide a dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers.
- c. Respondents should clearly illustrate the proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting the rationale for chosen build route(s).
- d. The applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

3. Special Construction

- a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement has changed starting the funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate21st-century-connectivity>) for more information.

AT&T's Response:

There are no special construction charges associated with the services proposed specific to this RFP Response.

- b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
- c. Special Construction Payment Plan Option

- i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (the portion of costs that are the responsibility of the applicant) to be paid in equal monthly installments over five (5) years from Funding Year 2026 to Funding Year 2031 inclusive. Responses must include agreement or nonagreement of this request.

AT&T's Response:

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

- d. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, the Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

Section 3: Solution Specifications

1. Wide Area Network

- a. Applicant must offer dedicated symmetrical transport bandwidth of 10 Gbps, 40 Gbps and 100 Gbps between the designated endpoints in Circuit ID Information sheet.
- b. If multiple interfaces terminating to the same termination point for bonding is required, service carrier must be able to provide interface bonding or bundling of multiple interfaces into one virtual interface without the need for route load balancing or internal dynamic routing
- c. The solution must be scalable to 100 Gbps.
- d. The contract option requested is for 60-month terms of service.

AT&T's Response:

We are proposing AT&T Wavelength Metro (AWM) offered with a 60-month term contract. The proposed 60-month contract does not include extensions.

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.

The proposed 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.

- e. Each respondent is required to complete the attached Table 2 - Pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional nonrecurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

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.

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.

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

- f. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

AT&T's Response:

Proposed prices do not include applicable taxes, surcharges or fees. 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 Customer that would apply as of a certain date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

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.

- g. If a bandwidth upgrade is requested mid-contract, the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 60-month contract, then 40 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

AT&T’s Response:

Initial Monthly Recurring Charges (MRC) and any optional renewals will be at the same rate and will have a coterminous expiration with the original date of the Agreement. Should the customer request bandwidth increase that requires higher speed access to be installed to replace the existing, a contract addendum may be required.

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

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

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

- h. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

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.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.9% network availability of each circuit.

AT&T's Response:

AT&T's standard SLA for our AT&T Wavelength Metro service is 99.98% uptime nationwide.

Due to the many factors outside AT&T's control, AT&T is unable to make this performance commitment with reference to events outside AT&T's reasonable control. AT&T shall not be liable for any equipment failure due to a cause beyond AT&T's reasonable control or for any equipment failure which occurs as a result of the presence and/or activities of the Customer or any third-party contractors hired by the Customer.

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.

- b. .25% frame/packet loss commitment
- c. 25ms round trip network latency commitment
- d. 10ms network jitter commitment

AT&T's Response:

AWM does not have objectives for latency and jitter as it is a point-to-point dedicated fiber circuit.

There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason

AT&T's Response:

Customers frequently ask for SLAs associated with latency and jitter, as these factors have a major impact on some applications, such as Voice over IP (VoIP). Most Requests for Proposal (RFPs) and consultant guidelines ask for these parameters. AT&T Wavelength Metro does not have SLAs or objectives in this area, but the reasons for not having them are valid and need to be understood by customers. In most cases, when this understanding is gained, the need for measurement is eliminated. Many services in the industry are offered over networks that include elements of switching, routing, or shared path, which can cause congestion or varied performance in packet delivery. Internet or public/private IP networks are a prime example, but even certain services such as Frame Relay, ATM and Switched Ethernet (such as ASE service) also have elements with switching and potential congestion. Thus most of these services need to include latency and jitter parameters that represent worst-case performance commitments. AT&T Wavelength Metro is a dedicated service with no network switching, routing, or shared path that would impact packet delivery rate. The latency involved with AT&T Wavelength Metro is a

function of propagation (the speed AT&T Proprietary (Internal Use Only) Not for use or disclosure outside the AT&T companies except under written agreement 29 of signal across the distance-- the speed of light), and the regeneration that occurs in the Network Terminating Equipment (NTE) on customer premises and in the one or more Central Office (CO) gateway/repeaters. The aggregate of these two factors varies by specific design, but would be a matter of microseconds, rather than the milliseconds. As a dedicated circuit, packets travel the same path in all cases, so there should be no discernable jitter (variation in packet delivery rate).

- e. The vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

AT&T's Response:

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, and all other terms and conditions in this Response and the Proposed Contract Documents.

