

Region 4 ESC

Contract # R210801

for

Internet Service Provider for TEA Connect Texas Program
with

AT&T Corp

Effective: August 1, 2021

Tab 1 –Contract and Signature Form

This Contract (“Contract”) is made as of June 29, 2021 by and between AT&T Corp. (“AT&T” or “Contractor”) and Region 4 Education Service Center (“Region 4 ESC”) for the purchase of Internet Service Provider for TEA Connect Texas Program (“the products and services”).

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 21-08 for (“RFP”), to which Contractor provided a response (“Proposal”); and

WHEREAS, Region 4 ESC selected Contractor’s Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days’ (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree in writing to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror’s proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. Applicable Pricing Schedule or Order
 - ii. This Master Agreement
 - iii. AT&T's AUP, Tariffs, Guidebooks and Services Guides, provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedent over Tariff Terms.
 - iv. Offeror's Best and Final Offer
 - v. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term, or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure.

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the

continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Shipping Point and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

- 16) Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T

may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- 18) Audit Rights. Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's confidential information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

AT&T will work cooperatively with the Customer to reach mutually acceptable provisions for testing and confirming system compliance with mutually agreed specifications. AT&T will follow manufacturer recommended acceptance tests. On successful completion of manufacturer recommended testing, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. AT&T will comply will all legal requirements for background checks, but any additional background checks required by Customer would be at Customer's expense and subject to applicable legal requirements, collective bargaining agreements and company policies. AT&T is sensitive to and understands the Customer's concerns. AT&T works successfully with many school districts with similar requirements and if awarded the bid, AT&T agrees to work with Customer to address security concerns and issues in this regard, if any.
- 26) Safety measures. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably

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

29) Funding Out Clause. Subject to the terms of this clause, a Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the Contract; provided that in the case of such a termination Region 4 ESC shall provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section, and no later than the date of such termination shall also pay AT&T all unamortized (in accordance with Generally Accepted Accounting Principles) non-recurring costs incurred by AT&T in connection with providing the Service.

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

Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 30; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

Infringing Services. Whenever AT&T is liable under Section 30, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 30 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 30.

AT&T's obligations under Section 30 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

- 31) Marketing. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Limitation of Liability and Disclaimers

34.1 Limitation of Liability

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING

WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
- 34.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
- 34.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.
- 34.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.
- 34.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name AT&T Corp.

Address 208 S Akard Street

City/State/Zip Dallas, Texas 75202

Telephone No 214.782.3800

Email Address jason.c.porter@att.com

Printed Name Jason C. Porter

Title President – Public Sector and FirstNet

Authorized signature Jason Porter

Accepted by Region 4 ESC:

Contract No. R210801

Initial Contract Term 8/1/2021 to 7/31/2024

Margaret S. Bass 6/29/2021
Region 4 ESC Authorized Board Member Date

Margaret S. Bass
Print Name

Linda Tinnerman 6/29/2021
Region 4 ESC Authorized Board Member Date

Linda Tinnerman
Print Name



Executive Summary

In the past several years, education has changed. As students become increasingly tech-savvy, you look for new ways to engage and educate your students. Adding or enhancing classroom technology can help create a learning environment that's more relevant to students today.

To meet the objectives of the TEA Connect Texas Program, Region 4 must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you build a network platform to support the following objectives:

- Improve performance
- Enhance the services that you provide
- Improve your operational efficiency



AT&T Solution for Region 4 ESC

We've carefully reviewed Region 4 ESC's organization and technology goals and designed a flexible, cost-effective solution that allows you to streamline your operations. Our solution for Region 4 is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

AT&T High Speed Internet—Enterprise is a broadband internet access service that uses copper and/or fiber facilities. High Speed Internet—Enterprise provides 24/7 internet access at speeds fast enough—up to 1 Gbps.

The solution includes these key features:

- **Broadband Speeds**—range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location) at a fraction of the cost of Private Line or Ethernet internet access. These high speeds can support multiple users that need simultaneous internet access.
- **Mobility Education Offer**- In the event that the timeline to implement wired services across the State to the targeted Connect Texas population has an extended completion period, regardless of selected broadband provider, AT&T can deliver wireless services for an affordable solution to connect students while the wired services are in process of implementation.



- **Enterprise Support**—is available 24/7 at 1-877-XDSL-ATT regardless of service location. In addition, for high-volume orders, we provide provisioning implementation managers (PIMs) to help ensure the smooth provisioning of your services. Also, professional installation is available, so you can get the level of support that you need.
- **Customer Premises Equipment (CPE)**—offers Ethernet and Wi-Fi connectivity. AT&T provides the CPE with the service. So, you get the convenience of AT&T-configured equipment that's compatible with your service.
- **Consolidated Billing**—provides a single consolidated invoice for all your service locations. You can conveniently customize the account structure.

Advantages of AT&T

A relationship with AT&T includes the advantaged described below:

- **Broadband Speeds**—for this technology range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location) at a fraction of the cost of Private Line or Ethernet internet access. These high speeds can support multiple users that need simultaneous internet access. AT&T's proposed offer will align with the requirements of TEA's Connect Texas Program.
- **Reliability and Performance**—AT&T invests significantly to upgrade our network for reliability, speed, performance, and disaster readiness so that we can enable tomorrow's capabilities. To help ensure that our network can support our services and provide an optimal experience, we collect billions of measurements across our network every hour. We analyze this data in real time and adjust the network to improve performance.
- **Customer Support**—Building strong customer relationships is one of our core values. We want Region 4 to have an effortless experience with AT&T. That's why we offer you convenient ways to contact us for support, including online and application-based support tools and teams of sales, customer care, and technical support specialists to help you.



- Reliability and Performance**—AT&T invests significantly to upgrade our network for reliability, speed, performance, and disaster readiness so that we can enable tomorrow’s capabilities. To help ensure that our network can support our services and provide an optimal experience, we collect billions of measurements across our network every hour. We analyze this data in real time and adjust the network to improve performance.
- Global Business Communications Experience**—AT&T helps businesses worldwide. Almost three million organizations, from the largest global companies—including nearly all of the Fortune 1000—to small businesses, turn to AT&T. Our customers represent all the major sectors, including financial, manufacturing, education, healthcare, retail, and government.

Education Investments

AT&T has committed to invest \$2 billion over the next 3 years to help address the digital divide. This renewed commitment to the communities we serve combines AT&T’s low-cost broadband service offerings with community investment. And it builds on the company’s contribution of \$1 billion over the last 3 years. Since 2008, AT&T has invested more than \$600 million in the Aspire initiative to drive student success. In addition, our employees have spent millions of hours mentoring hundreds of thousands of students. Through these and other endeavors, we continue to commit our resources to students and the educators who teach them.

Please see Tab 5 – Value Add for information about AT&T’s Education solutions.

Personalized Support when You Need It

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

You’ve seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the AT&T High Speed Internet - Enterprise solution and help you achieve your business goals.

Your AT&T Account Team

Name	Title	Phone Number	Email
Michael Collins	Client Solutions Executive IV	713-567-1234	michael.a.collins@att.com
Bradley Suggs	Client Solutions Executive IV	806-429-6104	bradley.f.suggs@att.com



Name	Title	Phone Number	Email
Neil Kennedy	Client Solutions Executive II	979-224-5624	neil.t.kennedy@att.com



Tab 2 – Products/Pricing

a) Products, Pricing and Availability

Texas Connect Program:

- i. Present Offeror's plans and pricing for offering service under the TEA Connect Texas Program. The Offeror's proposal should clearly outline any requirements Offeror proposes of Texas school districts and program households. Separate pricing may be submitted for urban and rural areas.

AT&T Response:

AT&T will work with the TEA Connect Texas Program to meet the requirements of this offer.

- ii. Describe Offeror's proposed equipment deposit and return strategy.

AT&T Response:

AT&T does not require an equipment deposit, nor the return of the equipment.

- iii. Should a student leave a school district, describe a school district's ability to terminate an individual household before the end of a school year.

AT&T Response:

The School District will notify AT&T's designated contact(s) of all disconnects.

AT&T pricing accounts for student movement capped at 12% annually; any movement beyond that, AT&T reserves the right to charge for installation cost recovery. Cost recovery for early contract termination - \$200 installation recovery.

All terms and conditions relating to service or other termination shall be as set forth in the Proposed Contract Documents.

- iv. Describes Offeror's content filtering capabilities. How do these capabilities align with the Children's Internet Protection Act?

AT&T Response:

Enterprise Traffic Protector



Enterprise Traffic Protector is a quick-to-configure and easy-to-deploy cloud secure web gateway that requires no hardware to be installed and maintained. Enterprise Traffic Protector has multiple layers of protection that leverage real-time Cloud Security Intelligence and multiple static and dynamic malware-detection engines to proactively identify and block targeted threats such as malware, ransomware, phishing, and DNS-based data exfiltration. AT&T's Control Center Portal enables security teams to centrally create, deploy, and enforce both unified security policies and acceptable use policies (AUPs) in minutes for all end-users, when they are connected to the internet.

Enterprise Threat Protector has two layers of protection — DNS Inspection and URL Inspection— delivering security and reducing complexity, without impacting performance.

Domain Name System (DNS) Inspection: Every requested domain is checked against AT&T's real-time threat intelligence, and requests to identified malicious domains are automatically blocked. Using DNS as an initial security layer proactively blocks threats early in the kill chain and before any web connection is made. In addition, DNS is designed to be effective across all ports and protocols, thus protecting against malware that does not use standard web ports and protocols. Domains can also be checked to determine the type of content a user is attempting to access, and blocked if the content breaches the enterprise's Acceptable Use Policy (AUP).

URL Inspection: Requested HTTP and HTTPS URLs are checked against AT&T's real-time threat intelligence, and malicious URLs are automatically blocked.

Distributed globally, the Enterprise Traffic Protector platform delivers a 100% availability SLA and ensures optimal reliability for an enterprise's web security.

Enterprise Traffic Protector can be used as part of a customer program to implement the Children's Internet Protection Act (CIPA) by identifying the content category of a requested Internet domain (example.com) to enable blocking under an acceptable use policy.

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



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

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

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer. Additionally, upon award, AT&T will work with Region 4 ESC on a mutually agreed upon timeline for deployment of services procured.

- v. Describe Offeror's coverage across Texas. Include known dead zones without service and any known plans to bring service to dead zone areas.

AT&T Response:

AT&T has planned capital investments to expand our broadband services for consumers and businesses.

Please see Attachment – ATT02: TEA Region 4_Zip Code List_2021

- vi. Describe Offeror's ability to provide multi-lingual support to households.

AT&T Response:

The proposed solution does not include multi-lingual support to households.

We will provide Tier 2 support to the Local Education Agency (LEA).

- vii. Is pricing available for all products and services?

AT&T Response:

Yes. Pricing available for all products and services in the proposed solution.

- viii. Describe any shipping charges.

AT&T Response:

The proposed equipment is not shipped; therefore, no shipping charges are incurred.

- ix. Provide pricing for warranties on all products and services.



AT&T Response:

The proposed equipment is leased and owned by AT&T.

- x. Describe any return and restocking fees.

AT&T Response:

The proposed solution does not contain return or restocking fees.

- xi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

AT&T Response:

Please see the Pricing section for our offer.

- xii. Describe payment methods offered.

AT&T Response:**Payment Options**

AT&T accepts payments via EFT/ACH.

Customers can conveniently pay the AT&T invoice using EFT/ACH. Enrollment instructions at the following link:

- <https://www.att.com/support/smallbusiness/article/smb-local-long-distance/KM1258045/>.

AT&T also accepts payments by check mailed to the lockbox printed on the invoice.

- xiii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

AT&T Response:

All terms and conditions relating to pricing, invoicing and payment shall be as set forth in the Proposed Contract Documents.



xiv. Describe how future product introductions will be priced and align with Contract pricing proposed.

