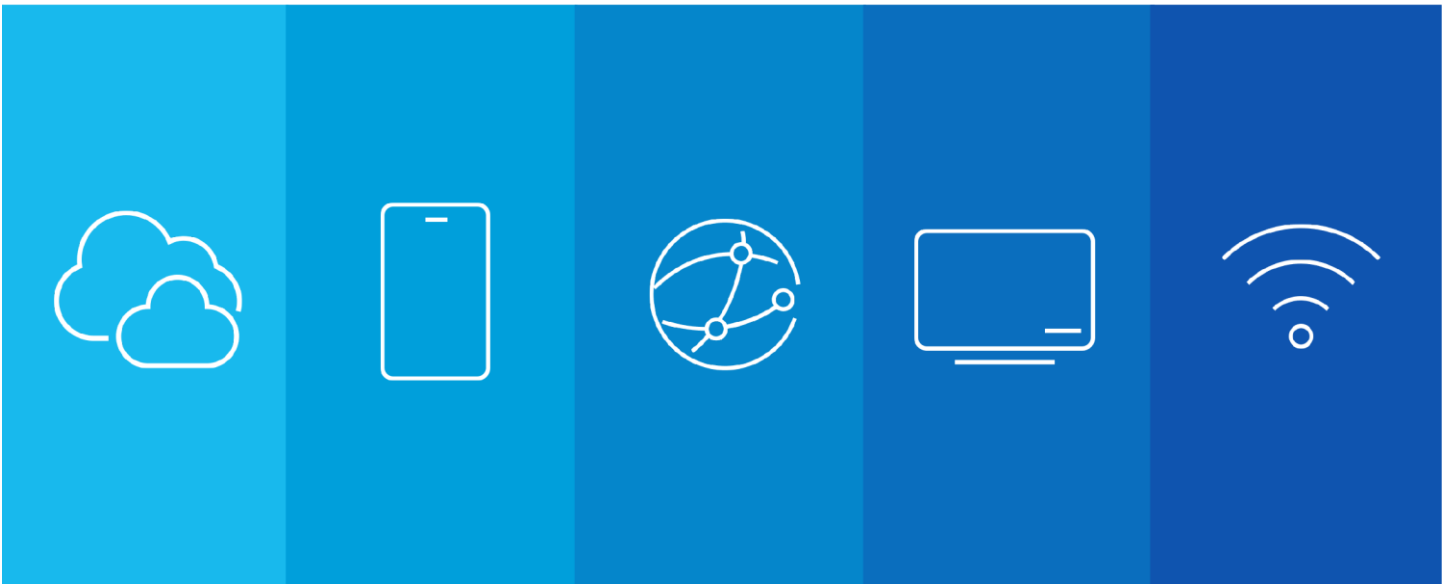




## AT&T Response to St. Mary Parish School District's RFP # 22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access





Cindy Matranga  
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New Orleans, LA 70112, United States

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January 10, 2022

Kevin Derise  
CTO  
St. Mary Parish School District  
474 Highway 317  
Centerville, LA 70522

Dear Mr. Derise:

AT&T appreciates the opportunity to respond to your Request for Proposal 22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access. My team and I have put together a comprehensive solution that includes AT&T Switched Ethernet with Network on Demand and AT&T Dedicated Ethernet as well as AT&T Dedicated Internet. I hope that we have answered all of your questions about our service. We understand how critical this service is to your students and faculty.

There can be no higher standard than Tradition- Commitment- Service. The moto of St. Mary Parish School District is one that is so very critical to our communities in every single way. What you do in your classrooms will define the success of not only your students, but the future of our state and country.

AT&T is just as committed to you and our communities we serve. We understand how critical your communications are to you and we work very hard to provide our services to you at a competitive price and with outstanding service.

We have had issues in our past, during our transition to AT&T from BellSouth we did not have processes in place, and that caused you a great deal of pain. We have worked very hard to overcome those issues, and we would love to have a fair opportunity to win your business.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Cindy".

Cindy Matranga  
Client Solutions Executive



## Connecting Your World

### AT&T Response to St. Mary Parish School District's RFP # 22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

January 10, 2022

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

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

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

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

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**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 Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website [www.usac.org/e-rate](http://www.usac.org/e-rate). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

**Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit [about.att.com/sites/broadband](http://about.att.com/sites/broadband).

**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/SLD website @ [www.usac.org/e-rate](http://www.usac.org/e-rate) and Cost Allocation Guidelines for Services @ <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/>.



Notwithstanding anything contained in this RFP to the contrary, AT&T Corp., on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the attached AT&T Master Unified Agreement (the "Unified Agreement"), E-Rate Rider, corresponding Pricing Schedule(s) and any associated transaction-specific documents to be entered into between the St. Mary Parish School District ("Customer" or "District") and AT&T (collectively the "Proposed Contract Documents"), copies of which are attached to this Response. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

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

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

AT&T respectfully requests that information in this document be held confidential by Customer, to the extent allowed under applicable law.

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

**ARRA Disclaimer:** To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and





Reinvestment Act of 2009 ("ARRA"), AT&T and the Customer will need to reach mutual agreement on AT&T's participation.

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

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

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

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

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





E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

**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/SLD website @ [www.usac.org/e-rate](http://www.usac.org/e-rate) and Cost Allocation Guidelines for Services @ [www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/](http://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/).

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## Executive Summary

AT&T is proposing 2 options for your WAN. The current AT&T Switched Ethernet with Network on Demand and AT&T Dedicated Ethernet.

**AT&T Switched Ethernet on Demand (ASEoD)** is a transport service that transmits Ethernet traffic among multiple locations and uses AT&T Network on Demand to provision and scale bandwidth and other network services. AT&T Switched Ethernet on Demand (ASEoD) provides user-friendly, web-based network configuration and management and simplified contracting for most network services.

The service uses a carrier-grade, Multiprotocol Label Switching (MPLS) network to transmit Ethernet traffic. This network makes the AT&T Switched Ethernet Service highly reliable; in fact, the service provides network availability and data performance Service Level Agreements (SLAs).

AT&T Switched Ethernet on Demand uses industry-standard native Ethernet interfaces, so you can transport data without protocol conversion or special equipment. The service offers speeds ranging from 2 Mbps to 100 Gbps and Class of Service (CoS) options. In addition, it includes flexible Committed Information Rate (CIR) and configuration options to meet various networking needs.

The software-defined and network virtualization technologies that drive AT&T Network on Demand let you manage your Ethernet services and network in near-real time. The service integrates with the AT&T Business Center self-service web portal, which allows you to configure Ethernet Virtual Channels (EVCs), change bandwidth, and view billing information for your Network on Demand sites.

### *How It Works*

AT&T Switched Ethernet Service on Demand provides data transport via fiber optics and a switched Ethernet core network and uses two types of routing. Port-based routing service sends data to Ethernet Virtual Channel (EVC) ports, regardless of Virtual LAN (VLAN) tags, and VLAN-based routing sends Ethernet frames according to VLAN instructions. Port connections are available at 100 Mbps, 1,000 Mbps (1 Gbps), 10,000 Mbps (10 Gbps) and 100,000 Mbps (100G). Physical ports offer a range of Committed Information Rates (CIRs) from 2 Mbps to 100 Gbps. The Software Defined Networking (SDN) controller in the network architecture automates network provisioning and orchestrates changes across devices, locations, and services. To process user-generated network and service changes, the controller electronically routes requests from the self-service portal directly to the pertinent network elements and activates services and changes, often within minutes.







**AT&T Dedicated Ethernet** is a fiber based, point-to-point, Ethernet service that allows Customers to transport data signals between two locations. AT&T Dedicated Ethernet can be used to transport data as an Ethernet signal or embedded within an Optical Transport Network (OTN) signal. AT&T Dedicated Ethernet is a Layer 1 service supported by the AT&T reconfigurable optical add drop multiplexor (ROADM) / dense wave division multiplexor (DWDM) core network infrastructure.