AT&T utilizes one standard of excellence for our customers, and response commitments can be enhanced by purchasing alternative maintenance plans, depending upon your maintenance requirements. AT&T defines "response" as the time when an AT&T resource actively engages in maintenance tasks, either remotely or on-site, to resolve equipment failures reported directly by an authorized customer representative or reported automatically via remote monitoring. AT&T works diligently to respond to all service requests in an expeditious manner and takes pride in our prompt response to trouble reports. However, due to circumstances that are at times beyond our reasonable control, AT&T cannot agree to on-site response guarantees, guaranteed resolution times, or associated penalties or credits linked to on-site response or resolution times.

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

AT&T's Response:

AT&T provides 24x7x365 management.

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

AT&T's Response:

AT&T submits this RFP Response subject to the specific clarifications and responses provided in this bid proposal. All terms and conditions relating to Service Level Agreements shall be as provided in the Proposed Contract Documents.

AT&T cannot commit to "*rapid feedback*" as that phrase is subjective, somewhat undefined in this context and potentially open to multiple interpretations. AT&T will provide the products and services

as outlined in its proposal Response and resulting contract documents in a manner mutually agreed by the parties.

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

AT&T's Response:

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and/or biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation, and resolution plan will be provided to the district.

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.

7. Measurement: Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%

Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

AT&T's Response:

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

- The AT&T Wavelength Metro (AWM) availability objective is 99.98%. If you experience an interruption of 10 seconds or more, you're eligible for a credit equal to a pro-rated amount of your Monthly Recurring Charge (MRC) multiplied by 10.

We credit you up to 100% of your monthly rate for the affected circuits, and you must request your adjustment within 25 days after the end of the month that the interruption occurred.

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

AT&T's Response:

AT&T is proposing a well-established and industry-leading AT&T service that will comply with the specifications, service levels, and all other terms and conditions in this Response and the Proposed Contract Documents.

9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Applicant.

AT&T's Response:

AT&T's standard SLA for our AT&T Wavelength Metro service is 99.98% uptime nationwide.

Section 5: General Terms for All Proposals

2. Failure to include any requested information noted as required by the respondent is grounds for disqualification.
3. Description of Proposal
 - a. All sites must be included in the bid. Failure to include all sites in a bid option could be considered a ground for disqualification.
 - b. The respondent will provide a description of their proposal for all services and solutions.
 - c. The description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).

4. Reselling and subcontracting

- a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
- b. If at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change the scope of proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.

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 **Newport-Mesa Unified School District** 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 **Newport-Mesa Unified School District** 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.

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 particular Section 8 ("*Suspension and Termination*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T does not intend to use subcontractors for the services which are the subject of this RFP, however, AT&T submits this Response subject to the Assignment provisions contained in the Proposed Contract Documents. All terms and conditions relating to assignment shall be as set out in the Proposed Contract Documents, the Unified Agreement Terms and Conditions Section 10.6 ("*Assignment and Subcontracting*").

5. Timeline

- a. For each response, respondents must include a timeline for bringing all sites online.
- b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.

- c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

AT&T's Response:

There are no special construction charges associated with the services proposed specific to this RFP Response.

Unless the parties agree otherwise, billing, and/or service will not begin for this contract until July 1, 2026.

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

6. Demarcation

- a. All solutions must terminate service or infrastructure in the demarcation point or main distribution frame as defined by each address specified in the Circuit ID Information sheet.
- b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
- c. The respondent must specify specific demarcation setup included in base fees, e.g., wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

AT&T's Response:

AT&T will work with **Newport-Mesa Unified School District** to agree on Demarcation of service. Typically, the Demarcation Point (DP) for optical services is at the Minimum Point of Entrance (MPOE) or the nearest location that is suitable for optical equipment and is determined by the Access Provider. Upon receipt of order, site surveys coordinated with **Newport-Mesa Unified School District** will be performed at applicable sites and specific room requirements (i.e., conduit, rack, wall board etc.) as well as space and power requirements will be determined.

7. Network Diagram

- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
- b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between the hub site and each endpoint.
 - i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.

AT&T's Response:

If AT&T is selected as your provider of choice under this RFP, AT&T will be happy to discuss this issue with the Customer; but to the extent that "network diagrams" refer to network maps, these represent confidential and proprietary information. Because of both security and confidentiality concerns, we are not able to share such information at this time.