AT&T Response:

See response above to xiii.

xv. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

AT&T Response:

AT&T can comply. Prices are exclusive of applicable taxes, fees and surcharges, which are subject to change during the term of the contract. Upon request AT&T can provide an illustrative list of fees and surcharges based on current rates.



Tab 3 – Performance Capability

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for Cooperative Contract. Responses should highlight experience and describe how volume will be tracked and reported to OMNIA Partners.

AT&T Response:

AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

AT&T Response:

AT&T is certainly willing to entertain the opportunity to provision to other customers. However, AT&T would need to know information including, but not limited to, which customers were being considered, how the billing and collection would work (e.g., who would ultimately be responsible for payment), any credit issues, and what services were involved. Once AT&T understood the details, AT&T would consider this opportunity.

AT&T is providing a custom solution based on Customer's specific scope and facilities. Customer's unique, customized needs would not be applicable to other customers; however, AT&T will be happy to provide other interested customers with a customized solution based on the customer's requirements.

For the avoidance of doubt, AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party



beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications.

AT&T Response:

Please see our response to i. above.

iv. Describe the Offeror's understanding of the Scope of Work and the TEA Connect Texas Program requirements. Detail how the Offeror proposes to meet each of the requirements.

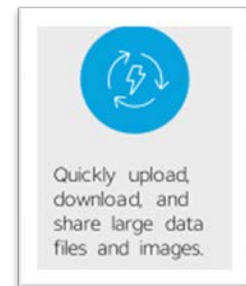
AT&T Response:

AT&T meets the Region 4 Education Service Center ("Region 4 ESC") and the Texas Connect Texas Program requirements as a qualified supplier with the *"depth, breadth, and quality"* resources to deliver and support fixed broadband Internet access for economically disadvantaged kindergarten through 12th grade households in Texas (TEA Connect Texas).

Gain and maintain access to the vital information and communications resources needed for success.

We built our solution around AT&T's Internet Services that will provide Program participants with super-fast Internet access. AT&T Internet Services is a suite of high-speed broadband Internet access services that uses advanced, IP-based technology and a combination of copper phone lines and fiber backbone to connect household locations using multiple broadband access technologies such as:

- High Speed-Internet
- VDSL (IP Broadband)



AT&T Internet also gives participants the ability to use a wireless router to link multiple computers or other devices, like smartphones or tablets, to a single AT&T Internet connection. And, if the equipment fails, we'll replace it quickly.

Broadband Access

Participating household locations may qualify for several transport options provisioned using copper, a combination of copper and fiber, or all fiber. For participating



households in AT&T Fiber ready buildings, service is provisioned on Ethernet over fiber up to 1Gbps with asymmetrical and symmetrical options.

- v. Describe Offeror's broadband data performance standards.

AT&T Response:

AT&T Internet – Over 99% reliability (Based on network availability)

- vi. Describe each service's network reliability. Include disaster recovery plans and business continuity plans.

AT&T Response:

Network Reliability - 99%

Network Preparedness

At AT&T, we design our network to be resilient so we are prepared to provide essential communications and data connectivity for our customers and communities, even before disaster strikes. Our network team builds all cell sites – including those in disaster-prone areas – to meet or exceed state structural standards.

We conduct regular analysis to help ensure our cell sites can withstand natural disasters and other environmental factors. Based on analyses by professional engineers, upgrades or modifications are completed to maintain safe, reliable tower capacity and to meet or exceed all applicable building codes. We also deploy high-capacity battery backup or permanent generators to our cell sites, which allows them to remain in service in the event of a power loss. To prepare our network for natural disasters, we regularly test the batteries located at every site and take steps to ensure any fixed generators are fueled on a regular basis.

Through our Network Disaster Recovery (NDR) organization, we are committed to on-the-ground testing. We have conducted 78 full-scale recovery exercises in the field, which are vital to testing our equipment and abilities. These drills help local and regional first responders understand the role and abilities of our NDR organization, and they maintain the readiness of our teams and equipment.

AT&T Business Continuity Management Program

The AT&T Business Continuity Management Program includes management disciplines, processes and techniques to support our employees and critical business operations in the event of a significant business disruption. Our global team of certified and experienced business continuity experts, led by our President of Technology and



Operations, works to maintain operations of key business processes by utilizing documented business continuity strategies, plans and procedures that are updated and exercised on an annual basis. Regular reports on our business continuity efforts are shared with the Audit Committee of the AT&T Board of Directors.

The AT&T Business Continuity Management Program is certified to the international business continuity standard, ISO 22301:2012. It is also aligned with the Disaster Recovery Institute International (DRII) Professional Practices, Business Continuity Institute Good Practice Guidelines, Department of Homeland Security National Incident Management System and ISO 31000. Our alignment with these standards demonstrates our ability to resume business operations and delivery of customer service in the vital hours and days after a disaster.

In the event of a disaster or other emergency, we implement procedures to quickly restore network functionality, provide critical resources to impacted employees, field customer inquiries and bring service to the communities in which we operate.

- vii. Describe the security policies, measures and any certifications or standards the Offeror has in place to protect privacy and ensure security of information and data transmitted through the Offerors services and products. Include how Offeror ensures data encryption and protect data. Include a description of how the Offeror protects against outside threats and, if compromised, how the Offeror responds to security breaches.

AT&T Response:

AT&T's standards and practices have achieved certification to the International Standards Organization ISO/IEC 27001:2013 Information Security Management Standard. AT&T can provide copies of the current ISO certificate and statement of applicability.

In addition, external audits and certifications are performed for specific services when business requirements merit third-party attestations, including Statement of Auditing Standards No. 70 (SAS 70), Payment Card Industry (PCI), SysTrust, or similar certifications. You can request audit results from your account representative.

Enterprise Traffic Protector

Enterprise Traffic Protector is a quick-to-configure and easy-to-deploy cloud secure web gateway that requires no hardware to be installed and maintained. Enterprise Traffic Protector has multiple layers of protection that leverage real-time Cloud Security Intelligence and multiple static and dynamic malware-detection engines to proactively identify and block targeted threats such as malware, ransomware, phishing, and DNS-



based data exfiltration. AT&T's Control Center Portal enables security teams to centrally create, deploy, and enforce both unified security policies and acceptable use policies (AUPs) in minutes for all end-users, when they are connected to the internet.

Enterprise Threat Protector has two layers of protection — DNS Inspection and URL Inspection— delivering security and reducing complexity, without impacting performance.

Domain Name System (DNS) Inspection: Every requested domain is checked against AT&T's real-time threat intelligence, and requests to identified malicious domains are automatically blocked. Using DNS as an initial security layer proactively blocks threats early in the kill chain and before any web connection is made. In addition, DNS is designed to be effective across all ports and protocols, thus protecting against malware that does not use standard web ports and protocols. Domains can also be checked to determine the type of content a user is attempting to access, and blocked if the content breaches the enterprise's Acceptable Use Policy (AUP).

URL Inspection: Requested HTTP and HTTPS URLs are checked against AT&T's real-time threat intelligence, and malicious URLs are automatically blocked.

Distributed globally, the Enterprise Traffic Protector platform delivers a 100% availability SLA and ensures optimal reliability for an enterprise's web security.

Enterprise Traffic Protector can be used as part of a customer program to implement the Children's Internet Protection Act (CIPA) by identifying the content category of a requested Internet domain (example.com) to enable blocking under an acceptable use policy.

Security Breaches

AT&T protects its information and resources, as well as those of its customers, from unauthorized access, disclosure, corruption, and disruption by enforcing a rigorous, multi-layered security policy.

AT&T considers network and information security to be a cornerstone of the services that we deliver worldwide. We designed our security policy to protect AT&T and AT&T-managed assets and services. It applies to network elements, systems, applications, data, and computing devices that AT&T owns or manages.

In the event AT&T detects a security threat, it will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. We may use a variety of security measures to prevent the spread of a threat, which may include temporarily limiting the flow of traffic over some portions of its network, closing access



ports or taking other actions to address the threat. AT&T attempts to limit those actions to the specific portions of its network or customer base impacted by the security threat and for only as long as necessary to mitigate the threat.

viii. Describe how planned outages are communicated.

AT&T Response:

The HSIA-E Service does include standard maintenance from 12:00 A.M. to 6 A.M., local time, seven days a week without requirement of any additional notice to Customer. AT&T will attempt to use this window of time to provide maintenance when possible, however, AT&T reserves the right to perform service or network maintenance as needed outside this window, in which case AT&T will make a reasonable effort to notify the Customer if feasible under the circumstances.

ix. Describe how Offeror responds to emergency requests and orders.

AT&T Response:

Customer will work with the AT&T Product team to fulfill all request. Each order will be handled as a “best effort” on an Individual Case Basis.

x. What is Offeror’s average on time installation rate? Describe Offeror’s history of meeting the installation, shipping, and delivery timelines.

AT&T Response:

Upon award, AT&T will work with Region 4 ESC on a mutually agreed upon timeline for deployment of services procured. While AT&T’s goal is to meet the designated installation interval 100% of the time, our current on time performance is greater than 90%.

xi. Describe Offeror’s product return and restocking policy.

AT&T Response:

The Broadband CPE provided to the Customer does not need to be returned to AT&T when service is disconnected. There is no penalty or charge to the Customer if the CPE is not returned. If Customer chooses to return the CPE, it may be brought to The UPS Store or it can be dropped off at any other location that offers UPS pickup.

xii. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.



AT&T Response:

Customers must contact AT&T HSIA-E Customer Care for order inquiry or to report a trouble with an AT&T HSIA-E circuit. Support for order inquiries is available Monday through Friday, 9am -8pm EST. Trouble ticket reporting is available 24 hours/7 days/week. The HSIA-E Care team provides support for access circuit provisioning, acceptance testing, trouble ticket resolution, and fault isolation through to the AT&T provided CPE. The service demarcation point of HSIA-E is the Ethernet port of the CPE, excluding inside wiring. The AT&T HSIA-E Customer Care center will only support and accept calls from AT&T's Customer or the Customer identified Point of Contact ("CPOC") and will not accept calls, provide trouble assistance, or interface in any manner with parties other than Customer. All communications with Customer will be in the English language. AT&T HSIA-E Customer Care can be reached at 877-937-5288 or 877-XDSL-ATT. Government customers need to call our US based HSIA-E Customer Care Center at 1-888-337-9438.

Table: Customer Care

Customer Care	Telephone	Hours
Provisioning and Installation	877-937-5288 Opt 4, 1	M-W 8am-8pm ET Except holidays
Maintenance and Repair	877-937-5288 Opt 4, 2	24/7
Escalation Manager and Center Manager is available Monday-Friday 9 AM - 6 PM ET		

xiii. Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

AT&T Response:

AT&T bills for network services monthly. There are hundreds of metrics built into our billing process which ensure the accuracy of order entry, usage processing and bill rating to create the invoice.

Order records (new, change, record, etc.), adjustments, payment activities, updates on equipment or service, customer information, and account information are stored as appropriate and processed during the billing cycle. Bill data quality control infrastructure monitors for anomalies by comparing historical aggregates key bill fields in a cycle against historical information. Variations exceeding specific thresholds trigger investigations. AT&T continuously strives for 100% billing accuracy. Billing production systems are thoroughly tested and verified before customer contracted rates are implemented. When billing tables are loaded with correct rates, AT&T billing systems will apply invoicing debits and/or credits automatically.



Invoices can be accessed electronically via our online tool AT&T Business Direct® where PDF bill images are stored.

AT&T also manages bill disputes via AT&T BusinessDirect®. If a customer discovers a billing error, they should submit a dispute to AT&T's Customer Care Center via BusinessDirect®. Once AT&T receives a dispute, the Customer Care Center will evaluate the request and put the disputed charges in a no-treat status while investigating the dispute. Using our online tool, we can quickly address and correct your billing disputes.

AT&T expects payment according to Section 4 ("Pricing and Billing") and all subsections of the Master Agreement.