AT&T Dedicated Ethernet:

- Provides a standardized local dedicated Ethernet offer across a 48-state footprint
- ADE offers up to 100Gbps.
- Transports as native Ethernet, Optical Transport Network (OTN), or as a combination of native Ethernet and OTN formats.
- Addresses space and power concerns with “edgeless” design capabilities
- Provides 99.999% Network Availability with Port Protection Plus optional feature
- Minimizes single points of failure with addition of Diversity optional features

### What’s the benefit?

**Simplification:** AT&T Dedicated Ethernet offers enterprises an opportunity to significantly simplify and improve the performance of their network. Because AT&T Dedicated Ethernet is built on Ethernet LAN technology, the principles of the service are well understood; IT staffs are comfortable with Ethernet. Small and medium enterprises do not need large IT staffs to build, manage, and maintain a more complex routed network. WAN connectivity is achieved by extending the LAN.

**Security:** AT&T Dedicated Ethernet is provided over a secure dedicated network with 24X7 monitoring. Our fiber-optic technology and in-band network monitoring ensure reliable performance by quickly detecting and resolving potential problems. AT&T has one of the most comprehensive security portfolios in the industry. We build in robust security measures at every network layer to help reduce the risk of outages and intrusions.

**Flexibility:** AT&T Dedicated Ethernet provides bandwidth options from 1Gbps to 100Gbps with the ability to transport data as native Ethernet or as OTN protocols. Circuits can be arranged in a same speed / same format arrangement, in a same speed / different format configuration, or as a higher speed aggregation arrangement based on your needs.

**Proven technology:** Selecting a vendor whose technologies are well proven and field tested in the industry will further reduce risk. AT&T's products are all designed and developed by our expert engineering staff and are subject to our rigorous quality





management system. Lastly our products are tested with some of the largest companies and are the most widely deployed products in the industry which further strengthens our offerings and reduces risk for all of our customers.

**Company Longevity:** AT&T customers have peace of mind knowing that we have the expertise and will be in business to support them throughout the life of their existing and next generation projects.

**Experience:** For over 100 years, AT&T has set the industry standards for network reliability. We apply the same dedication and expertise to ensure the utmost availability, performance, and security of our customer's networks.

**AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

#### Features and Benefits

The solution gives you the following:

- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **AT&T Business Direct Portal**—provides a suite of online tools to access billing, maintenance, network management, and performance reporting information and functions. Business Center tools let you view and manage various aspects of your AT&T service 24/7 via a convenient online portal.
- 

**Managed Router Options**—let you choose how you want to manage the customer premises equipment (CPE). With the Managed Router option, AT&T configures,





## Advantages of AT&T

Working with AT&T gives you the following advantages:

**E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to [www.corp.att.com/erate](http://www.corp.att.com/erate).



**Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry, and are well versed in the issues and challenges that today's educators face.

**Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.

**Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.

**Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.

**IT CAN WAIT** 

To learn more about the problem of distracted driving and how to help, visit [www.itcanwait.com](http://www.itcanwait.com).





# RFP Response

## REQUEST FOR PROPOSALS



ST. MARY PARISH SCHOOL DISTRICT

LEASED LIT FIBER WIDE AREA NETWORK (WAN)  
AND INTERNET ACCESS

E-RATE RFP #2022-2023 WAN AND INTERNET

## EVENT CALENDAR

DESCRIPTION	DATE AND TIME	PLACE and CONTACT
Posting of RFP and 470	Tuesday, November 16, 2021	ADVERTISEMENT, EPC, <a href="#">CENTRAL AUCTION HOUSE</a>
Questions and Answers Open	Wednesday, November 17, 2021	<a href="mailto:kderise@stmaryk12.net">kderise@stmaryk12.net</a>
Questions and Answers Close	Monday, November 22, 2021	<a href="mailto:kderise@stmaryk12.net">kderise@stmaryk12.net</a>
Deadline for submitting bids	January 10, 2022	School Board Office (See page 2)
Public Bid Opening	January 10, 2022	School Board Office (See page 2)

ST. MARY PARISH SCHOOLS reserves the right to reject all proposals and waive any defects or clerical errors in any Bid Proposal Package, as in the interest of the ST. MARY PARISH SCHOOLS.

### AT&T Response:

AT&T understands the Customer's right to waive minor irregularities and informalities, including any defects or clerical errors, provided AT&T has reserved all rights, consistent with this RFP and/or applicable local and state procurement statutes, ordinances,



## AT&T Response to St. Mary Parish School District's RFP #22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

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guidelines, and other applicable authorities, to contest an award made under this RFP. Subject to the foregoing, AT&T agrees.





**AT&T Response to St. Mary Parish School District's RFP #22-01 for  
Leased Lit Fiber Wide Area Network (WAN) and Internet Access**

ST. MARY PARISH SCHOOLS

E-Rate Request for Proposals

**E-Rate Request for Proposals**

**LEASED LIT FIBER Wide Area Network (WAN) and Internet Access Services**

**NOTICE TO BIDDERS**

ST. MARY PARISH SCHOOLS, aka "DISTRICT," seeks proposals for LEASED LIT FIBER WIDE AREA NETWORK AND INTERNET ACCESS connectivity to 26 eligible entities listed on Page 20-21. The DISTRICT prefers one Vendor to provide Internet Access and Wide-Area network services.

Currently, all circuits terminate at the School Board Office and Data Center located at 474 Highway 317 Centerville, La. 70522.

The DISTRICT desires a LEASED LIT FIBER network. The current network is a fiber WAN network, and 24 sites have 10 GIG connections that terminate at the data center. One site shares a circuit, and a new non-instructional facility will be added on July 1, 2022.

The DISTRICT has 10 GIGS of Internet Access shared among all sites. The Internet Access demarc is located at the school board office, and a bundled firewall and special construction are **Not** being requested in the RFP.

Send sealed proposals via certified mail, UPS, Fed Ex, or hand-delivered to ST. MARY PARISH SCHOOL DISTRICT or you may upload bids at <http://centrallauctionhouse.com>. Please check <http://centrallauctionhouse.com> website in ADVANCE for rules and fees for uploading to the bidding site. The DISTRICT is not responsible for delays in uploading and will disqualify proposals received after the deadline.

Sealed proposals can also be delivered OR mailed to:

**ST. MARY PARISH SCHOOLS  
E-Rate RFP #22-01 WAN AND INTERNET  
ATTENTION: KEVIN DERISE  
474 HIGHWAY 317, CENTERVILLE, LA. 70522**

**DEADLINE FOR PROPOSAL SUBMISSION MONDAY, JANUARY 10, 2022, 2:00 PM (CST)**

**AT&T Response:**

AT&T has read and understands.





## A. GENERAL TERMS AND CONDITIONS

TERMS	DEFINITION
<b>ADDENDUM</b>	A Document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSALS. All applicable Addendums will be uploaded to the E-Rate Portal (EPC).
<b>ADMINISTRATIVE BID APPROVAL</b>	The DISTRICT's final review by the administrative authority accepts or rejects a bid that complies or does not comply fully with the Request for Approval. In addition, bids may be disqualified for reasons outlined in the Request for Proposals.
<b>AGREEMENT</b>	A contract that has been agreed upon and signed by the DISTRICT. In some cases, the Agreement will be a letter of award, purchase order, or other legally binding Agreement defined by Title 39 RS 39:198.
<b>ASSIGNMENT OF CONTRACT OR PURCHASE ORDER</b>	<p>The bidder(s) shall not assign or transfer by operation of law or otherwise any rights, burdens, duties, or obligations without the prior written consent of the DISTRICT. Assignments include corporate take-overs or mergers.</p> <p><b>AT&amp;T Response:</b></p> <p>All terms and conditions relating to assignment shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 ("Assignment and Subcontracting") of the Unified Agreement and all subsections thereto. In addition, terms, and conditions in the applicable Pricing Schedule(s) may apply.</p>
<b>BEST AND FINAL OFFER (BAFO)</b>	The DISTRICT reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for an award. If the BAFO process is undertaken, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. In addition, the BAFO negotiation may assist DISTRICT in comparing proposed solutions and obtaining the most cost-effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial assessment.
<b>BID</b>	The Vendor's response to the Request for Proposals is considered a bid.
<b>CONFLICT OF INTEREST</b>	<p>A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award whereby one or more personal, business, or financial interests or relationships exist which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting on behalf of the DISTRICT.</p> <p><b>AT&amp;T Response:</b></p> <p>AT&amp;T is not aware of any material conflict of interest. AT&amp;T is publicly owned, and with millions of shareholders, it is impossible for AT&amp;T to determine whether any Customer employee or any member of his or her immediate family may be a shareholder in AT&amp;T, Inc. Further, given AT&amp;T</p>