8. References

- a. For each response, the respondent must provide 3 references from current or recent K-12 customers with projects preferably equivalent to the size of the Applicant.

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.

9. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide the Applicant with any information being requested as part of the PIA review.

AT&T's Response:

AT&T will comply with, and timely respond to, reasonable requests from PIA reviews with details requested by the reviewer to the extent we are reasonably able to do so, and in accordance with E-Rate Program rules.

- b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

AT&T's Response:

Yes, AT&T will provide assistance on the E-Rate application on matters relative to the prices and functionality of the services and products which comprise the Applicant's chosen solution, and AT&T will comply with, and timely respond to, reasonable requests from PIA reviews, details requested by the reviewer to the extent we are reasonably able to do so, and in accordance with E-Rate Program rules.

- c. For all responses that include special construction, the respondent agrees to, by submitting its RFP; produce all construction labor, construction materials and other cost information requested during PIA review.

AT&T's Response:

Yes, concerning any site awarded to AT&T where special construction is required, AT&T will make reasonable efforts to comply with applicable E-Rate rules and respond to PIA requests with details to the extent we are able. AT&T cannot commit at this point to answering unknown future questions, as the information requested may be unknown or unavailable to AT&T.

- d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

10. Required Notice to Proceed and Funding Availability

- a. The applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.

AT&T's Response:

Yes, 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.

- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.

AT&T Response:

Yes, 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. Please see the attached E-Rate Rider for more information.

- c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

AT&T Response:

Yes, 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.

VI. PROPOSAL PREPERATION

- a. COVER LETTER – Stating 1) the validity of the firm and irrevocable proposal/offer being valid for sixty days after RFP closing date, 2) work will be completed on or before the Districts required completion date (if work is to be completed prior to Districts requirement, it must state so in the letter), and 3) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Offeror and reference this RFP 109-26 and accept its terms and conditions or clearly and conspicuously indicate any exceptions.

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.

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

b. DESCRIPTION OF FIRM, K12 EXPERIENCE, AND E-RATE EXPERIENCE -

This section should provide a brief description of the firm and statement of interest and qualifications for providing the requested equipment and services, include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District. The firm should list and describe the firm's professional relationships involving the K12 Districts for the last five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to perform the proposed services.

AT&T's Response:

The AT&T family of companies 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 and non-eligible services to assure your schools and libraries are connected; from Cybersecurity, VoIP service to network design and integration. In 2025 FY, AT&T was one of the largest Service Providers in Category 1 services based on E-Rate requested dollars. Our customers range in size from the small public/private schools and libraries to the vast statewide state networks. Our customers' history with the E-Rate program, the size and complexity of their networks are all factors considered by USAC's PIA review team in review of their funding requests.

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.

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any Customer employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 141,000 employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of Customer or any component office. AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this RFP have a familial relationship with any employee of Customer. However, Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

- c. E-RATE ELIGIBLE COSTS: Provide the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the prediscount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per Erate program rules.

AT&T's Response:

Proposed prices do not include applicable taxes, surcharges or fees. 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 Customer that would apply as of a certain date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

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.

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.

- d. ABILITY TO SUPPORT REQUIREMENTS OF THIS RFP: Explain the proposed solution and how it clearly meets the Applicant's requirements and needs.
- e. PROPOSED CONTRACT TERMS AND CONDITIONS: Provide a copy of the Proposed contract has flexibility and terms desired by Applicant.

AT&T's Response:

A sample contract has been included in your RFP Response Package.

- f. SERVICE RELIABILITY AND DEDICATED INFRASTRUCTURE: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.

AT&T's Response:

AWM is a dedicated service with no network switching, routing, or shared path that would impact packet delivery rate. The latency involved with AWM is a function of propagation

(the speed of signal across the distance-- the speed of light), and the regeneration that occurs in the Network Terminating Equipment (NTE) on customer premises and in the one or more Central Office (CO) gateway/repeaters. The aggregate of these two factors varies by specific design, but would be a matter of microseconds, rather than milliseconds. As a dedicated circuit, packets travel the same path in all cases, so there should be no discernable jitter (variation in packet delivery rate).

- g. E-RATE INELIGIBLE COSTS: Describe any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.

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.

- h. COST: Complete Table 2 – Pricing sheet and Table 3 – Special Construction sheet.

AT&T's Response:

Please see pricing sheet attached.