AT&T does not accept credit cards as a form of payment on all products and services. Our high-end products and services cannot sustain the expense of credit card payments and must be paid with another form of payment. For products and services where credit cards are accepted, there are no additional fees for this form of payment.

xiv. Describe Offeror's contract implementation/customer transition plan.

AT&T Response:

Provisioning Implementation Manager (PIM) is assigned to oversee the project.

The PIM's responsibilities are:

- Keep Customers central point of contact apprised of order status;
- Monitor orders to ensure process compliance;
- Verify cancellations;
- Review reports for upcoming dates and order problems;
- Perform the following functions on a daily basis:
 - Check all email and voicemail from CPOCs
 - Provide an overview of order status via a weekly spreadsheet (not intended to provide critical status for individual orders)
 - Monitor overall order progress
 - Escalate orders that have problems
 - Check for new orders
 - Escalate on Critical Dates missed
- Hold weekly conference calls with Company's customers.

xv. Describe the financial condition of Offeror.



AT&T Response:

The Dun and Bradstreet Number for AT&T Corp is: 006980080

Although we're unable to share the full report, we can provide you with our D&B rating, which is 5A2.

- xvi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

AT&T Response:

The proposed custom solution will involve a AT&T liaison to support the Region IV Internet solution.

- xvii. Provide any additional information relevant to this section.



EXHIBIT A
RESPONSE FOR COOPERATIVE CONTRACT / MASTER AGREEMENT

1.0 Scope of Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 Education Service Center (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Internet Service Providers for TEA Texas Connect. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier (also referred to herein as “AT&T”) resulting from this Request for Proposal (“Master Agreement”) be made available to other Texas agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit that are located in the State of Texas and participating in the TEA Connect Texas Program (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement in accordance with its terms and the terms of the Master Agreement (including, without limitation, limiting participation to the Public Agencies defined above), any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA

Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to eligible Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings

- D. Advertising
- E. Social Media

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee s under the Master Agreement. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million in the State of Texas. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency and such utilization is dependent upon the Participating Public agencies agreement of the terms of the Master Agreement. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification when required by applicable state or local law for each Participating

Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement (a “Service Level Agreement”) to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) (the “Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any Supplemental Agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- C. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, and (2) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. If the Parties mutually agree, Supplier will identify an executive corporate sponsor and a separate account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the pricing schedule associated with AT&T's RFP response and subject to the Master Agreement pricing is competitive with similarly situated contracts and customers in Texas.

2.3 Sales Commitment

Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Number and location of support centers (if applicable) and location of corporate office.
- C. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.

- D. Describe any green or environmental initiatives or policies.
- E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No

If yes, list certifying agency: _____
- G. If the parties mutually agree, list any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards.
- If any, if the parties mutually agree, list which certifications subcontractors hold and certifying agency.
- H. Describe how supplier differentiates itself from its competitors.
- I. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;

- b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- J. Describe any known debarment or suspension actions taken against supplier prior to the date hereof.

3.2 Distribution, Logistics

- A. If the parties mutually agree, identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- B. If the parties mutually agree, provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from effective date of the Master Agreement describing the strategy to immediately implement the Master Agreement to include, but not limited to, executive leadership endorsement and sponsorship of the award within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement immediately upon award, which may include, but is not limited to:
 - i. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - ii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - iv. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;

- Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. If the parties mutually agree, include a list of current cooperative contracts (regional and national) Supplier holds.
- D. If the parties mutually agree, and subject to any applicable terms or conditions provided by AT&T, Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. If the parties mutually agree, and subject to any applicable terms or conditions provided by AT&T, Supplier acknowledges that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward **Contractor** means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (vi) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micropurchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to breach of contract and remedies shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to termination shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Initials of Authorized Representative of offeror

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s). In addition, AT&T agrees it will not discriminate in the performance of its services against any employee or applicant for employment because of race, color, religion, sex, national original or ancestry.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback"

Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T’s Response:

The wages that AT&T pays its personnel under its collective bargaining agreements have typically exceeded the wage requirements under the Davis-Bacon Act. Nevertheless, AT&T notes that no party has provided a Davis-Bacon Act wage determination as part of this procurement and therefore, AT&T’s pricing is subject to change in the event a Davis-Bacon Act wage determination is later included as part of any applicable procurement.

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T’s compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T's Response:

This provision is inapplicable to any service provided by AT&T under the AT&T Service Contract. Accordingly, AT&T cannot agree to comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency for the services provided pursuant to the AT&T Service Contract.

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to the ownership and use of intellectual property, inventions, and similar matters shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to the ownership and use of intellectual property, inventions, and similar matters shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

AT&T's Response:

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, the undersigned AT&T representative is unaware of any disqualification or debarment that would negatively affect AT&T's ability to provide the products and services.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T's Response:

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, AT&T complies with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING
FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final

expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____
Representative of offeror

Initials of Authorized

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law,

regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

AT&T's Response:

For the purposes of this certification, AT&T clarifies that all contracts it awards to any person or third-party entity specifically tailored to meet the Participating Agency's needs and dedicated exclusively to the performance of all or a portion of the services under the Service Contract will be bound by the foregoing terms and conditions, to the extent applicable. For avoidance of doubt, contracts with suppliers, manufacturers, and providers of off-the-shelf, commercially available goods or services are not included.

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating

Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above *SUBJECT TO THE QUALIFICATIONS AND EXCEPTIONS SET FORTH IN AT&T'S COMMENTS ABOVE***.**

Offeror's Name: _____

Address, City, State _____ Zip _____ Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

AT&T’s Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to breach of contract and remedies shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. and relating to subcontracting shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

AT&T's Response:

The wages that AT&T pays its personnel under its collective bargaining agreements have typically exceeded the wage requirements under the Davis-Bacon Act. Nevertheless, AT&T notes that no party has provided a Davis-Bacon Act wage determination as part of this procurement and therefore, AT&T's pricing is subject to change in the event a Davis-Bacon Act wage determination is later included as part of any applicable procurement.

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

AT&T's Response:

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to termination – both for cause and for convenience, as and to the extent applicable – shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

2. Equal Employment Opportunity:

During the performance of this contract, except as otherwise provided under 41 C.F.R. Part 60, if the Service Contract with a Participating Agency meets the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then with respect to such Service Contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to

Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA suggests the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

AT&T's Response:

The wages that AT&T pays its personnel under its collective bargaining agreements have typically exceeded the wage requirements under the Davis-Bacon Act. Nevertheless, AT&T notes that no party has provided a Davis-Bacon Act wage determination as part of this procurement and therefore, AT&T's pricing is subject to change in the event a Davis-Bacon Act wage determination is later included as part of any applicable procurement.

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to AT&T's compliance with applicable law, regulation, etc. shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

4. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

5. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

agreement.” FEMA awards under these programs do not meet the definition of “funding

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

AT&T’s Response:

This provision is inapplicable to any service provided by AT&T under the AT&T Service Contract. Accordingly, AT&T cannot agree to comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency for the services provided pursuant to the AT&T Service Contract.

Except as may be required by applicable law, notwithstanding anything to the contrary, including the foregoing, all terms and conditions relating to the ownership and use of intellectual property, inventions, and similar matters shall be as set forth in the Service Contract between AT&T and Participating Agency. In addition, applicable terms and conditions on the subject may also appear in any applicable Pricing Schedule(s).

6. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

7. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. . These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by

the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

8. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

"The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

**_____
Signature of Contractor's Authorized Official**

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Recommended Contract Provisions.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following:

AT&T's Response:

Please note that AT&T declines at this time to commit to any of the recommended clauses below in this Section 11 (Recommended Contract Provisions).

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

e. DHS Seal, Logo, and Flags.

- i All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- ii The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

f. Compliance with Federal Law, Regulations, and Executive Orders.

- i All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- ii The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

g. No Obligation by Federal Government.

- i The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- ii The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

h. Program Fraud and False or Fraudulent Statements or Related Acts.

- i The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- ii The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Offeror agrees to comply with all applicable terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Tab 4 – Qualification and Experience

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

AT&T Response:

History

AT&T Corp. was incorporated in the State of New York on March 3, 1885 (133+ years ago.) The corporate address for AT&T Corp. is One AT&T Way, Bedminster, NJ 07921.

AT&T Corp. is wholly owned subsidiary of AT&T Inc. and a member of the AT&T Inc. family of companies.

The Dun and Bradstreet Number for AT&T Corp is: 006980080.

In 1876, Alexander Graham Bell invented the telephone. That was the foundation of the company that would become AT&T — a brand that has become synonymous with the best, most reliable telephone service in the world.

In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a global communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998) and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T.

With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless and YP.com, AT&T is positioned to lead our industry in one of its most significant transformations since the invention of the telephone more than 144 years ago.

- ii. Describe Offeror's reputation in the marketplace.



AT&T Response:

In 2020, research firm Gartner Inc. recognized AT&T for the 16th consecutive year as a Leader in its Global Network Services Magic Quadrant report.

According to Gartner, "Enterprises need greater network agility to support digital initiatives, and global network service providers are supplying new services in response. When sourcing network services, infrastructure and operations leaders must incorporate these new capabilities to achieve success." AT&T is among the few providers to earn a place in the leaders quadrant.

iii. Describe Offeror’s reputation of products and services in the marketplace.

AT&T Response:

Please refer to the previous response.

iv. Describe the experience and qualification of key employees.

AT&T Response:

Your AT&T account team has the qualifications necessary to help ensure that you receive the best service and support for your solution. Your account team has a broad range of technical knowledge, and they've built solid relationships with most reputable vendors.

Your Account Team

Michael Collins Client Solutions Executive IV 713.567.1234 michael.a.collins@att.com	Education and Experience:
	<ul style="list-style-type: none"> • 25 + years’ experience creating sales for delivery of solutions meeting a wide variety of customer needs for AT&T products/services/systems/solutions within the medium-large business and government & education sectors. • Extensive knowledge of AT&T Products and Services • Application sales experience that includes Hosting, Digital Media Solutions, Unified Communications, Cloud Services, Applications Management, Consulting & Integration, and Emerging Technologies • Extensive knowledge of LANs, WANs, and supporting hardware and software • BICSI Credentials: <ul style="list-style-type: none"> • RTPM – Registered Telecommunications Project Manager • RCDD – Registered Communications Distribution Designer • Cisco Certifications: CCDA



	<ul style="list-style-type: none"> • Samsung master • BS MGMT - Our Lady of the Lake University
<p>Bradley Suggs Client Solutions Executive IV 806.429.6104 bradley.f.suggs@att.com</p>	<p>Education and Experience:</p> <ul style="list-style-type: none"> • 25 + years’ experience creating sales for delivery of solutions meeting a wide variety of customer needs for ATT products/services/systems/solutions • Extensive knowledge of AT&T’s entire product/service line. • Focused on critical/large/most complex/high visibility/strategic/tactically vital accounts and issues • 18+ years supporting customer relationship management (i.e. billing, installation, customer issues and public). • Apple Master • B.S. Industrial Engineering – Texas Tech University
<p>Neil Kennedy Client Solutions Executive II 979.224.5624 neil.t.kennedy@att.com</p>	<p>Education and Experience:</p> <ul style="list-style-type: none"> • Ten years’ experience in B2B sales and account management • Fifteen years of sales and service experience with AT&T • In depth understanding of the entire product portfolio that AT&T has to offer • Four years’ experience supporting government and education accounts with sales and service • Apple master • Samsung master • B.S. – Sam Houston State University

We assign tasks and provide account team details after contract signature. We provide the appropriate level of skilled staff to satisfy the terms and obligations of our agreement. And, to support our collaborative relationship with you, we consult with you when possible regarding potential staffing changes.

- v. Describe Offeror’s experience working with public school districts.

AT&T Response:

AT&T has a long history of providing solutions to support public sector customers.

We serve thousands of public sector customers across federal governments, state and local governments, special districts, public safety agencies, and K-12 as well as higher education institutions. As a result, we understand your unique needs and are well prepared to support you.