## AT&T Response to St. Mary Parish School District's RFP #22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

TERMS	DEFINITION
	<p>and its affiliates' nearly 230,000 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&amp;T employees and any employees of the Customer or any component office.</p> <p>AT&amp;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 Response have a familial relationship with any employee of the Customer. However, the Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&amp;T and take the necessary steps to ensure such individuals remain in compliance with these requirements.</p> <p>Except as may be required by applicable law, all terms and conditions relating to breach of contract and remedies shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("Suspension and Termination") of the Unified Agreement. In addition, terms, and conditions in the applicable Pricing Schedule(s) may apply.</p>
<b>CONTRACT AWARD</b>	<p>The acceptance of a Quote, Bid, Proposal, or Offer; a Purchase Order, Contract Agreement, or other formal notification of award issued by an authorized official of the DISTRICT. The term 'contract award' refers to the process of formally notifying the Vendor they have been selected as the supplier for a particular contract.</p>
<b>CONTRACT TERM</b>	<p>The length of time a Contract will be available for use by the DISTRICT. Voluntary extensions may be available as an option to extend the contract term. Individual annual extensions may be combined in the same year if a lower price is offered to exercise multiple extensions at one time. All contracts will begin on July 1 and end on June 30 unless stated in the Request for Proposals. The DISTRICT may revise the length of the Agreement before an award.</p> <p><b>AT&amp;T Response:</b></p> <p>AT&amp;T is offering a 3-year term with 2 optional one-year extensions exercisable solely by Customer. Any additional extensions and/or renewal options would be exercisable only via mutual written consent.</p>
<b>LEASED DRK FIBER</b>	<p>Leased Dark Fiber including Indefeasible Rights of Use (IRU): The E- rate applicant leases capacity (i.e., a specific number of fiber strands) on a provider-owned fiber network.</p>
<b>DEFAULT BY CONTRACTOR</b>	<p>The DISTRICT shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails to deliver services and prices as outlined in the proposal or fails or neglects to comply with the terms of the RFP. In that case, the DISTRICT may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default,</p>







## AT&T Response to St. Mary Parish School District's RFP #22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

TERMS	DEFINITION
	<p>whether or not the contract is canceled in whole or in part. The DISTRICT may consider the second winner or re-advertise all services in their entirety.</p> <p><b>AT&amp;T Response:</b></p> <p>All terms and conditions relating to breach of contract and remedies shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 ("Suspension and Termination") of the Unified Agreement, including all subsections thereto.</p>
EQUIVALENT	<p>An equivalent product must achieve the same result and functionality as the product or service requested in the RFP. Therefore, all equivalent goods and services will be considered that meet the definition.</p>
INVOICES AND PAYMENTS	<p>All vendors submitting proposals must agree to invoice the DISTRICT their monthly discount obligation portion and then send a Service Provider Invoice (SPI) to USAC for the eligible share unless otherwise stated in the RFP. Invoices must show both the Funding Request Number (FRN) for each service, the total monthly cost, the discount portion owed by DISTRICT, and the amount billed to USAC.</p> <p><b>AT&amp;T Response:</b></p> <p>AT&amp;T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&amp;T will provide discounts as follows:</p> <p>When customers designate their choice of SPI billing for services provided by most AT&amp;T affiliates, the AT&amp;T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&amp;T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&amp;T will provide customer with the appropriate forms for delivering this information upon AT&amp;T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.</p> <p>When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&amp;T affiliates, (such as AT&amp;T Corp, Alascom and TCG), AT&amp;T utilizes the AT&amp;T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <a href="https://www.erate.att.com/arf/index.cfm">https://www.erate.att.com/arf/index.cfm</a>. Once the accounts are submitted by the customer online and calculated by AT&amp;T, AT&amp;T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&amp;T will seek reimbursement from the SLD. For more information regarding ARF, see <a href="https://www.erate.att.com/arf/index.cfm">https://www.erate.att.com/arf/index.cfm</a>. Customer must file the SLD</p>





## AT&T Response to St. Mary Parish School District's RFP #22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

TERMS	DEFINITION
	<p>required Form 486 in order to receive any discounts under the E-Rate program.</p> <p>If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at : <a href="https://www.usac.org/e-rate/service-providers/step-5-invoicing/">https://www.usac.org/e-rate/service-providers/step-5-invoicing/</a></p>
<b>NOTICE OF INTENT AWARD</b>	A formal, written document issued by an authorized official of the DISTRICT informing a Vendor that a Contract has been awarded to the Vendor based on its Solicitation Response. The finance committee, school board, and other authorizing bodies must approve the final Agreement in some cases.
<b>MONTH TO MONTH SERVICE</b>	A service that can be canceled with 30-days prior notice.
<b>PRICE AND FEES</b>	Prices should be typed and shown as instructed on the sample price form for each item, in quantity specified in the bid form. The DISTRICT is exempt from all state taxes and local taxes. The price should include any port charges and other items. All additional fees must be fully explained and listed on the





**AT&T Response to St. Mary Parish School District's RFP #22-01 for  
Leased Lit Fiber Wide Area Network (WAN) and Internet Access**

TERMS	DEFINITION
<b>LOWEST CORRESPONDING PRICE (LCP)</b>	<p>sample pricing forms. If fees such as Federal Access Recovery fees are required, an estimate must be disclosed. <b>NO FEES SHALL BE ADDED TO A MONTHLY BILL UNLESS INCLUDED IN THE RESPONSE.</b></p> <p><b>AT&amp;T Response:</b></p> <p>For the price(s) quoted herein, AT&amp;T will provide only the items of equipment and 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 documents, and use of terms and phrases, such as “all-inclusive” or language to similar effect, does not require AT&amp;T to provide equipment or services beyond those specifically noted in our quote.</p> <p>Additionally, the DISTRICT requires ALL E-Rate ineligible fees to be listed separately (e.g., fees, monitoring, Admin). Corrections made before bid opening must be initialed in ink by the person signing the bid or bidder's authorized representative. Prices not listed in the bid response will not be considered for payment.</p> <p><b>AT&amp;T Response:</b></p> <p>AT&amp;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&amp;T's reasonable control. AT&amp;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: <a href="https://www.usac.org/e-rate/">https://www.usac.org/e-rate/</a> 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&amp;T does not represent or guarantee the eligibility of any service or product.</p> <p>If during the contract period there should be a decrease in prices of the items bid (LCP), a corresponding reduction in costs on the balance of the services shall be made to the DISTRICT for as long as the lower prices are in effect At no time shall the rates charged the DISTRICT exceed the prices bid.</p> <p><b>AT&amp;T Response:</b></p> <p>The prices provided in this response are consistent with the AT&amp;T E-Rate Pricing Policy which was developed by AT&amp;T for compliance with E-Rate pricing regulations.</p>





**AT&T Response to St. Mary Parish School District's RFP #22-01 for  
Leased Lit Fiber Wide Area Network (WAN) and Internet Access**

TERMS	DEFINITION
<b>PROTEST OF A SOLICITATION OR AWARD</b>	<p>Any aggrieved person in connection with the solicitation or award of a contract shall protest to the DISTRICT. Protest concerning a solicitation must be submitted in writing at least two (2) days before the opening of bids. Protest concerning the contract award shall be submitted in writing within fourteen (14) days after the contract award.</p> <p><b>AT&amp;T Response:</b></p> <p>AT&amp;T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines, and other applicable authorities, to contest an award made under this RFP.</p>
<b>QUANTITY AND QUALITY OF MATERIALS OR SERVICES</b>	<p>The successful bidder(s) shall furnish and deliver the services or products designated in the bid. All services or products provided under a contract shall meet bid specifications and conditions in the RFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement.</p> <p><b>AT&amp;T Response:</b></p> <p>AT&amp;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&amp;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.</p> <p>For clarification, AT&amp;T will install, implement and cutover the system components called for in the agreed specifications. The components provided will operate in all material respects in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&amp;T and the agreement of the parties. When the work and components specified in this response complete manufacturer-recommended test protocols, the project is complete and acceptance will take place.</p> <p>All terms and conditions relating to contract integration shall be as set forth in the Proposed Contract Documents, in particular Section 10.16 ("Entire Agreement") of the Unified Agreement and all subsections thereto. In addition, terms, and conditions in the applicable Pricing Schedule(s) may apply.</p>





TERMS	DEFINITION
<b>TERMINATION OF AGREEMENT OR SERVICES</b>	<p>The DISTRICT may terminate agreements or services upon giving thirty days advance written notice of intent to terminate the contract for a good cause. (e. g., failure to deliver services, closure or merger of a site, failure to comply with the conditions and specifications within the RFP).</p> <p><b>AT&amp;T Response:</b></p> <p>All terms and conditions relating to termination, as well as to breach of contract and remedies, shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 ("Suspension and Termination") of the Unified Agreement, including all subsections thereto.</p>
<b>ENTITY TYPES</b>	<p>The E-Rate Program identifies eligible locations by entity classifications. The classifications are SCHOOLS, ANNEXES, and NON-INSTRUCTIONAL FACILITIES (NIFS). The Department of Education must recognize an E-Rate eligible SCHOOL as meeting the statutory definition of an elementary and or/secondary school. An ANNEX is considered a second campus to an eligible school (e.g., alternative schools, career education centers). A NON-INSTRUCTIONAL FACILITY (NIF) is a building without classrooms that meets the E-Rate definition as having an "educational purpose" to support the schools (e.g., school board office, data centers, food service office )</p>

**AT&T Response:**

AT&T has read and understands.