- i. REFERENCES: Response included K12 references that were similar in size and scope Complete Attachment A.

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.

VII. SUBMISSION INSTRUCTIONS

Please submit one electronic copy via the project page on the District's PlanetBids web portal located <https://vendors.planetbids.com/portal/46422/portal-home>. Proposals shall be submitted by no later than January 22, 2026, at 4:00 P.M. PST.

Hard copy paper, e-mail or facsimile proposals will not be accepted.
These projects and services depend on partial funding from the E-rate program.

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures.

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.

The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the DISTRICT will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

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

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties.

The Terms and Conditions which are contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

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.

The DISTRICT requests that Offerors provide a best and final offer.

The DISTRICT may request a meeting with the Offerors' representative to request answers and clarifications, or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.

The DISTRICT may reject any or all proposals and may waive informalities and minor irregularities in proposals received.

AT&T's Response:

AT&T takes exception to the waiver of "*informalities and minor 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.

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.

AT&T's Response:

AT&T agrees that the physical response materials become the property of the Customer. However, any intellectual property of AT&T, AT&T manufacturers or other third parties included in AT&T's Response will remain the property of the respective owner and no title shall transfer by disclosure of such intellectual property as part of this Response.

AT&T clarifies that the Customer may use its RFP Response as needed in connection with this RFP and the analysis of the AT&T Response; provided that AT&T's Response may not be shared with third-party vendors competing for this RFP and that the Customer will protect AT&T's Response as a confidential document under the terms of applicable open records policies and laws and consistent with the proprietary/confidential language in the proposal Response.

Attachment A: References

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.

Please provide a least three (3), preferably K12, references of projects of similar size and scope. To be a qualified Proposer, the vendor must include below three references with similar systems

or equipment installed. Include a separate sheet(s) containing supporting documentation regarding reference projects if available.

Pacific Bell Telephone Company

Name of Service Provider: _____

REFERENCE #1	
Organization Name	
Contact Person(s)	
Address	
Telephone	
Project Dates	
Brief Description (Attach detail)	

REFERENCE #2	
Organization Name	
Contact Person(s)	
Address	
Telephone	
Project Dates	
Brief Description (Attach detail)	

REFERENCE #3	
Organization Name	
Contact Person(s)	
Address	
Telephone	
Project Dates	

Brief Description (Attach detail)	
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Table 1 – NMUSD Locations sheet

#	Function	Site Name	Address	City	State	Zip Code	Current Bandwidth	Demarcation Point	Additional Notes
1	Hub Site	Newport-Mesa Unified School District - Office	2985 Bear Street	Costa Mesa	CA	92626	10GB	District Office	NOC TIS Department
2	School/District Site	Adams Elementary School	2850 Club House Road	Costa Mesa	CA	92626	10GB	Telephone room	MDF is in the phone room next to nurse office
3	School/District Site	Andersen Elementary School	1900 Port Seabourne Way	Newport Beach	CA	92660	10GB	Main Office Building	MDF in front office
4	School/District Site	California Elementary School	3232 California St	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
5	School/District Site	College Park Elementary School	2380 Notre Dame Rd	Costa Mesa	CA	92626	10GB	Electrical room	MDF next to room 3
6	School/District Site	Davis Elementary School	1050 Arlington Dr	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
7	School/District Site	Eastbluff Elementary School	2627 Vista del Oro	Newport Beach	CA	92660	10GB	Main Office Building	MDF in front office
8	School/District Site	Harbor View Elementary School	900 Goldenrod Ave	Corona Del Mar	CA	92625	10GB	Main Building / Stage	MDF is across from the main office on the stage

9	School/District Site	Kaiser Elementary School	2130 Santa Ana Ave	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
10	School/District Site	Killybrooke Elementary School	3155 Killybrooke Ln	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
11	School/District Site	Lincoln Elementary School	3101 Pacific View Dr	Corona Del Mar	CA	92625	10GB	Main Office Building	MDF in front office
12	School/District Site	Mariners Elementary School	2100 Mariners Dr	Newport Beach	CA	92660	10GB	Main Office Building	MDF in custodian office