- vi. Describe in detail what level of assistance will be provided under the Federal Communication Commissions E-rate discount program. Identify how much effort



will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

AT&T Response:

AT&T's Response was not prepared with the e-rate program in mind for the engagement described by this RFP. However, to the extent that e-rate services are desired at any point, AT&T has a robust history with the e-rate program and subject to certain terms and conditions, including all applicable laws and regulations relating to the e-rate program, AT&T will be glad to prepare the appropriate pricing and other terms for customer's review and acceptance in order to comply with e-rate lowest corresponding price rules and Bear or SPI billing methods as appropriate. AT&T notes that typically, in order for any eligible party to receive e-rate funding, it is necessary to begin the process with certified FCC Form 470 for bidders to respond to as outlined at <https://www.usac.org/e-rate/applicant-process/competitive-bidding/open-fair-process/>. To obtain e-rate funding, it is necessarily the responsibility of a customer's to work through those logistics and process, and the involvement of a provider in any regard would challenge the idea of the open and fair bidding process required by applicable e-rate regulations.

- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

AT&T Response:

AT&T is a worldwide multibillion dollar company. Because of the size and scope of our business operations and the many regulatory bodies we deal with, at any given time, AT&T or one or more of its affiliates may be involved in litigation and other matters and engaged in proceedings with governmental agencies. Litigation and regulatory proceedings are an outgrowth of AT&T's business operations. To the knowledge of AT&T, there is no current litigation or governmental investigation in process which would materially and adversely affect AT&T's ability to perform the Services contemplated in this RFP Response. Legal prohibitions concerning the disclosure of non-public information and confidentiality issues restrict AT&T from providing specific information about pending litigation or regulatory proceedings. However, to reiterate, AT&T is not aware to the best of its knowledge, of any proceeding that would materially and adversely impact AT&T's ability to perform the services that are the subject of this RFP.

For additional information about pending litigation that has been publicly disclosed by AT&T, please see: The most recent 10-Q for AT&T Inc., filed with the Securities and



Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec&control_selectgroup=Quarterly%20Filings

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

AT&T Response:

Table: AT&T's References

Entity Name Contact Name & Title Phone / Email	City / State	Years Serviced	Description of Services	Annual Volume
City of Jersey Village Bob Blevins, IT Director 713-466-2182 bblevins@jerseyvillagetx.com	Jersey Village, TX	4	AT&T Business Fiber	Confidential
Cleburne ISD Heath Meland, Systems Administrator 817-202-1173 hmeland@c-isd.com	Cleburne, TX	6	AT&T Dedicated Internet	Confidential
North Texas Tollway Authority Raul Sanchez, IT Manager 214-224-2115 rsanchez@ntta.org	Dallas, TX	14	AT&T Dedicated Internet	Confidential
Midsouth Synergy Russell Smith, IT Director 936-825-5100 rsmith@midsouthsynergy.com	Navasota, TX	7	AT&T Dedicated Internet	Confidential
Milestone Joe Sorrells, IT Director 469-304-0533 joe.sorrells@CallMilestone.com	Heath, TX	3	AT&T Dedicated Internet	Confidential
St Thomas Episcopal School Stephen Gonzales, Director of Technology 713-666-3111 gonzales.stephen@stes.org	Houston, TX	1	AT&T Dedicated Internet	Confidential



Entity Name Contact Name & Title Phone / Email	City / State	Years Served	Description of Services	Annual Volume
Pyramid Tubular Products Billy Stringer, IT Director 832-300-8100 bstringer@pyramidtublar.com	Spring, TX	4	AT&T Dedicated Internet	Confidential
Burrow Global Danny Breaux, IT Director 713-963-0930 danny.breaux@burrowglobal.com	Beaumont, TX	7	AT&T Dedicated Internet	Confidential
KSF Ortopeditcs Kevin Harris, IT Director 281-440-6960 kharris@ksfortho.com	Houston, TX	8	AT&T Dedicated Internet	Confidential
Beasley Tire Service Inc. Jesse Delgado, IT Director 281-449-2365 jdelgado@beasleytire.com	Houston, TX	6	AT&T Dedicated Internet	Confidential

ix. Provide any additional information relevant to this section.



Tab 5 – Value Add

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

AT&T Response:

Value Add – Mobility Solution

In the event that the timeline to implement wired services across the State to the targeted Connect Texas population has an extended completion period, AT&T can deliver the following options to provide an affordable solution to connect students while the wired services are in process of implementation.

BYOD and Service Option:

If migrating or activating 100 or more eligible lines, schools may bring their own devices when activating them with one of the following unlimited wireless data plan and content filtering service options:

- AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service for a combined discounted price of \$11/month, or



- AT&T Special DataConnect for Education plan and AccessMyLAN™ service for a combined discounted price of \$16/month.

Also, if needed, Moxee mobile hotspots can be purchased for \$84.99. these mobile plans and services are available:

Moxee mobile hotspot on 12-month installment agreement and service option:

Schools can get a Moxee mobile hotspot device at no cost, after credits, when they purchase it on a 12-month installment agreement with one of the following unlimited wireless data plan and content filtering service options:

- AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service for a combined discounted price of \$12/month, or
- AT&T Special DataConnect for Education plan and AccessMyLAN™ service for a combined discounted price of \$17/month.

Moxee mobile hotspot on 24-month installment agreement and service option:

Schools can get a Moxee mobile hotspot device at no cost, after credits, when they purchase it on a 24-month installment agreement with one of the following unlimited wireless data plan and content filtering service options:

- AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service for a combined discounted price of \$11/month, or
- AT&T Special DataConnect for Education plan and AccessMyLAN™ service for a combined discounted price of \$16/month.

Alternative Offer

As an option to provide service to students who may reside in areas where fiber is not available, but copper is, AT&T provides the following copper pricing option as a value add.

Bandwidth over copper	3-Year Term	
	No NRC	\$200 NRC
	MRC	MRC
Up to 75M/8.0M BB1 Dynamic	\$37.50	\$31.99



Above Pricing is subject to the following:

- * 3-Year agreement with optional 1 + 1
- * Content Filtering at all locations built into price. Customer may choose to turn it down, but there is no change in price.
- * Pricing accounts for student movement capped at 12% annually; any movement beyond that, AT&T reserves the right to charge for installation cost recovery.
- * Pricing contingent upon existing facilities
- * Cost recovery for early contract termination - \$200 installation recovery.

Advantages of AT&T

- **Broadband Speeds**—for this technology range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location) at a fraction of the cost of Private Line or Ethernet internet access. These high speeds can support multiple users that need simultaneous internet access. AT&T’s proposed offer will align with the requirements of TEA’s Connect Texas Program.
- **Global Business Communications Experience**—AT&T helps businesses worldwide. Almost three million organizations, from the largest global companies—including nearly all of the Fortune 1000—to small businesses, turn to AT&T. Our customers represent all the major sectors, including financial, manufacturing, education, healthcare, retail, and government.
- **Reliability and Performance**—AT&T invests significantly to upgrade our network for reliability, speed, performance, and disaster readiness so that we can enable tomorrow’s capabilities. To help ensure that our network can support our services and provide an optimal experience, we collect billions of measurements across our network every hour. We analyze this data in real time and adjust the network to improve performance.
- **Customer Support**—Building strong customer relationships is one of our core values. We want you to have an effortless experience with AT&T. That’s why we offer you convenient ways to contact us for support, including online and application-based support tools and teams of sales, customer care, and technical support specialists to help you.

Education Investments

AT&T has committed to invest \$2 billion over the next 3 years to help address the digital divide. This renewed commitment to the communities we serve combines AT&T’s low-cost broadband service offerings with community investment. And it builds on the



company's contribution of \$1 billion over the last 3 years. Since 2008, AT&T has invested more than \$600 million in the Aspire initiative to drive student success. In addition, our employees have spent millions of hours mentoring hundreds of thousands of students. Through these and other endeavors, we continue to commit our resources to students and the educators who teach them.

Please see AT&T Value Add Attachments

- AT&T Contributes \$100K to PIQE for distance learning - PIQE
- AT&T Provides Internet Connectivity to At-Risk Students
- CA ATT BB Principles One Pager v043021
- CA connect Handout_010821
- Connected Nation CA Release Final
- COVID-19_Education_Commitments_Wireline_Handout_043021
- Digital Divide Commitment Handout_041921
- Dell Value Proposition



Tab 6 – Additional Required Documents

a) Appendix C, Doc #1 - ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY

AT&T's Clarification:

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

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.



(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

May 18, 2021



Client Solutions Executive 4

Authorized Signature & Title



b) Appendix C, Doc #2 - Antitrust Certification Statement (Tex. Government Code § 2155.005)



Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

AT&T Response:

In lieu of the foregoing, the undersigned can also 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.

Company	AT&T Corp.	Contact	
			Signature
			Michael Collins
			Printed Name
			Client Solutions Executive 4
Address	6500 West Loop S Bellaire, TX 77401		Position with Company
Phone	Office: 713.567.1234 Mobile: 713.306.6134	Official Authorizing Proposal	



Fax			Signature
			Jason C. Porter Printed Name
			President – Public Sector and FirstNet Position with Company



c) Appendix C, Doc #3 - Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

AT&T Response:

The law recently changed in Texas, and under the new Subsection (c)(4) of [Texas Government Code Section 52252.908 \(Disclosure of Interested Parties\)](#), an exception to the Certificate of Interested Parties Form 1295 disclosure requirements was created for any publicly traded business entity or a wholly owned subsidiary of such an entity. AT&T is such an entity: its public securities filings with the U.S. Securities and Exchange Commission evidencing AT&T's status as a publicly traded business entity are available at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000732717&action=getcompany>. Form 1295 and its associated disclosure requirements are no longer applicable to AT&T. The new Subsection (c) of the law is pasted below for reference (and available at <https://legiscan.com/TX/text/SB255/id/1624367>):

Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)

(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).

(c) Notwithstanding Subsection (b), this section does not apply to:

- (1) a sponsored research contract of an institution of higher education;*
- (2) an interagency contract of a state agency or an institution of higher education;*
- (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and*
 - (B) any qualified vendor is eligible for the contract;**
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*



In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



d) Appendix C, Doc #4 - Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Collins, as an authorized representative of

AT&T Corp., a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



May 18, 2021

Signature of Name Authorized Company Representative

Date



e) Any additional agreements Offeror will require Participating Agencies to sign



Pricing

Pricing specific to Texas kindergarten through 12th grade Local Education Authorizes (LEAs)

- Services include Internet service and any necessary equipment to provide wired broadband service to support the TEA Connect Texas program.
- Circuit Availability: 99.99% uptime. Unlimited data usage with no data throttling.
- Accommodates standard Children’s Internet Protection Act (CIPA) content filtering.
- Service will not be deprioritized versus other customers at any time.
- Support available 24x7x365 via Help Line.
- Technical support with 1-day turnaround for questions.

Bandwidth over fiber	3-Year Term	
	No NRC	\$200 NRC
	MRC	MRC
Up to 1G/1G Dynamic	\$32.99	\$27.99

Above Pricing is subject to the following:

- * 3-Year agreement with optional 1 + 1
- * Content Filtering at all locations built into price. Customer may choose to turn it down, but there is no change in price.
- * Pricing accounts for student movement capped at 12% annually; any movement beyond that, AT&T reserves the right to charge for installation cost recovery.
- * Pricing contingent upon existing facilities
- *Cost recovery for early contract termination- \$200 installation recovery.

Worksheet of Zip codes where AT&T Service is available



ATT Service
Available Zip Codes.