## B. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

1. The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country can access discounts on E-Rate eligible data transmission of products and services. The program is commonly known as the E-Rate Program.

**AT&T 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 local and long-distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring





our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

2. The eligibility for discounts on eligible services is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which the Act established. The discount amount is based on the number of students receiving free and reduced-price meals or verified Community Eligibility Provision (CEP) data.

#### AT&T Response:

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


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/>

3. All service providers are required to retain receipt and delivery records relating to bidding, contracts, the application process, invoices, provision of services, communications concerning this RFP, and other matters relating to the administration of universal service for at least ten years after the last day of services.

#### AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules, specifically, FCC 14-99A1 7th Report and Order Section G.1.262 that extends the document retention period from five to 10 years after the latter of the last day of the applicable funding year, or the service delivery deadline for the funding request.

4. The current document retention requirement became effective upon announcement in the [Federal Register](#)  on November 20, 2014. The suggested list of documents to be retained can be found in paragraphs 45-50 in the FCC's 5th Report and Order ([FCC 04- 190](#)).





### AT&T Response:

See AT&T's Response above.

5. For example, if a service provider provides recurring Internet access to the DISTRICT from Funding Years 2021 -2026, the provider must retain all records on this transaction for 15 years (10 + 5 years).

### AT&T Response:

See AT&T's Response above.

6. Service or product substitutions must meet the following conditions as specified in the Federal Communications Commission (FCC) rules:
  - a. The substituted services or products have the same functionality as the services or products contained in the original proposal.
  - b. The substitution does not violate any contract provisions or any state or local procurement laws.
  - c. The substitution does not increase the percentage of ineligible services or functions.
  - d. The requested change is within the scope of the establishing [FCC Form 470](#), including any Requests for Proposal (RFPs), for the original products and services.

### AT&T Response:

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

## C. SERVICE PROVIDER ACKNOWLEDGEMENTS

7. The Service Provider acknowledges that no change in the products and services specified in this document will be allowed without prior written approval from the DISTRICT.





### **AT&T Response:**

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

8. If the Vendor changes a Service Provider Identification Number (SPIN), the DISTRICT must be notified in writing before filing Form 471.

### **AT&T Response:**

SPIN changes may be approved by USAC only within limited circumstances. AT&T will comply with all E-rate SPIN change guidelines and procedures pursuant to the Schools and Libraries Division of USAC, and AT&T will not grant permission unless E-rate rules are met.

9. The Service Provider acknowledges pricing submitted in the proposal is the lowest corresponding price (LCP) under § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the DISTRICT being charged over the lowest corresponding price. The geographical area will be defined as the Vendor's footprint within the State of Louisiana unless otherwise explained in the response. Vendors not submitting the LCP in response to this RFP may be disqualified from bidding.

### **AT&T 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.

10. This offer is in full compliance with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the DISTRICT from paying its proportionate share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the DISTRICT, USAC, or the FCC request information.

### **AT&T Response:**

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.







11. The Service Provider agrees to file the Annual Service Provider Certification (SPAC) required by the E-rate program, thus, agreeing to abide by all E-Rate program rules as codified by the Federal Communications Commission (FCC).

**AT&T Response:**

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

## D. STARTING SERVICES/ADVANCE INSTALLATION

12. The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. The Agreement's contract "effective date" is July 1, 2022, and E-Rate eligible goods and services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022).

**AT&T Response:**

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

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

13. Category 1 services (Data Transmission Services and Internet Access) will begin on July 1 of a funding year; therefore, the service provider may need to undertake some construction and installation work before the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered while the associated Category 1 services begin. If services start on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.





### AT&T Response:

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.

## E. INVOICING

14. The Service Provider agrees to bill and receives a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The DISTRICT's E-Rate Discount was 90% for 2021-2022. No change in the discount is anticipated for 2022-2023.

### AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits, or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted





by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at : <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>

15. The DISTRICT will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the DISTRICT will be liable for is the pre-discount amount minus the funded amount, as shown on the FCC Form 471. Any identified ineligible costs will not be included in the funding request. The DISTRICT reserves the option to file Form 472 if it is the most cost-effective and streamlined method.

#### AT&T Response:

Pursuant to E-Rate and FCC Free Services Advisory rules, St. Mary Parish School District 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.

16. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the DISTRICT shall pay only the discounted amount beginning with the first billing cycle.

#### AT&T Response:

After E-Rate funding is approved, Customer must file its form 486 with the SLD and provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to which Funding Request Number, in accordance with the instructions received in the Customer Welcome Package, in order to obtain E-rate discounts. Once customer has completed these requirements, AT&T will discount the eligible charges retroactive to July 1st of the funding year or to whenever





eligible service to St. Mary Parish School District commenced, whichever date is later, and will invoice the SLD for the discounted amounts.

## F. PRICING AND FEES

### AT&T Response:

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

17. All pricing for WAN and Internet must appear on the forms, and pricing must comply with LCP rules (See page 6). The scoring of the total eligible price is weighted heavier than other factors. All Vendors MUST also disclose all "estimated current" fees on the pricing form. It is understood regulatory fees may increase annually; however, a statement explaining each fee must be included in the proposal. The DISTRICT must be able to compare costs submitted by all vendors fairly. If a winning bidder adds a self-imposed fee to an invoice or monthly statement, the District is not obligated to pay the fee. The DISTRICT must compare all prices equally during the scoring process.

### AT&T 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.

18. Vendors proposing a one-time fee(s) must include a detailed explanation and breakdown of the fee in the response. Construction cannot be included in the one-time fee. A one-time fee(s) may include design and engineering, initial configuration, and project management. Please refer to the eligible services list for more details.

19. Vendors must include or disclose **ALL FEES IN THE RESPONSE**. Vendors should estimate fees if the pricing structure varies.





### AT&T Response:

AT&T installation charges or construction fees will be detailed in our pricing.

## G. OVERVIEW OF ST. MARY SCHOOL DISTRICT

21. ST. MARY PARISH SCHOOL DISTRICT is a public school district located in Centerville, Louisiana 70522. There will be 26 E-rate eligible entities as of July 1, 2022, and under the E-Rate program funding matrix, ST. MARY PARISH SCHOOLS is eligible for a 90% discount for eligible Wide-Area Network (WAN) and Internet Access services.

### AT&T Response:

AT&T understands. 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.

Pursuant to E-Rate and FCC Free Services Advisory rules, St. Mary Parish School District 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.

## H. CURRENT WAN SERVICES

22. Currently, the service provider is CONTERRA, AKA DETEL WIRELESS. CONTERRA provides a Point-to-Point fiber network with 10 GIG circuits to 24 sites. (See Page 20-21).

### AT&T Response:

AT&T has read and understands.

## I. CURRENT INTERNET SERVICES

23. CONTERRA provides 10 GIGS of Internet Access to the DISTRICT. The Internet Access demarcation point is currently located at the school board office. Internet Access is shared among all sites.





### AT&T Response:

AT&T has read and understands.