13	School/District Site	Newport Elementary School	1327 W Balboa Blvd	Newport Beach	CA	92660	10GB	Main Office Building	MDF in work room
14	School/District Site	Newport Coast Elementary School	6655 Ridge Park Rd	Newport Beach	CA	92657	10GB	Main Office Building	MDF in front office
15	School/District Site	Newport Heights Elementary School	300 E. 15th St	Newport Beach	CA	92663	10GB	Main Office Building	MDF in front office
16	School/District Site	Paularino Elementary School	1060 Paularino Ave	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
17	School/District Site	Pomona Elementary School	2051 Pomona Ave	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
18	School/District Site	Rea Elementary School / BESST Center	661 Hamilton St	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
19	School/District Site	Sonora Elementary School	966 Sonora Rd	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
20	School/District Site	Victoria Elementary School	1025 Victoria St	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office

21	School/District Site	Whittier Elementary School	1800 Whittier Ave	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
22	School/District Site	Wilson Elementary School	801 W Wilson St	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
23	School/District Site	Woodland Elementary School	2025 Garden Lane	Costa Mesa	CA	92627	10GB	Main Office Building	MDF in front office
24	School/District Site	Ensign Intermediate School	2000 Cliff Dr	Newport Beach	CA	92663	10GB	Main Office Building	MDF in front office
25	School/District Site	TeWinkle Middle School	3224 California St	Costa Mesa	CA	92626	10GB	Main Office Building	MDF in front office
26	School/District Site	Corona del Mar High School	2101 Eastbluff Dr	Newport Beach	CA	92660	10GB	Main Office Building	MDF in front office
27	School/District Site	Costa Mesa High School	2650 Fairview Rd	Costa Mesa	CA	92626	10GB	Electrical room	MDF in Load Center 6
									electrical room
28	School/District Site	Back Bay High School	390 Monte Vista Ave	Costa Mesa	CA	92627	10GB	Room A1	MDF in electrical room next to room A1
29	School/District Site	Early College HS	2990 Mesa Verde Dr	Costa Mesa	CA	92626	10GB	Electrical room	MDF next to admin office
30	School/District Site	Estancia High School	2323 Placentia Ave	Costa Mesa	CA	92627	10GB	Telecom room	MDF in telecom room
31	School/District Site	Newport Harbor High School	600 Irvine Avenue	Newport Beach	CA	92663	10GB	Telecom room	MDF in telecom room
32	School/District Site	Harper Pre School <i>(not E-Rate eligible)</i>	425 E 18th St	Costa Mesa	CA	92627	10GB	Electrical room	MDF is behind room 12
33	School/District Site	Lindbergh <i>(not E-Rate eligible)</i>	220 23rd St	Costa Mesa	CA	92627	10GB	Building B	MDF in building B

34	School/District Site	Parsons <i>(not E-Rate eligible)</i>	2352 Canyon Dr	Costa Mesa	CA	92627	10GB	1 st Floor Main Office	IDF Room
35	School/District Site	Presidio	1001 Presidio Square	Costa Mesa	CA	92626	10GB	1 st Floor	MPOE at Presidio