AT&T Attachments

ATT01: Addendum: RFP_ 21-08_ISP_AD1_MAC

ATT02: TEA Region 4_Zip Code List_2021

ATT03: AT&T Education Value Proposition

- AT&T Contributes \$100K to PIQE for distance learning - PIQE
- AT&T Provides Internet Connectivity to At-Risk Students
- CA ATT BB Principles One Pager v043021
- CA connect Handout_010821
- Connected Nation CA Release Final
- COVID-19_Education_Commitments_Wireline_Handout_043021
- Digital Divide Commitment Handout_041921
- Dell Value Proposition





7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

Internet Service Provider for TEA Connect Texas Program

SUBMITTAL DEADLINE: Tuesday, May 18, 2021, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Internet Service Provider for TEA Connect Texas Program (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Internet Service Provider for TEA Connect Texas Program. Addendum No. 1 is hereby issued as follows:

1. **Question Deadline:** The question submittal deadline for this RFP is hereby changed from April 21, 2021 to be extended as indicated below:
 - Wednesday, May 5, 2021

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than May 5, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

2. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 4, 2021 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, May 18, 2021 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name AT&T Corp

Contact Person Michael A. Collins

Signature *Michael A. Collins*

Date 04/22/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Services available in the following Texas Zip codes.

Service availability depends on site address and is subject to change. Final determination of service availability will be provided upon receipt of address information. AT&T will exercise good faith to provide accurate and timely service availability information; however, service availability information is not guaranteed to be complete, accurate or up to date, and AT&T has no obligation to update or verify any service availability information provided to the Customer.

75002	75182	76044	76707	77327	77651	78242	78704
75006	75189	76048	76708	77338	77657	78247	78721
75009	75205	76051	76712	77340	77701	78249	78723
75010	75207	76058	77002	77357	77706	78250	78724
75013	75208	76059	77004	77371	78006	78252	78728
75019	75212	76060	77008	77372	78045	78263	78738
75024	75215	76063	77017	77373	78109	78332	78744
75034	75217	76065	77021	77375	78124	78380	78745
75035	75223	76066	77022	77379	78130	78401	78746
75042	75226	76086	77023	77401	78148	78404	78753
75063	75227	76087	77024	77445	78154	78410	78756
75067	75231	76088	77027	77449	78155	78415	78758
75068	75236	76092	77029	77471	78205	78416	78852
75069	75237	76103	77033	77474	78208	78418	79012
75071	75241	76107	77035	77477	78209	78550	79015
75075	75243	76108	77044	77479	78210	78572	79106
75078	75244	76109	77051	77484	78212	78577	79109
75081	75407	76114	77057	77502	78213	78602	79363
75087	75409	76117	77060	77511	78214	78617	79401
75104	75454	76134	77063	77515	78215	78620	79403
75110	75460	76135	77067	77530	78216	78621	79416
75114	75462	76140	77072	77535	78217	78626	79423
75115	76008	76177	77073	77536	78218	78628	79701
75116	76009	76179	77074	77541	78221	78634	79706
75126	76011	76227	77075	77546	78222	78645	79762
75137	76013	76248	77081	77551	78223	78653	79765
75142	76017	76262	77087	77563	78227	78654	79901
75146	76020	76462	77090	77571	78230	78660	79925
75150	76022	76487	77092	77581	78233	78664	79928
75154	76028	76513	77096	77627	78234	78681	79935
75160	76033	76574	77098	77632	78235	78701	79998
75165	76036	76704	77099	77640	78237	78702	
75169	76040	76706	77320	77642	78238	78703	



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SAN DIEGO, September 15, 2020 – AT&T* is contributing \$100,000 to Parent Institute for Quality Education (PIQE) to help California families with the transition to distance learning during the COVID-19 crisis.

The contribution is part of AT&T's [Distance Learning and Family Connections Fund](#) to give parents, students and teachers tools they need. The fund also provides resources to maintain meaningful connections and bonding opportunities for those isolated from family and friends.

"Our community is grappling with an unprecedented challenge," said Christine Moore, Director-External Affairs, AT&T California. "Now more than ever before, connecting people with the resources they need to maintain a sense of normalcy is paramount. For students and teachers, that means creating the best digital learning environment."

Established in 1987, PIQE is a national organization with evidence-based programs that empower and transform parents to actively engage in their children's education and strengthen parent-school-community collaboration. PIQE serves the highest need families and partners with more than 100 school districts in California, including serving thousands of parents in the San Diego County.

"Our parents are shouldering a great burden as they deal with the challenges of isolation, economic hardships, as well as their children's distance learning when there is limited or an absence of tools and skills to navigate new digital platforms," said Gloria Corral, President and CEO, PIQE. "We are thrilled to have the support of AT&T. This investment will allow us to continue our ability to support our families in their home language with online connectivity and navigation, bridge them to needed resources, transition to distance learning, and continuing building strong family school relationships."

As part of Hispanic Heritage Month, AT&T is also donating 300 tablet devices to PIQE to assist in their efforts in helping families stay engaged during distance learning and empowering and transforming families to ensure their children achieve their full potential. PIQE will be distributing the tablets to local students, including students who attend school in the San Ysidro School District, which serves 4,500 students, with a large majority from underserved areas.

"Our San Ysidro school community extends a heartfelt thank you to PIQE and AT&T for their support of our students," said Dr. Gina A. Potter, Superintendent of [San Ysidro School District](#). "We sincerely appreciate and value our collaboration with PIQE and the programs that they provide for our parents and families. 'Together or Juntos,' we will help our community make it through this difficult time."

As circumstances surrounding COVID-19 change daily, AT&T continues to work alongside families, educators and community leaders to understand the challenges they will face in the days and weeks to come. To learn about additional tools and resources available nationwide



DONATE

- AI & I is also matching donations (up to \$250,000 total) to special needs distance learning projects posted from low-income school districts to [DonorsChoose](#), a nonprofit crowdfunding platform allows public school teachers to request support for resources.

About Philanthropy & Social Innovation at AT&T

AT&T Inc. is committed to advancing education, strengthening communities and improving lives. We have a long history of investing in projects that create learning opportunities, promote academic and economic achievement, and address community needs. [Our AT&T Aspire](#) initiative uses innovation in education to drive student success in school and beyond. With a financial commitment of \$600 million since 2008, AT&T is leveraging technology, relationships and social innovation to help all students make their biggest dreams a reality.

***About AT&T Communications**

We help family, friends and neighbors connect in meaningful ways every day. From the first phone call 140+ years ago to mobile video streaming, we innovate to improve lives. We have the nation’s fastest wireless network.** And according to America’s biggest test, we have the nation’s best wireless network.*** We’re building [FirstNet®](#) just for first responders and creating next-generation mobile 5G. With a range of TV and video products, we deliver entertainment people love to talk about. Our smart, highly secure solutions serve nearly 3 million global businesses – nearly all of the Fortune 1000. And worldwide, our spirit of service drives employees to give back to their communities.

AT&T Communications is part of AT&T Inc. ([NYSE:T](#)). Learn more at [att.com/CommunicationsNews](#).

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Our Mission


To provide families with the knowledge and skills to partner with schools and communities to ensure their children achieve their full potential.





AT&T Provides Internet Connectivity to At-Risk Students

DALLAS, February 23, 2021

share    

Through free devices for students and a discounted wireless offer for schools, AT&T is breaking down the barriers to learning for the students who need it most

What's the news? As students and teachers cross the threshold into a full year of remote learning, AT&T and leading nonprofit Connected Nation are [continuing work to put the connectivity solutions](#) vital to education into the hands of those who need it most. Nearly 17 million children are unable to take part because their families don't have an internet connection or device to support digital learning.

Today, as part of our \$10 million commitment to bridge the homework gap, we're announcing the selection of more than [100 organizations and schools across the country](#) that will receive¹ free wireless hotspots as well as wireless data and content filtering services. We plan to reach more than 35,000 students with this connectivity, including some of our nation's most vulnerable students, such as those in foster care,

English language learners, and students with disabilities, or those experiencing homelessness. Many of these students have lacked access to the connectivity and devices required to learn since the shift to remote learning almost a year ago.

In addition, AT&T is expanding affordability and flexibility to its education customers with a new offer that includes options for a free hotspot device as well as an option for schools that want to bring their own device², all at discounted prices.

Whether students are learning remotely or in the classroom, having access to affordable high-speed internet and devices helps ensure successful learning outcomes.

What will this mean for students?

[The Elwyn Davidson School in Media, PA](#) serves students diagnosed with autism spectrum disorder, neurological impairment, vision and hearing impairment, intellectual disabilities, behavioral challenges, and medically fragile conditions. Elwyn will receive 369 hot spots to serve their vulnerable students with connectivity. “We expect our students will continue to learn virtually for the foreseeable future as many are unable to wear masks due to acute medical and sensory needs, said Pam Danner, Executive Director, Technology. “Having consistent internet with these hot spots will make sure these students reach their full academic potential while learning from home.”

[Hmong American Peace Academy \(HAPA\)](#) in Milwaukee, Wisconsin was founded to preserve the Hmong culture while helping students become active and knowledgeable citizens while thriving in academics. HAPA will receive 500 hotspots, which will allow students without reliable internet access to continue learning remotely. “Transitioning from a traditional classroom – with paper and pencil – to the use of devices, was a whole new ballgame for our teachers and our students, many of which are English learners,” said Bao Vickie Xiong, IT Director, HAPA Academy. “With the access provided by these hotspots, our students will be able to complete their assignments and continue learning.”

“For so many students, our nation’s schools and nonprofit organizations are their only source for social connections and resources for remote learning that have become so

vital for future success,” said Charlene Lake, Chief Sustainability Officer and SVP, Corporate Social Responsibility, AT&T. “The pandemic has made clear the nation has more work to do to ensure equitable outcomes, and we’re proud to continue our support for those making a difference to students most at risk.”

“Schools and organizations around the country face significant needs to connect students with the resources required to continue learning in a remote environment and beyond,” said Brent Legg, EVP, Government Affairs for Connected Nation. “We are inspired by the hard work and dedication of all organizations working to provide high-quality learning experiences amid today’s challenges.”

Affordable Wireless Offer for Schools

AT&T continues to offer discounted options to more than 135,000 public and private K-12 schools, colleges, and universities to help keep students and teachers connected. Offer details include:

Schools can migrate existing AT&T lines or activate new lines for students on a qualified unlimited³ wireless data plan and content filtering service for a combined promotional price of \$12 or \$13 a month when adding Moxee™ mobile hotspots at no cost after bill credits.⁴ For the unlimited data plan, after 50GB of data use on a line, AT&T may temporarily slow data speeds on that line if the network is busy.

AT&T is also helping our classroom superheroes do what they do best every day. For every 24 qualified student activations above, schools can activate 1 line with the same services for a teacher at no cost after bill credits.

The [offer](#) is good through April 26, 2021 – schools that add at least one eligible line as part of this new offer can also activate additional lines at the same price through September 30, 2023, at which point the promotional pricing ends.

Learn more about the offer [here](#) or visit www.att.com/closethegap.

¹ Selected recipients are required to agree to certain terms before receiving Internet subscriptions and wireless hotspots.

² Offer ends 4/26/21. Schools may bring their own devices when activating or migrating 100 or more eligible lines with the qualified wireless data and content filtering services. Taxes and fees apply. For full offer details, see www.business.att.com/content/dam/attbusiness/briefs/att-wireless-broadband-ETP-connecting-to-learn-aml-byod-education.pdf

³ Req's new or migrated line on Special DataConnect for Education plan and Enterprise Traffic Protector service and (a) a Moxee mobile hotspot device on a 12-mo. installment agmt for a combined discounted service price of \$13/month or (b) a Moxee mobile hotspot device on a 24-month installment agmt for a combined discounted service price of \$12/month. AccessMyLAN™ content filtering service option avail. for an additional \$5/mo. Discounted price is after monthly bill credits. Moxee device offer req's qual. line and \$85 on 0% APR 12-mo. or 24-mo. agmt. Device is free after credits over up to 24 months. If data svc cancelled, data plan and device credits stop & device balance due. Other fees, taxes, and charges & restrictions apply. See [offer details](#).

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AT&T's SVP of Wireless & Access Technology will speak at the UBS Future of 5G event on May 17.