## J. WAN REQUIREMENTS

24. The DISTRICT desires a Layer 2 Ethernet protocol over fiber to the DISTRICT data center.

### AT&T Response:

AT&T Switched Ethernet Service on Demand provides data transport via fiber optics and a switched Ethernet core network and uses two types of routing. Port-based routing service sends data to Ethernet Virtual Channel (EVC) ports, regardless of Virtual LAN (VLAN) tags, and VLAN-based routing sends Ethernet frames according to VLAN instructions. Port connections are available at 100 Mbps, 1,000 Mbps (1 Gbps), 10,000 Mbps (10 Gbps) and 100,000 Mbps (100G). Physical ports offer a range of Committed Information Rates (CIRs) from 2 Mbps to 100 Gbps. The Software Defined Networking (SDN) controller in the network architecture automates network provisioning and orchestrates changes across devices, locations, and services. To process user-generated network and service changes, the controller electronically routes requests from the self-service portal directly to the pertinent network elements and activates services and changes, often within minutes.

AT&T Dedicated Ethernet is a fiber based, point-to-point, Ethernet service that allows Customers to transport data signals between two locations. AT&T Dedicated Ethernet can be used to transport data as an Ethernet signal or embedded within an Optical Transport Network (OTN) signal. **AT&T Dedicated Ethernet is a Layer 1** service supported by the AT&T reconfigurable optical add drop multiplexor (ROADM) / dense wave division multiplexor (DWDM) core network infrastructure.

AT&T Dedicated Ethernet:

- Provides a standardized local dedicated Ethernet offer across a 48-state footprint
- ADE offers up to 100Gbps.
- Transports as native Ethernet, Optical Transport Network (OTN), or as a combination of native Ethernet and OTN formats.
- Addresses space and power concerns with “edgeless” design capabilities
- Provides 99.999% Network Availability with Port Protection Plus optional feature
- Minimizes single points of failure with addition of Diversity optional features





## What's the benefit?

**Simplification:** AT&T Dedicated Ethernet offers enterprises an opportunity to significantly simplify and improve the performance of their network. Because AT&T Dedicated Ethernet is built on Ethernet LAN technology, the principles of the service are well understood; IT staffs are comfortable with Ethernet. Small and medium enterprises do not need large IT staffs to build, manage, and maintain a more complex routed network. WAN connectivity is achieved by extending the LAN.

**Security:** AT&T Dedicated Ethernet is provided over a secure dedicated network with 24X7 monitoring. Our fiber-optic technology and in-band network monitoring ensure reliable performance by quickly detecting and resolving potential problems. AT&T has one of the most comprehensive security portfolios in the industry. We build in robust security measures at every network layer to help reduce the risk of outages and intrusions.

**Flexibility:** AT&T Dedicated Ethernet provides bandwidth options from 1Gbps to 100Gbps with the ability to transport data as native Ethernet or as OTN protocols. Circuits can be arranged in a same speed / same format arrangement, in a same speed / different format configuration, or as a higher speed aggregation arrangement based on your needs.

25. The DISTRICT prefers an all-fiber managed network. Vendors must find the most cost-effective pricing options. Vendors are encouraged to offer various options to improve the resiliency of the network. When possible, fiber should not be installed where it currently exists to avoid the "over-building" of E-Rate fiber networks. Still, the DISTRICT will select the most cost-effective solution, regardless.

### AT&T Response:

AT&T's proposal is all fiber and managed.

26. St. Mary will open a new non-instructional facility at the St. Mary Parish Venyu Data Center on July 1, 2022. A 1-10 GIG burstable WAN circuit option is being requested, as well as a static 10, 15, and 20 GIG solution. It is uncertain how much bandwidth will be needed; therefore, the District would like pricing for all options.

### AT&T Response:

Dynamic Bandwidth Speeds of 2 Mbps to 100 Gbps—are available and include four physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed







and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.

27. The Vendor shall deliver the requested CIR at total bandwidth at each school directly to the DISTRICT Data Center on a full availability basis, 24/7. A clear proposed network diagram of each solution must be included in the response. The DISTRICT requests a "Real- Time Network" whereby users have access to dedicated bandwidth around the clock.

#### AT&T Response:

AT&T has read and understands.

28. Depending on the solution, the service handoff at all sites shall terminate with fiber compatible GBIC connectors. The DISTRICT's Network and Engineering staff will determine the precise site location of the MPOE or DEMARC, or "handoff point."

#### AT&T Response:

AT&T will provide termination as part of our proposed solution. In schools where AT&T fiber is still connected, there will be no change. In new locations, we will work with the schools to determine the location and DEMARC location.

29. The DISTRICT will need to be able to differentiate between the various campuses in terms of traffic flow. Differentiation could be accomplished by physical links between the campuses and the DISTRICT Office, MPLS, or other "partitioning" schemes. The Vendor is directed to describe in detail how this will work in their proposal. If a fiber ring solution is proposed, please explain how the traffic flow at each site will be differentiated. Redundancy is ineligible for E-rate funding.

#### AT&T Response:

Five Classes of Service (CoS) with Service Level Agreements (SLAs)—allow you to tune an Ethernet connection to each application's specific needs such as the real-time and interactive requirements of delay-sensitive voice, video, and financial transactions. This capability enables your high-bandwidth network to efficiently and reliably transport interactive voice and video, which helps ensure that your employees can successfully communicate and collaborate.

AT&T Switched Ethernet—Network on Demand is available in the Basic service arrangement, which includes flexible Committed Information Rate (CIR) and Class of Service (CoS) options and a basic customer port connection.







Flexible CIR and CoS capabilities, which are unavailable via traditional switched Ethernet service, enable you to transport data via a Class of Service (CoS) for each Ethernet Virtual Connection (EVC). The basic customer port connection provides the physical transport facilities from your premises to an Ethernet virtual connection that's based in the Network on Demand environment.

This connection is available at transmission speeds of 100 Mbps and 1 Gbps. However, the 100 Mbps ports are available only with electrical transmission whereas the 1 Gbps ports have an optical transmission option.

So, you get a switched Ethernet data transport solution that's flexible and adaptable to meet your needs.

**Any-to-Any Connections**—enables you, via Ethernet Virtual Connections (EVCs), to configure any port so that it connects to any other port in your network. As a result, a single Ethernet connection can provide your locations with access to various remote resources, such as virtual connections to primary and backup data hosts.

30. The Vendor shall specify that the network is a fiber, managed solution with dedicated bandwidth to the DISTRICT. The Vendor will provide all necessary E-Rate eligible hardware and interfaces accordingly. The make and model of all vendor E-Rate eligible equipment being proposed must be disclosed in the proposal.

#### AT&T Response:

Ciena is the supplier for the NTE which is used for fiber loop facilities. The AT&T Switched Ethernet Service Customer Premises Requirements Document contains the space, power and other environmental considerations associated with AT&T Switched Ethernet Service. The AT&T termination equipment will be determined based on the options selected by St. Mary Parish School District.

31. As part of the proposal, the Vendor will provide the space requirements for installed equipment at sites and the DISTRICT Data Center. Network outage resolution should be coordinated with DISTRICT's technical staff. The DISTRICT expects 99.9% uptime of the network.

#### AT&T Response:

All provisions relating to Service Level Agreements ("SLAs") shall be as set out in the Proposed Contract Documents.

The Ethernet Network Operating Center (ENOC) provides technical support for AT&T Switched Ethernet Service.





The ENOC is responsible for the customer-facing network, including any equipment associated with the ASE network. It functions as the Overall Control Office (OCO) and Maintenance Control Office (MCO) for ASE and has dedicated, knowledgeable staff to identify and resolve network-impacting maintenance conditions. It monitors components in the network infrastructure and, in many cases, may be actively working to resolve an event before you notice it. The 24X7 center tracks and coordinates problem analysis and repair, and if a dispatch is required, hands -off the Work Force Administration Controller (WFAC) trouble ticket within the ASE customer-facing network.

Several types of Service Level Agreements (SLAs) for service and network performance are available for AT&T Switched Ethernet on Demand (ASEoD).

They provide performance commitments and objectives for

- Service availability
- Network latency
- Network data delivery
- Network jitter

For complete SLA details, including eligibility, objectives, and credits, see link:

<http://cpr.att.com/pdf/se/0001-0003.pdf>.