Table # 2 Pricing

#	Function	Site Name	Special Construction Cost	Non-Recurring Cost	MRC 10 GBPS 60-month term	MRC 40 GBPS 60-month term	MRC 100 GBPS 60-month term	Estimated Initial Turn-up Speed
1	Hub Site	Newport-Mesa Unified School District - Office	Waived	\$0.00	NA		\$1,065.00 each	100G Four circuits
2	School/District Site	Adams Elementary School	Waived	\$0.00	\$354.00			10G
3	School/District Site	Andersen Elementary School	Waived	\$0.00	\$354.00			10G
4	School/District Site	California Eleementary School	Waived	\$0.00	\$354.00			10G
5	School/District Site	College Park Elementary School	Waived	\$0.00	\$354.00			10G
6	School/District Site	Davis Elementary School	Waived	\$0.00	\$354.00			10G
7	School/District Site	Eastbluff Elementary School	Waived	\$0.00	\$354.00			10G
8	School/District Site	Harbor View Elementary School	Waived	\$0.00	\$354.00			10G
9	School/District Site	Kaiser Elementary School	Waived	\$0.00	\$354.00			10G
10	School/District Site	Killybrooke Elementary School	Waived	\$0.00	\$354.00			10G
11	School/District Site	Lincoln Elementary School	Waived	\$0.00	\$354.00			10G
12	School/District Site	Mariners Elementary School	Waived	\$0.00	\$354.00			10G
13	School/District Site	Newport Elementary School	Waived	\$0.00	\$354.00			10G
14	School/District Site	Newport Coast Elementary School	Waived	\$0.00	\$354.00			10G
15	School/District Site	Newport Heights Elementary School	Waived	\$0.00	\$354.00			10G
16	School/District Site	Paularino Elementary School	Waived	\$0.00	\$354.00			10G
17	School/District Site	Pomona Elementary School	Waived	\$0.00	\$354.00			10G
18	School/District Site	Rea Elementary School / BESST Center	Waived	\$0.00	\$354.00			10G
19	School/District Site	Sonora Elementary School	Waived	\$0.00	\$354.00			10G
20	School/District Site	Victoria Elementary School	Waived	\$0.00	\$354.00			10G
21	School/District Site	Whittier Elementary School	Waived	\$0.00	\$354.00			10G
22	School/District Site	Wilson Elementary School	Waived	\$0.00	\$354.00			10G
23	School/District Site	Woodland Elementary School	Waived	\$0.00	\$354.00			10G
24	School/District Site	Ensign Intermediate School	Waived	\$0.00	\$354.00			10G
25	School/District Site	Tewinkle Middle School	Waived	\$0.00	\$354.00			10G
26	School/District Site	Corona del Mar High School	Waived	\$0.00	\$354.00			10G
27	School/District Site	Costa Mesa High School	Waived	\$0.00	\$354.00			10G
28	School/District Site	Backbay / Monte Vista High School	Waived	\$0.00	\$354.00			10G
29	School/District Site	Early College HS	Waived	\$0.00	\$354.00			10G
30	School/District Site	Estancia High School	Waived	\$0.00	\$354.00			10G
31	School/District Site	Newport Harbor High School	Waived	\$0.00	\$354.00			10G
32	School/District Site	Harper Pre School	Waived	\$0.00	\$354.00			10G
33	School/District Site	Lindbergh	Waived	\$0.00	\$354.00			10G
34	School/District Site	Parsons	Waived	\$0.00	\$354.00			10G
35	School/District Site	Presidio	Waived	\$0.00	\$354.00			10G

Table # 2 Pricing

#	Function	Site Name	Special Construction Cost	Non-Recurring Cost	MRC 10 GBPS 60-month term	MRC 40 GBPS 60-month term	MRC 100 GBPS 60-month term	Estimated Initial Turn-up Speed
1	Hub Site	Newport-Mesa Unified School District - Office	Waived	\$0.00	NA		\$1,065.00 each	100G Four circuits
2	School/District Site	Adams Elementary School	Waived	\$0.00	\$354.00			10G
3	School/District Site	Andersen Elementary School	Waived	\$0.00	\$354.00			10G
4	School/District Site	California Eleementary School	Waived	\$0.00	\$354.00			10G
5	School/District Site	College Park Elementary School	Waived	\$0.00	\$354.00			10G
6	School/District Site	Davis Elementary School	Waived	\$0.00	\$354.00			10G
7	School/District Site	Eastbluff Elementary School	Waived	\$0.00	\$354.00			10G
8	School/District Site	Harbor View Elementary School	Waived	\$0.00	\$354.00			10G
9	School/District Site	Kaiser Elementary School	Waived	\$0.00	\$354.00			10G
10	School/District Site	Killybrooke Elementary School	Waived	\$0.00	\$354.00			10G
11	School/District Site	Lincoln Elementary School	Waived	\$0.00	\$354.00			10G
12	School/District Site	Mariners Elementary School	Waived	\$0.00	\$354.00			10G
13	School/District Site	Newport Elementary School	Waived	\$0.00	\$354.00			10G
14	School/District Site	Newport Coast Elementary School	Waived	\$0.00	\$354.00			10G
15	School/District Site	Newport Heights Elementary School	Waived	\$0.00	\$354.00			10G
16	School/District Site	Paularino Elementary School	Waived	\$0.00	\$354.00			10G
17	School/District Site	Pomona Elementary School	Waived	\$0.00	\$354.00			10G
18	School/District Site	Rea Elementary School / BESST Center	Waived	\$0.00	\$354.00			10G
19	School/District Site	Sonora Elementary School	Waived	\$0.00	\$354.00			10G
20	School/District Site	Victoria Elementary School	Waived	\$0.00	\$354.00			10G
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34	School/District Site	Parsons	Waived	\$0.00	\$354.00			10G
35	School/District Site	Presidio	Waived	\$0.00	\$354.00			10G