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AT&T Recognized at 2021 DiversityInc Awards

AT&T was placed on seven DiversityInc 2021 specialty lists in recognition of its efforts to advance DE&I and remains in the Hall of Fame.

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AT&T: Committed to Help Bridge the Digital Divide in California

AT&T has invested more than \$25 billion in its wired and wireless networks in California from 2010-2019.

Broadband internet is critical to advancing opportunities for all Californians. Connectivity is essential to access education, healthcare, employment and more. The recent pandemic has magnified the need for all Californians to have access to reliable, affordable broadband service – especially our State’s underserved and rural communities.

AT&T is committed to finding solutions to the digital divide in California, as increased broadband connectivity remains one of our top priorities. We’re proud of our efforts to help make significant progress in closing the digital divide in our state, including offering our AT&T Access program for \$10 a month.*

The following are **AT&T California’s Broadband Principles** to help guide policymakers and community leaders as they work to bridge the digital divide:



Pursue **smart broadband investment** that will close the digital divide and benefit all Californians.



Utilize the FCC’s forthcoming accurate address-level broadband maps: Accurate mapping is critical to target funding to unserved locations. State and local governments should utilize this federal resource and not duplicate broadband mapping.



Focus resources on unserved areas: Government funding programs should prioritize getting service to people who have the least functionality, rather than areas where the market is working.



Where governments, especially at the local level, wish to take more active roles in deployment, **public-private partnerships** should first be considered over government-owned networks.



Use a competitive process to award funding in a **technologically-neutral manner** to the provider or providers offering the most efficient internet solution, combining the best performance for the least program funding per location to be served.



Allow funds to be used for **both capital and operational costs**.



Encourage broadband adoption: Dedicate resources toward encouraging the adoption or subscribership of available broadband, which is significantly lagging in California.



Avoid any unnecessary regulation obligations and duplicative funding.

We support the State’s goal of connecting every Californian with broadband and will continue to work with policymakers for accessible, affordable, and sustainable broadband connectivity.

AT&T will continue to collaborate with elected officials, community leaders school districts, cities and nonprofit organizations to address digital inclusion and help close California’s digital divide.

* Available only in the AT&T wireline footprint.

AT&T 2020: Keeping Californians Connected

Supported California Educational Organizations

- Launched a **\$10 million** Distance Learning and Family Connections Fund to give parents, students and teachers tools they need for at-home learning.
- The fund launched with a **\$1 million** contribution to Khan Academy – based in the Bay Area - to help them improve and expand online learning resources to meet the growing demand from parents, teachers and students.
- The fund also donated **\$100,000** to the San Diego Area-based Parent Institute for Quality Education (PIQE) to help California families with the transition to distance learning during the COVID-19 crisis.
- Provided **\$1.2 million** to 7 AT&T Aspire Accelerator alumni companies supporting underserved communities across the country.
- **\$775k** was awarded among four female and minority-led companies founded in California – CareerVillage, LiftEd, LitLab and TalkingPoints.
- Schools that migrate existing AT&T lines or activate new lines for students or teachers with a qualified unlimited data plan, and order Enterprise Traffic Protector service for that line during the promotional period will get both services for \$15/month.



Supported Families with Economic Hardship

- We offer internet access for qualifying limited income households at \$10 a month or less through our Access from AT&T program. Through June 30, 2021, AT&T will continue waiving data overages for these customers, as well as keep the expanded eligibility of Access from AT&T to qualifying households and those participating in the National School Lunch Program and Head Start.
- AT&T promoted the program through over 100 community partners across California, in addition to paid advertising, newsletters, and social media.
- And for a limited time, customers at locations with available AT&T Internet speeds above 10 Mbps may be eligible for a speed upgrade up to 25 Mbps.
- We automatically waived home internet data overage charges for AT&T Internet customers through the end of 2020. That meant new and existing AT&T Fiber¹ and AT&T Internet customers² could use unlimited data and didn't see overage charges on their home Internet bill. AT&T also provided video customers with additional content at no cost, including dozens of channels of news, entertainment, kids' shows, and Spanish-language programming.



¹ Limited availability. May not be available in your area.

² Excludes DSL and Fixed Wireless Internet. Also excludes AT&T Wireless Internet and Mobility plans.

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- Joined the Los Angeles Rams players and private philanthropists to help SoLa I Can, the non-profit affiliate to SoLa Impact, launch "1000x1000" – an initiative with the goal of providing free internet to 1000 South Los Angeles families for up to 1000 days.
- Harnessed employee engagement through AT&T BelievesSM, a company-wide effort to advance economic empowerment and social justice in local communities across California and around the world.
 - Contributed \$200,000 to the Panetta Institute for Public Policy's Congressional Internship Program as part of the company's philanthropic focus on social and economic equality in underserved communities.
 - Donated \$50,000 to the Asian Business Association of San Diego to help disadvantaged minority-owned businesses.
 - Offered 80 scholarships to online academics through Dev/Mission and VetsInTech to expand economic empowerment in black and underserved communities in the Bay Area.
 - Donated \$50,000 to Homeboy Industries to support some of the world's largest and most successful gang rehabilitation and re-entry programs.
 - Collaborated with Ghetto Film School to launch a short film challenge for young creators and increase industry exposure for a diverse new generation of storytellers.
 - Supported the Los Angeles Community College District, 80% of whose students come from underserved communities, with the tools, skills, and guidance needed to successfully work in the entertainment and digital industries.



Kept Educators and Students Connected

- Partnered with Governor Newsom and First Partner Jennifer Siebel Newsom to donate \$550,000 for devices and distance learning programs for California students.
- Contributed to the Task Force on Bridging the Digital Divide, convened by Superintendent Tony Thurmond and Senator Connie Leyva, and provided more than 20,000 devices and hot spots to school districts throughout California.
- Participated in the California Teleconnect Fund - COVID-19 Distance Learning Initiative, which provided a 50% discount on mobile data services to school districts that have students who do not have access to broadband or data services in their home.

Supported Our Frontline Workers

- We have a responsibility like few other companies during the coronavirus pandemic. From the outset of COVID-19, doctors and healthcare providers, FirstNet first responders, and all our customers depended on us to stay connected. To show our appreciation for our employees who worked hard to meet the unexpected and immediate needs of our customers during the early stages, AT&T paid a 20% bonus, from March 25th through May 10, 2020, to frontline bargained-for employees working in the field, administrative offices, call centers, stores or at home.



25 California Schools and Organizations to Receive Thousands of Free Hotspots and Internet Service

Through free connectivity solutions, AT&T is breaking down barriers to remote learning for the students who need it most

SACRAMENTO, March 9, 2021 — As students and teachers cross the threshold into a full year of remote learning, AT&T and leading nonprofit Connected Nation are [continuing to work to put the connectivity solutions vital to education](#) into the hands of those who need it most.

Today, AT&T is announcing that 25 California organizations will receive more than 8,000 free hotspots as well as free internet connectivity. They are part of more than 100 organizations and school districts that will benefit from a \$10 million commitment by AT&T first announced last year to provide free one-year internet subscriptions and wireless hotspots to 35,000 vulnerable students across the country.¹

One of the 25 California organizations benefiting from the connectivity donation is the Southeast Community Development Corporation. They will receive 500 free hotspots to help advance education and technology in the Los Angeles communities they serve.

“We’ve been focused on the digital divide for many years because we realized that’s where our kids were being left behind,” said Emma Hernandez, Interim Executive Director, Southeast Community Development Corporation in Los Angeles. “There’s no way around it – our students are having a hard time right now, and I know this connectivity will put them back on track to success.”

“Organizations like Southeast Community Development Corporation are critical to serving and supporting some of the most at-risk students across California,” said Rhonda Johnson, president, AT&T California. “By helping to expand connectivity for the students Southeast Community Development Corporation serves, we can play a role in narrowing the homework gap and helping address inequities associated with virtual learning.”

“What makes this program so critical is that it seeks to help students who have been disproportionately disconnected from formal learning opportunities due to COVID-19,” said Tom Ferree, Chairman & CEO, Connected Nation. “The investment being made through the AT&T K-12 homework gap program will not only allow these kids to fully participate in remote learning now, but also to catch up on learning lost during the pandemic. We must all work together to minimize and mitigate the impact that the pandemic has had on our most vulnerable youth.”



At the beginning of the pandemic, studies found that approximately one in five students in California lack high-speed Internet or an appropriate computing device at home.

While this homework gap is not new, the pandemic has heightened the challenges -- most acutely in rural and under-resourced neighborhoods, where the effects disproportionately impact 1 in 3 students of color, as well as students with disabilities, and roughly 10 percent of all public school teachers.

Whether students are learning remotely or in the classroom, having access to affordable high-speed internet and devices is non-negotiable for successful learning outcomes.

In addition to contributions to organizations like Southeast Community Development Corporation, AT&T is expanding wireless affordability and flexibility for all schools in its service with unlimited wireless data plans that include content filtering services to support online safety protocols.

Learn more about the offer [here](#) or visit www.att.com/closethegap.

¹ Selected recipients are required to agree to certain terms before receiving Internet subscriptions and wireless hotspots.

***About AT&T Communications**

We help family, friends and neighbors connect in meaningful ways every day. From the first phone call 140+ years ago to mobile video streaming, we @ATT innovate to improve lives. AT&T Communications is part of AT&T Inc. (NYSE:T). For more information, please visit us at att.com.

For more information, contact:

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Suzanne.Trantow@att.com



AT&T Continues to Support Students, Families and Educators Throughout the COVID-19 Pandemic

Across the country there are an estimated 124,000 public and private K-12 schools and at least 55 million students affected by the COVID-19 pandemic.¹ And, since the initial impact, AT&T has made it a priority to offer students, families and educators resources to continue learning and growing despite being at home. Since March 2020, we have supported K-12 schools and districts, Departments of Education and Colleges/Universities to connect more than 470,000 students and teachers across 49 states and the District of Columbia.

At AT&T, we remain steadfast in our commitment to support students, families and educators as we all continue to cope with the ongoing pandemic. Even in these uncertain times, we will continue to do our part now, and well into the future.

AT&T Customer Offers



Access from AT&T. Through our Access from AT&T program², we offer internet access for \$10 a month or less to qualifying limited income households³ who participate in the Supplemental Nutrition Assistance Program (SNAP) or receive Supplemental Security Income (SSI) benefits in California. For a limited time, Access from AT&T new customers at locations with available AT&T Internet speeds above 10 Mbps may be eligible for a speed upgrade up to 25 Mbps. We've also temporarily expanded eligibility to the program to households participating in the National School Lunch Program and Head Start and are waiving home internet data overage fees⁴ through 6/30/21.



Education Offer. AT&T is currently offering all public and private schools, from K-12 to colleges and universities, options to minimize disruptions and continue to support student learning. This includes safety protocols, like content filtering, to help students connect more securely to the internet.

Through 07/25/21, the following options are available to schools that migrate existing AT&T lines or activate new lines for students or teachers:

- AT&T Moxee mobile hotspot devices at no charge, after credits, on a 12-month or 24-month installment agreement with one of the following unlimited wireless data plan and content filtering service options:
 - AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service, or
 - AT&T Special DataConnect for Education plan and AccessMyLAN™ service.
- If migrating or activating 100 or more eligible lines, schools may bring their own devices when activating them with one of the above unlimited wireless data plan and content filtering service options.

For the AT&T Special DataConnect for Education plan, after 50GB of data usage on a line in a bill cycle, AT&T may temporarily slow data speeds on that line if the network is busy.

Throughout the school year student populations can increase so schools that add at least one eligible line before 07/25/21 will be able to activate additional lines with these services, and Moxee hotspots subject to availability, at the same price through 9/30/23. Understanding that for all lines activated under this offer, the discounted pricing ends on 9/30/23.

We also value and commend the commitment and dedication of teachers. They are truly the heart of our schools and classroom superheroes. That's why we are providing schools the ability to get lines at no charge for their teachers. Based on the average class size of 1 teacher to 24 students, schools will get one free qualified line for a teacher—with the Special DataConnect for Education plan and either Enterprise Traffic Protector or AccessMyLAN—for every 24 lines for students that are migrated to or activated on the qualified services. These lines also have the option of taking advantage of the Moxee offer for a mobile hotspot device.