32. The Vendor must provide easy access to the help desk and repair services. A documented procedure must be defined for severe problem escalation with appropriate response times explained in the proposal. The Vendor will provide critical alerts to the DISTRICT's Technical Contacts via email and notification of service outages via telephone to the DISTRICT's Technical Contacts and the status and the estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract. In an emergency, the DISTRICT will require a 24-hour telephone contact to report a critical outage.

#### AT&T Response:

AT&T Complies.

All provisions relating to Service Level Agreements (“SLAs”) shall be as set out in the Proposed Contract Documents.

You submit domestic and international trouble reports to AT&T via our centralized trouble reporting system, which is available 24x7.





You can initiate a trouble report by accessing the AT&T BusinessDirect portal or by contacting the appropriate repair center responsible for receiving customer trouble reports for your product or service. However, your service executive is your single point of contact in the event an escalation is necessary and can help you resolve maintenance problems that aren't resolved through the normal escalation process.

33. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry standards as "real-time." The WAN must support the transmission of QoS ("Quality of Service") tags implemented by the DISTRICT between endpoints. Vendors must include the data rates and explain their proposed solutions clearly.

#### AT&T Response:

Five Classes of Service (CoS) with Service Level Agreements (SLAs)—allow you to tune an Ethernet connection to each application's specific needs such as the real-time and interactive requirements of delay-sensitive voice, video, and financial transactions. This capability enables your high-bandwidth network to efficiently and reliably transport interactive voice and video, which helps ensure that your employees can successfully communicate and collaborate.

Several types of Service Level Agreements (SLAs) for service and network performance are available for AT&T Switched Ethernet on Demand (ASEoD).

They provide performance commitments and objectives for

- Service availability
- Network latency
- Network data delivery
- Network jitter

For complete SLA details, including eligibility, objectives, and credits, see link:  
<http://cpr.att.com/pdf/se/0001-0003.pdf>.

34. The goal is to have a fully operational network by July 1, 2022. The term "fully operational" is defined as error-free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. The Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.





### AT&T Response:

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.

35. Vendors MUST include a clearly labeled detailed Map and a Network Diagram of the fiber route being constructed.

“AT&T Proprietary/Confidential Information - Trade Secrets not for public disclosure, except to extent required by law.”

### AT&T Response:

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

36. Vendors are encouraged to offer various network design options (e.g., MPLS, Point-To-Point, fiber ring).

### AT&T Response:

Visio drawing???

## K. INTERNET ACCESS REQUIREMENTS

37. The DISTRICT requests pricing for 10-20 GIGS of Internet Access circuits. ***The DISTRICT is not seeking a bundled firewall with Internet Access.***

### AT&T Response:

AT&T read and understands.





## L. CONTRACT TERMS

### AT&T Response:

**AT&T is offering a 3-year term with 2 optional one-year extensions exercisable solely by Customer. Any additional extensions and/or renewal options would be exercisable only via mutual written consent.**

38. The DISTRICT is seeking a 36-month contract with 2 (1) year extensions not to exceed 60- months. However, the DISTRICT reserves the right to offer other options as a BAFO. Contract terms must allow for cancellation ***of services without financial penalties if an entity is closed or merged to another campus.*** After a 30-day notice, the DISTRICT may cancel services to any entity that is closing.

### AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to Cancellation or Termination shall be as set out in the Proposed Contract Documents.

## M. BASIS OF SELECTION

39. No commitment will be made to select a Vendor's system(s) solely based on cost; however, the price is awarded more points than other factors. Selection will be made on a combination of factors.

### AT&T Response:

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

40. The DISTRICT is requesting information within the proposal to help the scoring committee understand the Vendor's experience and references, Implementation Plan, Price, and other customer satisfaction areas, and conformance to the specifications in this Request for Proposal. Vendors must submit at minimum three





references from public school districts of equal or larger size. References must include the District's name, contact person, and email and telephone number.

41. All proposals submitted by vendors will undergo an administrative review after the public bid opening. The purpose of the Administrative Review is to make sure each proposal contains the information required by the Request for Proposals.
42. Responses will be evaluated according to the weighting criteria, as outlined in the table below.

#### **AT&T Response:**

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

43. The DISTRICT reserves the right to include a Round 1 and Round 2 scoring of proposals. The same scoring criteria below will be used during this process. The top Vendor (s) in the Round 2 evaluation will proceed to an additional level of due diligence, which may include a BAFO process.
44. The committee will then formulate a recommendation to the ST. MARY PARISH SCHOOL DISTRICT Superintendent and School Board.
45. The process that the DISTRICT will use in selecting the Vendor to perform services outlined in the Request for Proposals will be as follows:

No.	Factor	Total Points Available
1	Cost of eligible products and services	30
2	Design and Technical Bid Submittal	25
3	Location of technical support office (proximity to Centerville, La.)	10
4	Ability to deliver services at the start of the funding year <b>AND</b> Offer both WAN and Internet ACCESS as specified in the RFP	15
5	References and Experience (Prior Experience may be considered)	20

#### **AT&T Response:**

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable





local and state procurement statutes, ordinances, guidelines, and other applicable authorities, to contest an award made under this RFP.

## N. RFP CONSIDERATIONS

46. **General** – Failure to obtain the RFP following prescribed procedures or receiving the RFP with insufficient time to respond adequately will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification.
47. **Addenda**– If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be posted in the EPC portal and to the electronic bidding site. No oral statements by any DISTRICT employee shall constitute a change or addendum to the RFP, the Project documents, or any project requirement.
48. **Disposition of Response** – All materials submitted in response to the request will become the DISTRICT's property and be returned only at the DISTRICT's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record. However, proposals submitted with the information marked as "confidential or proprietary" will not be made public until such time that the Vendor redacts the "confidential or proprietary" information.

### AT&T Response:

AT&T clarifies that the physical Response materials become the Customer's property; however, AT&T retains the rights afforded, under state and federal Open Records Acts, to defend from public disclosure any and all proprietary and confidential information. Any pre-existing or newly-developed intellectual property of AT&T, its suppliers or its third parties, provided in this RFP response or developed during performance remains the intellectual property of AT&T or its suppliers.

49. **Proprietary Information**- In the State of Louisiana, pricing is not considered "confidential or proprietary" and cannot be redacted from the proposal.
50. **E-Rate Participation**-The successful Vendor must participate in the E-Rate program, meet all E-Rate billing requirements, and be eligible to receive reimbursement from the School and Libraries Division (E-Rate) for the DISTRICT's E-Rate funding commitment.







### AT&T Response:

AT&T is an eligible Telecommunications Services provider as defined by USAC Schools & Libraries Eligible Services mechanism. Evidence of AT&T's most recent Service Provider Annual Certification Form can be found at the following link:  
<https://slweb.usac.org/Spin/Search>

The Vendor(s) awarded a contract will be required to utilize FCC Form 474 (Service Provider Invoice). The DISTRICT does not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process for WAN and Internet Access at this time.

### AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: <https://www.erate.att.com/arf/index.cfm>. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see <https://www.erate.att.com/arf/index.cfm>. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.







If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at : <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>

51. **Pricing**-All pricing submitted shall be Vendor honored for 120 calendar days from the proposal due date.

#### AT&T Response:

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

## O. SUBMITTAL INFORMATION

52. **Submittal**— Each Vendor submitting a proposal via **mail, hand-delivery, or carrier service** shall submit an original proposal plus **four** copies and one electronic copy of the proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper, and the electronic copy must be in PDF format saved to a non-returnable USB drive.**

53. **Cover Page and Forms**-The proposal must include the cover sheet on Page 18 and a completed non-collusion form on Page 19. The Cover Page (See Page 18) and the Non- Collusion Form (Page 19) **MUST** appear in the Beginning Section of the Proposal, and all other forms **MUST** appear in the last section of the proposal. ***Omitting any required forms may be a disqualifying factor.***

54. ***Omitting any required forms may be a disqualifying factor.***

55. **Table of Contents**-A table of Contents is required for each proposal.

56. **Contents**-Vendors should take this opportunity to present a well-organized proposal to address all specifications in the RFP. Clear Maps and Diagrams **MUST** be labeled and easy to read and understand. All pages **MUST** include in the header or footer the





name of the company and the page numbers. All pricing required forms MUST appear in the last section of the proposal.

**57. References and Other Information-** Vendors are encouraged to provide details about the qualifications of technical staff, E-Rate personnel, training, technical support offices' locations, and other areas of importance to an evaluation committee. Three references from school districts of similar size or larger are required. Vendors must include the name of the school district, contact person's address, telephone and email address, and a short description of services currently being offered.