For all of the offer details, please visit [here](#).



Teachers Wireless Offer. AT&T is also giving back to America's teachers that give their best to our communities every day by extending exclusive savings on our best wireless plans for them and their families.⁴ They joined first responders, military and veterans with eligibility to get our appreciation offer of 25% savings on Unlimited Starter, Extra and Elite wireless plans,⁵ that's up to a \$50/month discount for 4 lines on AT&T Unlimited Elite.⁶

AT&T Giving & Community Efforts

To Help Close Digital Divide for Nearly 17 Million Students, AT&T Makes \$10 Million Commitment to support our nation's most vulnerable students, who don't have adequate internet access and are disconnected from learning. Together with Connected Nation, a leading non-profit helping communities solve their broadband and digital technology challenges, we'll work to close the homework gap for struggling students by providing WiFi hotspots and free AT&T internet service. This commitment comes alongside a collaboration with global HR services and solutions firm Randstad to refurbish and donate laptops and other devices to keep students connected.

Created a \$10 million Distance Learning and Family Connections Fund to give parents, students and teachers tools they need for at-home learning. The fund also provides families resources to maintain meaningful connections and stay well while isolated from one another.

- Its first contribution of **\$1 million to Khan Academy** helped Khan offer educational practice exercises, instructional videos and a personalized learning dashboard that empowered students to study at home.
- In recognition of teachers' tireless work, AT&T's most recent contribution includes more than **\$1 million to teacher-focused organizations** as they gear up for another school year. These contributions will support a variety of programs and resources that provide teachers with tools and training to better support their students.
- AT&T committed **more than \$500,000 to organizations focused on connecting young people** with meaningful and enduring mentor relationships – online.
- AT&T committed **\$1.2 million to small businesses focused on distance learning** solutions.

Additionally, in September we joined USTelecom and our fellow member companies in the new [“K-12 Bridge to Broadband” initiative](#) to help deliver connectivity to households lacking highspeed broadband internet. The initiative, in partnership with [EducationSuperHighway \(ESH\)](#), a national non-profit committed to closing the classroom connectivity gap, will scale innovative solutions helping public school districts and states identify and connect students in low-income families, enabling more students to participate in remote or hybrid learning.

CARES Act

The \$2 trillion Coronavirus Aid, Relief and Economic Security Act – the CARES Act – created the Education Stabilization Fund with \$30.75 billion in grants to governors, state and local education agencies, and higher education to be overseen by the Department of Education (DOE).

The CARES Act and the DOE have made clear that these funds should be focused on getting teachers and students the tools they need for the immediate future – devices, distance learning software, data plans, training and more – to enable digital remote learning.

Elementary and Secondary School Emergency Relief Fund (ESSER): \$13.2 billion in grants to state education agencies to distribute funds to K-12 public, private, charter or religious schools in order to continue to provide educational services to students and support the ongoing functionality of the educational institution.

Higher Education Emergency Relief Fund (HEER): \$13.95 billion can be used by higher education institutions to cover expenses related to lost revenue and technology costs associated with a transition to distance education, as well as financial aid grants to students for expenses incurred by disruption of campus operations due to coronavirus. At least 50% of funding must go directly to students.

Governor's Emergency Education Relief Fund (GEER): \$3 billion in emergency support will be provided as grants to local educational agencies and institutions of higher education that the state educational agency deems most significantly impacted by COVID-19.

Secretary of Education Discretionary Allocations: \$615 million in grants to states with the highest coronavirus burden. Distribution through two separate competitive grant programs.

¹ Education Week, May 2020

² Access from AT&T is available only in the AT&T 21-state wireline footprint.

³ Household income based on 135% or less than federal poverty guidelines.

⁴ Excludes DSL.

⁵ New and existing customers that are: Kindergarten through post-secondary teachers; professors; instructors; nurses; physicians; physician assistants, and their families, can take advantage of this appreciation offer. Req's AT&T Unlimited Starter, AT&T Unlimited Extra or AT&T Unlimited Elite. Eligibility req'mts & other restr's apply. Starting July 10

see www.att.com/teachers. and see www.att.com/healthcare.

⁶ AT&T may temporarily slow data speeds when the network is busy. Req's AT&T Unlimited Starter, AT&T Unlimited Extra or AT&T Unlimited Elite. Eligibility req'mts & other restr's apply. See <https://www.att.com/plans/unlimited-data-plans/>.

¹⁰ After 100 GB, AT&T may temporarily slow data speeds when the network is busy. Requires Autopay and Paperless Bill. Taxes and Fees Extra.

Our \$2 Billion, 3-Year Commitment to Help Bridge the Digital Divide

Building on our contribution of \$1 billion over the last 3 years toward helping the nation's most vulnerable communities, AT&T will invest an additional \$2 billion over the next 3 years to help address the digital divide.

Through low-cost broadband offers, participation in the Emergency Broadband Benefit (EBB), and community investment, we will do our part to bring affordability, educational resources, and economic opportunity to the [millions of Americans](#) who don't have broadband connectivity today.

How will we do this?



Education Offers: We continue to [offer](#) discounted wireless solutions to more than 135,000 public and private K-12 schools, colleges, and universities. These offers help keep students and teachers connected in a 1:1 learning model to assist in transforming education beyond when schools reopen.



Access from AT&T: Introduced 5 years ago, this AT&T-funded program makes the internet more affordable for customers by providing qualifying households with wireline internet service at \$10 or less per month, with no contract or installation fee. Plus, it includes in-home Wi-Fi at no additional cost. We are continuing to waive data overages for these customers, and we're keeping the expanded eligibility to qualifying households and those participating in the National School Lunch Program and Head Start. Hundreds of thousands of Americans enjoy Access from AT&T, and we aim to build upon this voluntary program, partnering with government policymakers to ensure sustainable funding to keep broadband options affordable for qualifying households.



Emergency Broadband Benefit (EBB): Eligible customers will be able to temporarily reduce their monthly broadband costs by taking advantage of the Federal EBB, administered by the FCC, which will allow more than 30 million eligible¹ households to receive an additional subsidy of up to \$50 a month. Those on Tribal lands are eligible for up to \$75 per month. The monthly cost of broadband – after applying the Emergency Broadband Benefit – can fall to as low as \$0 a month.²

The EBB can be applied to eligible home internet services like Access from AT&T or AT&T Internet, available within our 21-state wireline footprint. Or it can be applied toward eligible postpaid or prepaid wireless plans at AT&T, AT&T PREPAID and Cricket Wireless, which are available in all 50 states.

Once customers verify that they are eligible, we'll apply the benefit to their service until the EBB ends. The uniform program start date is pending an FCC announcement.

Introducing AT&T Connected Learning

According to a recent Morning Consult survey, **more than 70%** of parents and teachers think the traditional classroom learning environment will rely more heavily on technology after the pandemic. Additionally, **80%** say their kids would be more interested in learning tools that include popular entertainment.

“We believe that broadband connectivity is essential for all Americans,” said John Stankey, CEO, AT&T. “Our broadband networks rose to the challenge of the pandemic in part due to policies that promoted private sector investment in multiple technologies and networks. AT&T is investing in and expanding the reach of our broadband networks while also advocating for effective and sustainable public policies that help close this country's digital divide.”

¹ Eligibility determined by the National Lifeline Eligibility Verifier (National Verifier), managed by the Universal Service Administration Company (USAC). For more information on eligibility criteria for the EBB visit [getemergencybroadband.org](#).

² Additional fees and taxes may apply.

AT&T Connected Learning is our multi-year commitment to help stem the tide of learning loss, narrow the homework gap, and create compelling educational content.



Digital learning platform – Together with WarnerMedia, we’re developing a digital learning platform that will provide exclusive educational content from WarnerMedia properties and talent, and tools from leading education groups to help students and families navigate distance learning and improve academic success.



AT&T Connected Learning Centers – In collaboration with our employees and local organizations, we’re launching 20 AT&T Connected Learning Centers in 2021 in traditionally underserved neighborhoods where residents face barriers to connectivity. We will provide high-speed AT&T Fiber internet and Wi-Fi and the centers will have access to WarnerMedia content and virtual learning tools from collaborators like Khan Academy.



Digital Literacy Courses – Together with Public Library Association (PLA), a division of the American Library Association, we will offer a specially curated collection of digital literacy courses to help parents and families build the skills and confidence they need to help their child navigate distance learning and participate effectively and safely in today’s digital world. Courses will be available virtually for everyone and offered in-person at our Connected Learning Centers and public libraries and as part of PLA’s nationwide digital literacy initiative.

What Others Are Saying

“The COVID-19 pandemic has laid bare the broadband challenges we have been fighting to resolve for years. We applaud AT&T’s recent efforts to ensure that all people – and especially historically unserved and underserved communities — can access affordable, reliable broadband internet.”

– Marc Morial, President & CEO, National Urban League

“The digital divide in America is real and the challenges are being magnified during the pandemic. Many have to scramble to find Wi-Fi hotspots to support critical activities such as telemedicine sessions and distance learning. I applaud AT&T’s efforts to bridge the connectivity gap with incremental investments and subscriber subsidies, as well as no-cost educational content through its WarnerMedia division.”

– Will Townsend, senior analyst with Moor Insights & Strategy

“As we work to remedy existing gaps in internet access and overcome the challenges associated with connecting every single American to broadband service, we celebrate the efforts of AT&T and others working hard to help close the digital divide. This kind of sustained industry engagement will be indispensable for getting families, students, educators, and others in communities with the most urgent need online.”

– Linda Ng, National President, OCA-Asian Pacific American Advocates



Dell as a Value Add Partner

It is increasingly obvious that the cellular telecommunications industry is at a point where the future 5G network will require levels of flexibility not currently possible with monolithic solutions. Orchestration across multiple domains and the ability to consolidate and re-architect today's services to react quickly to changing network conditions and for network capabilities to adapt to service requirements, while enabling rapid deployment of new functionality is the panacea that will enable operators to seek out new revenue streams.

AT&T would reduce long-term integration test and validation cycles, given the increased set of services and the myriad of combinations of solution. Instead, AT&T can expect the infrastructure components to be tested as a set of reference solutions and architectures by Dell Technologies and with the ability for the components to monitor and correct for deviation from those references.

As the new customer demands moves to software-defined infrastructure in both RAN and network core, sensible placement of functionality between software and hardware components based on cost per capability rather than software vs hardware for pure ideological reasons will prevail. This is even more evident with near and far edge use cases for real time and near real time applications such as AR/VR that are becoming more commonly used.

The Dell Technologies team will assist to provide a comprehensive solution to address the digital divide that's occurring with economically challenged student households.

This can be done to augment or extend the existing AT&T network throughout the state to address any coverage gaps. To accomplish this Dell Technologies will provide a number of different rugged and non-rugged edge compute platforms to support MEC use cases as well as any additional base station expansions required. This includes a multi-cloud enabled zero-trust based MEC solution.

Dell is capable of providing the platform, platform architecture, infrastructure, and experience to deliver. Dell Service Provider Solutions Group has successfully integrated 5G functions from core to edge for telecommunications worldwide using the best-in-class infrastructure platform.

Dell continues to maintain strategic relationships with software companies who deliver virtual network functions (VNF) and container network functions (CNF). These include validated configurations for Nokia, Ericsson, Corning, Red Hat, VMware, Microsoft, etc. based solutions.

Addressing the Education of the constituents, Technology has the power to transform, but for those without access, it is creating a divide. When the pandemic resulted in a new, virtual way of living, it dramatically increased the disparity between those with access and those without, particularly for enabling learning from home. This has had a disproportionate impact on Black and Hispanic young people and their families in the U.S. and this lack of access to basic needs – devices, broadband, digital literacy, and critical skills for the digital economy – means they are at risk of falling further behind.