### AT&T Response:

#### Qualifications of technical staff

When you select AT&T as your service provider, you get service from a staff with outstanding credentials and experience.

#### Training

AT&T keeps its employees up-to-date on technology by offering leader-led and web-based training.

To support our employee training program, we

- Work with leading vendors to customize our employees' training
- Encourage management employees to complete technical degree programs
- Coordinate with the Communications Workers of America (CWA) to offer training programs for non-management employees

Our industry-recognized training program is a major factor in making AT&T a great place to work. And as a result, our trained technicians and account managers understand technology and can work with you to optimize your solution.

#### Technical support offices' locations

AT&T Special Services Technicians for the Morgan City, Franklin and Berwick area are dispatched from the Houma Work Center. Their manager is Rodney Freeburn.

The AT&T Global Customer Support Centers (GCSCs) are in several locations in four continents.

They include





- Bangalore, India
- Brno, Czech Republic
- Cyberjaya, Malaysia
- Durham/Raleigh, North Carolina, U.S.
- Oakton, Virginia, U.S.
- Sao Paulo, Brazil
- Singapore

The GCSCs are state-of-the-art information technology (IT) management centers, designed to provide reactive, proactive, and predictive technical support and consultation to our customers. The centers support our clients' comprehensive networking needs through the use of sophisticated technology, tools, and processes. We staff the GCSCs with highly skilled professionals, who all work together with your IT infrastructure team.

## AT&T References

AT&T Dedicated Ethernet  
Louis Boullion  
Chief Information Officer  
Information Technology Department  
St. Tammany Parish Public School System  
Phone: (985) 898-3237  
[louis.boullion@stpsb.org](mailto:louis.boullion@stpsb.org)

AT&T Switched Ethernet and AT&T Dedicated Internet  
Tammy S. Seneca, PhD  
Supervisor of Information  
Systems and Educational Technology  
Phone: (225)-343-8309  
[tammy.seneca@wbrschools.net](mailto:tammy.seneca@wbrschools.net)

AT&T Switched Ethernet with Network on Demand and AT&T Dedicated Internet  
Stephanie Steib  
Director of Information Technology Services  
St. Charles Parish Public Schools  
13855 River Road  
Luling, LA 70070  
Phone: (985) 785-3126  
[ssteib@stcharles.k12.la.us](mailto:ssteib@stcharles.k12.la.us)



58. **Proposal Deadline** – Proposals shall be submitted to the address listed on Page 2. Proposals received later than the date and time in the event schedule will be returned to the sender unopened. Facsimile (fax) copies or email responses of submittals will **not** be accepted. Proposals uploaded to the electronic bidding site after the deadline will not be accepted.
59. **Withdrawal**– Responses may be withdrawn by the Vendor submitting the information at any time before the closing date and time for receipt of responses. A vendor may submit a new or modified offer before the designated submission deadline. Whether oral or written, modifications offered in any other manner will not be considered unless the DISTRICT desires a BAFO.
60. **Information Request(s)** – To control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the School DISTRICT, Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individuals listed below. Submit all inquiries via email only to— [kderise@stmaryk12.net](mailto:kderise@stmaryk12.net). NO PHONE CALLS. Please read the Event Calendar for the opening and closing dates of questions.
61. **Right to Accept or Reject** -The DISTRICT reserves the right to accept or reject any proposals in their entirety or any portions(s) and waive any informality or irregularity in the Request for Proposal.

#### AT&T Response:

AT&T takes exception to the waiver of informality or irregularity 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 contracting process.

62. **Forms of Agreement** – The DISTRICT reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification insurance as may be stipulated by the DISTRICT.

#### AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions





contained in the Proposed Contract Documents. 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 light, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

All terms and conditions relating to Indemnification shall be as set out in the Proposed Contract Documents, in particular Section 7 ("Third Party Claims") and all subsections thereto.

**63. Availability of Funds** – The DISTRICT's obligation herein is contingent upon receipt by the DISTRICT of the total funding commitment allowed by the Universal Service Fund through the "E-Rate" program. No legal liability on the DISTRICT for payment of any money shall arise unless and until funds are made available for this procurement through the "E-Rate" Program. The DISTRICT may award a contract for all requirements outlined in the RFP, or any portion of funds, contingent upon the level of funding provided by the Schools and Libraries Division.

#### AT&T 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.

64. **Equal Opportunity** – The DISTRICT's policy that, in connection with all work performed under Purchasing Contracts, there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, or national origin, sex, or religious creed. Therefore, the Vendor(s) agrees to comply with applicable Federal and Louisiana laws, including, but not limited to, the Louisiana Fair Employment & Housing Act. Also, the successful Vendor(s) agrees to require like compliance by all subcontractors employed on the job.

#### AT&T Response:

AT&T agrees it will not discriminate in the performance of the services proposed herein against any employee or applicant for employment because of race, color, religion, sex, national original or ancestry.

65. **Compliance**– Responses that do not comply with instructions and forms may be disqualified from bidding, as noted in the applicable sections of the RFP.





## AT&T Response to St. Mary Parish School District's RFP #22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

### AT&T Response:

AT&T has strived to comply with all instructions and forms. Should there be any questions or needed information, AT&T requests the ability to remedy that omission.







## **E-Rate Request for Proposals**

### **LEASED LIT FIBER Wide Area Network (WAN) and Internet Access Services**

#### **NOTICE TO BIDDERS**

ST. MARY PARISH SCHOOLS, aka "DISTRICT," seeks proposals for LEASED LIT FIBER WIDE AREA NETWORK AND INTERNET ACCESS connectivity to 26 eligible entities listed on Page 20-21. The DISTRICT prefers one Vendor to provide Internet Access and Wide-Area network services.

Currently, all circuits terminate at the School Board Office and Data Center located at 474 Highway 317 Centerville, La. 70522.

The DISTRICT desires a LEASED LIT FIBER network. The current network is a fiber WAN network, and 24 sites have 10 GIG connections that terminate at the data center. One site shares a circuit, and a new non-instructional facility will be added on July 1, 2022.

The DISTRICT has 10 GIGS of Internet Access shared among all sites. The Internet Access demarc is located at the school board office, and a bundled firewall and special construction are **Not** being requested in the RFP.

Send sealed proposals via certified mail, UPS, Fed Ex, or hand-delivered to ST. MARY PARISH SCHOOL DISTRICT or you may upload bids at <http://centrallauctionhouse.com>. Please check <http://centrallauctionhouse.com> website in ADVANCE for rules and fees for uploading to the bidding site. The DISTRICT is not responsible for delays in uploading and will disqualify proposals received after the deadline.

Sealed proposals can also be delivered OR mailed to:

**ST. MARY PARISH SCHOOLS**

**E-Rate RFP #22-01 WAN AND INTERNET**

**ATTENTION: KEVIN DERISE**

**474 HIGHWAY 317, CENTERVILLE, LA. 70522**

**DEADLINE FOR PROPOSAL SUBMISSION MONDAY, JANUARY 10, 2022, 2:00 PM (CST)**





## P. RESPONSE PACKAGE COVER SHEET

### PROPOSAL OPENING:

PROPOSER: AT&T

SIGNATURE: signed documents attached

NAME: Erik Lindborg

(PRINT OR TYPE) ADDRESS: 12150 Research Parkway

CITY, STATE, ZIP CODE Orlando, LA 32826

AREA CODE & PHONE: 407-455-1644

### AT&T LEADERSHIP IS:

Name: John Stankey

Title: Chief Executive Officer

Name: Pascal Desroches

Title: Senior Executive Vice President & Chief  
Financial Officer

Name: Ed Gillespie

Title: Senior Executive Vice President - External and  
Legislative Affairs

### AT&T Response:

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





## Q. NON-COLLUSION STATEMENT

ST. MARY PARISH SCHOOLS

Erik Lindborg states that he is the Assistant Vice President of Sales, State, Local and Education, AT&T. (a partner of the firm, officer of the corporation, or individual making the foregoing proposal); that said proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to put in a sham proposal or to refrain from proposal, collusion, or communication or conference, with any person, to fix the proposal price or to fix any overhead, profit or cost element, or that of any other Proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said proposal or proposal are true.

### AT&T Response:

In lieu of the foregoing, the undersigned can affirm to the best of the undersigned's knowledge and belief that this RFP Response was not prepared in collusion with any other person or company engaged in the same line of business or commerce. The undersigned is not an officer, but is an authorized signatory of AT&T.

Signed documents attached  
(Signature)





## R. LIST OF ENTITIES AND CURRENT WAN BANDWIDTH

ENTITY	ENTITY TYPE	ADDRESS	CITY AND ZIP	BANDWIDTH
1. J. S. AUCOIN ELEMENTARY	SCHOOL	739 JULIA ST.	AMELIA, LA. 70340	10 GIGS
2. BERWICK HIGH SCHOOL	SCHOOL	700 PATTIE DR	BERWICK, LA. 70342	10 GIGS
3. BERWICK ELEMENTARY	SCHOOL	400 TEXAS ST	BERWICK, LA. 70342	10 GIGS
4. BERWICK JUNIOR HIGH	SCHOOL	3955 BOURGEOIS DR.	BERWICK, LA. 70342	10 GIGS
5. MORGAN CITY SENIOR	SCHOOL	2400 TIGER DR	MORGAN CITY, LA. 70380	10 GIGS
6. NORMAN ELEMENTARY	SCHOOL	900 SPRUCE ST	MORGAN CITY, LA. 70380	10 GIGS
7. MORGAN CITY JUNIOR HIGH	SCHOOL	911 MARGUERITE ST	MORGAN CITY, LA. 70380	10 GIGS
8. WYANDOTTE ELEMENTARY	SCHOOL	2 GLENWOOD ST	MORGAN CITY, LA. 70380	10 GIGS
9. JULIA B MAITLAND ELEM	SCHOOL	1907 FEDERAL AVE	MORGAN CITY, LA. 70380	10 GIGA
10. BAYOU VISTA ELEMENTARY	SCHOOL	1155 DELMAR RD	MORGAN CITY, LA. 70380	10 GIGS
11. HATTIE A WATTS ELEM	SCHOOL	1307 3RD ST	PATTERSON, LA. 70380	10 GIGS
12. PATTERSON JUNIOR HIGH	SCHOOL	225 CATHERINE ST.	PATTERSON, LA. 70380	10 GIGS
13. PATTERSON HIGH SCHOOL	SCHOOL	2525 MAIN STREET	PATTERSON, LA. 70380	10 GIGS
14. CENTERVILLE HIGH SCHOOL	SCHOOL	9225 Hwy 182 W	CENTERVILLE, LA. 70522	10 GIGS
15. FRANKLIN SENIOR HIGH	SCHOOL	1401 CYNTHIA ST	FRANKLIN, LA. 70538	10 GIGS
16. LAGRANGE ELEMENTARY	SCHOOL	2129 CHATSWORTH RD	FRANKLIN, LA. 70538	10 GIGS
17. W. P. FOSTER ELEMENTARY	SCHOOL	101 2ND ST	FRANKLIN, LA. 70538	10 GIGS
18. FRANKLIN JUNIOR HIGH	SCHOOL	525 MORRIS ST	FRANKLIN, LA. 70538	10 GIGS
19. B. EDWARD BOUDREAUX	SCHOOL	18333 HWY 182	BALDWIN, LA. 70514	SHARED
20. WEST ST. MARY HIGH SCHOOL	SCHOOL	18333 HWY 182	BALDWIN, LA. 70514	10 GIGS





## AT&T Response to St. Mary Parish School District's RFP #22-01 for Leased Lit Fiber Wide Area Network (WAN) and Internet Access

ENTITY	ENTITY TYPE	ADDRESS	CITY AND ZIP	BANDWIDTH
21. RAINTREE ELEMENTARY	SCHOOL	501 RAINTREE DRIVE	BALDWIN, LA. 70514	10 GIGS
22. MATERIAL & OPERATIONS CENTER	NIF	212 ONSTEAD ST	MORGAN CITY, LA. 70380	10 GIGS
23. ST MARY PARISH OFFICE OF SPECIAL SERVICES	NIF	402 IBERIA ST	FRANKLIN, LA. 70538	10 GIGS
24. ST. MARY PARISH SCHOOLS CENTRAL OFFICE COMPLEX	NIF	474 HIGHWAY 317	CENTERVILLE, LA. 70538	10 GIGS
25. ST. MARY PARISH ALTERNATIVE PROGRAM	ANNEX	131 CLAUSEN RD S	FRANKLIN, LA. 70538	10 GIGS
26. ST. MARY PARISH VENYU DATA CENTER	NIF	601 Milam Street	Shreveport, La. 71101	NEW Open July 1, 2022

### S. Current INTERNET ACCESS

NAME OF SITE	CURRENT SPEED	ADDRESS	CITY AND STATE
ST. MARY PARISH SCHOOL CENTRAL OFFICE COMPLEX (DATA CENTER)	10 GIGS		

### T. AT&T Proposed Dedicated Ethernet MONTHLY COST

NAME OF SITE	COST 10 GIGS	COST 15 GIGS	COST 20 GIGS
1. J. S. AUCOIN ELEMENTARY	\$	\$	\$
2. BERWICK HIGH SCHOOL	\$	\$	\$
3. BERWICK ELEMENTARY	\$	\$	\$
4. BERWICK JUNIOR HIGH	\$	\$	\$
5. MORGAN CITY SENIOR	\$	\$	\$
6. NORMAN ELEMENTARY	\$	\$	\$
7. MORGAN CITY JUNIOR HIGH	\$	\$	\$
8. WYANDOTTE ELEMENTARY	\$	\$	\$
9. JULIA B MAITLAND ELEM	\$	\$	\$
10. BAYOU VISTA ELEMENTARY	\$	\$	\$
11. HATTIE A WATTS ELEM	\$	\$	\$





**AT&T Response to St. Mary Parish School District's RFP #22-01 for  
Leased Lit Fiber Wide Area Network (WAN) and Internet Access**

NAME OF SITE	COST 10 GIGS	COST 15 GIGS	COST 20 GIGS
12. PATTERSON JUNIOR HIGH	\$	\$	\$
13. PATTERSON HIGH SCHOOL	\$	\$	\$
14. CENTERVILLE HIGH SCHOOL	\$	\$	\$
15. FRANKLIN SENIOR HIGH	\$	\$	\$
16. LAGRANGE ELEMENTARY	\$	\$	\$
17. W. P. FOSTER ELEMENTARY	\$	\$	\$
18. FRANKLIN JUNIOR HIGH	\$	\$	\$
19. B. EDWARD BOUDREAUX ***	\$	\$	\$
20. WEST ST. MARY HIGH SCHOOL	\$	\$	\$
21. RAINTREE ELEMENTARY	\$	\$	\$
22. MATERIAL & OPERATIONS CENTER	\$	\$	\$
23. ST MARY PARISH OFFICE OF SPECIAL SERVICES	\$	\$	\$
24. ST. MARY PARISH SCHOOLS CENTRAL OFFICE COMPLEX	\$	\$	\$
25. ST. MARY PARISH ALTERNATIVE PROGRAM	\$	\$	\$
26. ST. MARY PARISH VENYU DATA CENTER	\$	\$	\$

10 GIGS

1-10 GIGS BURSTABLE

26. ST. MARY PARISH VENYU DATA CENTER**	\$	\$
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**Note:** As AT&T circuits cross LATA boundaries, inter-office connections require an EVC be at 2 Gig CIR or lower. For a 10 Gig port, you could have five 2 Gig EVCs, but would not be able to exceed port CIR.

## U. AT&T Proposed Dedicated Internet Access

10 GIGS	15 GIGS	20 GIGS
10 Gig on a 10 Gig PORT with AT&T Managed Router \$3,838.40*	AT&T does not provide 15 Gig price.	20 Gig utilizing two 10 Gig connections with BGP and AT&T Managed Router \$7,676.80*
10 Gig on a 10 Gig PORT with Customer Provided Router \$3,109.00*		20 Gig utilizing two 10 Gig connections with BGP and Customer Provided Managed Router \$6,218.00*
10 Gig on 100 Gig PORT \$11,546.83 with Customer Provided Router	AT&T does not provide 15 Gig prices.	20 Gig on a 100 Gig Port \$12,555.54 with Customer Provided Router

### AT&T Response:

\*Note this is promotional pricing ending on February 6, 2022.

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