At Dell Technologies, we are committed to addressing this. Everyone, regardless of socioeconomic background, should have equitable access to opportunities for the future. But we recognize that the challenges facing each community are different - while one community is struggling with access to affordable broadband, another may have limited access to devices or digital literacy skills. To champion digital inclusion, we will put the community at the center. Through partnering with state and local governments, public and private-sector

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companies, and non-profit organizations we will create an ecosystem committed to delivering equitable access to the tools, skills, and support needed to drive policy change and create opportunities for underserved communities across the country.

Our plan to address the digital divide and champion digital inclusion

To deliver digital inclusion, the following critical elements must be part of the solution:

- *Collaboration*: Digital inclusion is a huge socio-economic, educational and technological challenge. It requires intentional collaboration across the public and private sectors, government, and non-profits to make a measurable impact
- *Access*: To connectivity and the right computing device (See Attached)
- *Skills*: Blended learning for educators, digital literacy through to life and career skills for the future for students
- *Community*: Community-based digital transformation and increased capacity to deliver, sustain, and support participation in the digital economy

ACCESS: The right device coupled with strong, reliable internet access

The Right Device:

The PC is no longer just an essential productivity device. It is essential. Students cannot do homework on a mobile phone. To fully engage in virtual learning, [they need a device](#) that can provide the right portal to participate. And we are designing products in response to conversations with those that know what students need better than anyone - educators.

- When the pandemic first caused schools to go to remote learning, they shared their concerns that poor connectivity would be a barrier for many students. And we responded to these insights quickly, designing and bringing to market our new *LTE-enabled Chromebook*. This LTE-enabled device will provide broad mobile carrier support for those learning from areas that don't have reliable—or any—internet access and will play a key role in future initiatives.
- We've also introduced the new [Latitude 3120](#), which offers better performance and speed to use video conferencing, audio, and learning apps at the same time. The Intel Wi-Fi 6 (Gig+) is designed to support multiple people in the same household using the same broadband connection.

Provide information for devices here.

SKILLS: Blended learning, digital literacy, skill-building for the future

It's not as simple as providing a student with a laptop and an internet connection. The move to virtual learning has been a sharp right turn for many educators, and they are having to reinvent learning models and how to support students without consistent access to these tools. And once they have these tools, they need to know how to use them to support virtual learning. We also see the opportunity to go beyond – providing future in-demand technology skills and curriculum to open doors for the jobs and careers that will be needed in the coming years. As such, we understand the importance of digital literacy as more



Dell Education Series CHROMEBOOKS



MEET THE DELL CHROMEBOOKS



11-inch clamshell CHROMEBOOK 3100

Purpose-built for students with 180-degree hinge and optional touch

With latest Intel® Dual Core Celeron™ Processors and Google Auto Update Support through June 2026

NEW! Optional LTE WWAN (CAT 9).¹ For those who are learning from areas that either have unreliable internet access or no access at all, this will help to ensure that all students have an equal opportunity to develop digital literacy.



11-inch convertible CHROMEBOOK 3100 2-in-1

Robust convertible with 360-degree hinge and optional World Facing Camera

With latest Intel® Dual Core Celeron™ Processors and Google Auto Update Support through June 2026

The Modern Day Learner

DELL TECHNOLOGY SOLUTIONS FOR STUDENTS

In the Classroom

Devices used at school, in the classroom

11-inch laptop
CHROMEBOOK 3100



Dell Essential Sleeve 13
ES1320V



Logitech H111 Headset
SKU: A8419977

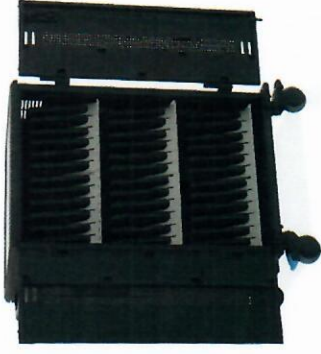


Dell Mobile Wireless Mouse
MS3220W



Dell 75 4k Interactive Touch Monitor - C7520QT

- Intuitive, easy to use design
- 10 to 20 points of simultaneous touch
- Full HD & 4k resolution
- Software and Hardware agnostic
- Wireless presentation solutions with OptiPlex Micro + Intel Unite



Dell Compact Charging Cart
SKU: CART36U

Compact enough to save space in your classroom and mobile enough to move anywhere you need it.

Anytime, Anywhere

Devices used at home or on-the-go during the school day

11-inch convertible
CHROMEBOOK 3100 2-IN-1



Dell Mobile Wireless Mouse MS3220W



Gumdrop Drop Tech Protective Cases
(SKU depends on device choice)



Gumdrop Drop Tech Headphones
SKU: A4818394

Chromebook 3100 Facing Cameras are on the keyboard side, so when a convertible laptop is flipped, the camera faces outwards and students can hold it like a tablet.

This allows two cameras on the device (Standard webcam plus World Facing Camera) and gives students the ability to see what they are viewing in any orientation.



Need Active Pen? Go with Chromebook 3100 2-in-1

Be sure to specify "EMR" config All the technology is built into the panel and its electro-magnetic resonance (EMR) technology allows our electronic pens to operate without cords or batteries.

Dell Active EMR Pen
SKU: 444-BBCS



Dell Notebook Power Bank Plus - USB-C,
65Wh - PW7018LC SKU: 461-BCEV
Students can charge without having to be near power outlets.

In Specialized Labs

Devices used in labs for power intensive programs

Dell UltraSharp 27 4K
USB-C Monitor U2720G



X-Rite iDisplay Pro - Colorimeter A7198879



Jabra Evolve 75 MS Stereo Headset A9835175



Dell Precision 3640 Tower



Dell Pro Wireless Keyboard and Mouse KM5221W



Dell Precision 3640 Tower, coupled with creativity-enhancing accessories, empowers students to bring their biggest ideas to life.

OptiPlex Micro or Small Form Factor & All-in-One stand: Space saving solution, providing easy deployment and system management.



OptiPlex 7080 Ultra : Completely modular and upgradeable on your terms.

OptiPlex 7080 Tower: For advanced computing and Entry VR consumption.

HTC VIVE Cosmos VR Headset
SKU: A4809644

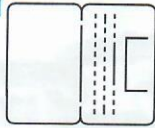


Whether you need a fully expandable desktop with mount and display, or a flexible modular design, OptiPlex offers choices to fit your school's needs.

Dell Education Series Chromebooks

STUDENT-READY. SCHOOL YARD-TOUGH.

ROUNDED CORNERS



& RUBBERIZED EDGES PROVIDE BETTER DROP PROTECTION

TESTED TO WITHSTAND 10 DROPS FROM 30 IN. HEIGHT ONTO



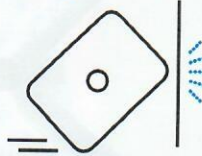
STEEL

HINGE CYCLE TESTS³

50K

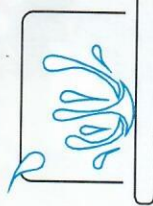


UP TO 14 HOURS BATTERY LIFE²



TESTED TO WITHSTAND 10,000 MICRO-DROPS³ 4 IN. DROPS ON ALL 6 FLAT SURFACES AND 4 CORNERS

TESTED TO WITHSTAND 12oz.



POURED ONTO KEYBOARD WITHOUT SHUTDOWN OR A DRY-OUT PERIOD⁴

MINIMIZE DOWNTIME THAT CAN LEAD TO LOST LEARNING TIME

VISIT DELLTECHNOLOGIES.COM/K12

¹ Only available on the following configuration: Dual Core Celeron processor, D304 4GB Memory, 32GB eMMC storage.
² Battery life: Chromebook 3102 tested with Intel Gemini Lake M3000 processor, 4GB memory, 16GB eMMC, HD non touch panel, Chrome OS, and 3 cell 47Wh battery using Google Chrome browser and files available at <http://www.chrome.com/chromium/cv/testing/powe>. Test results are for comparative purposes only. Actual battery life may be significantly less than the test result depending on product configuration and use, software usage, operating conditions, power management settings and other factors. Maximum battery life will decrease with time.
³ Based on May 2016 IPF product technologies report commissioned by Dell. Speed test on separate equipment with the Dell Chromebook 3102. Actual results will vary. Link: <http://www.dell.com/technologies/report/dell-dell-chromebook-3102-comparative-durability-01616.pdf>
⁴ Water damage is possible if the product is submerged or exposed to large amounts of liquids for long periods of time. Dell's limited hardware warranty does not cover problems resulting from accidents such as water damage. Dell offers accidental damage coverage for an additional fee. To prevent water damage resulting from large spills or minor accidents, Dell recommends filling or emptying off excess liquid, wipe off and let dry.

PURPOSE-BUILT TO SURVIVE EXTREME DURABILITY TESTS



System drops can cause severe damage that accumulates over time. But with 4-inch micro-drop testing that is designed to simulate every day student use, Dell Education Chromebooks more than pass the test. Dell is the only hardware vendor testing to this level of durability.

Designed with rounded corners and rubberized edges to minimize impacts, Dell also offers screen protection - inset screens and no cable wiring. Corning® Gorilla® Glass NBT™ (on 2-in-1 displays) ensures an 8-10x higher scratch resistance compared to traditional soda-lime glass.

Kids love to play with their notebook keyboard - removing keys and moving letters around. So Dell designed its keyboards with captive keys for strong pick-resistance as well as spill-resistance, withstanding up to 12 ounces of liquid spill.⁴



Surviving up to 50,000 hinge-cycle tests³ as well as 30-inch drops onto steel - nothing comes un-hinged with a Dell Education Chromebook.

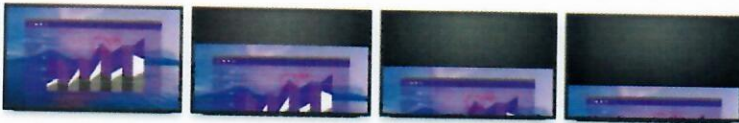
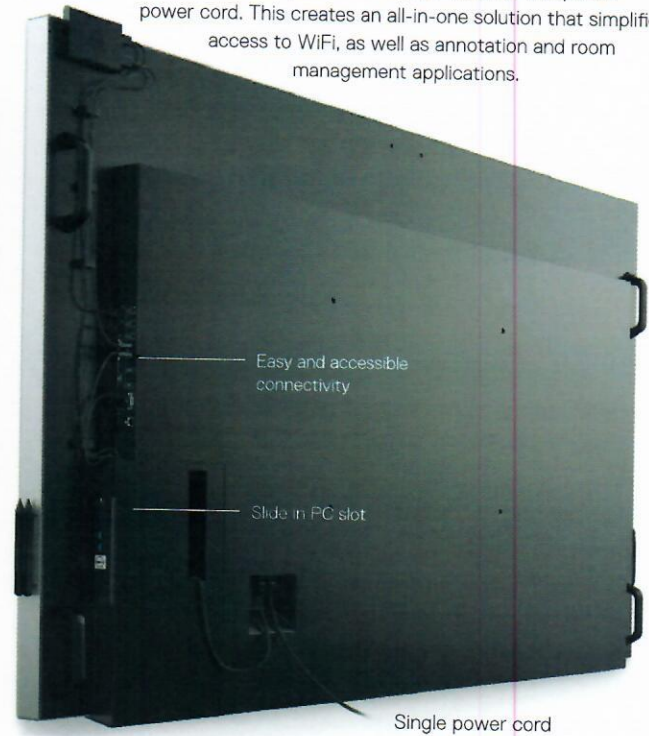
Dell Interactive Large Monitors

FOR A COLLABORATIVE LEARNING ENVIRONMENT



ALL-IN-ONE SOLUTION: OptiPlex Micro + C5518QT/C8618QT/ C7520QT

The Dell 4K Interactive Large Monitors feature a unique design that's compatible with the optional Dell OptiPlex Micro PC, which integrates seamlessly into the back panel without the need for a separate power cord. This creates an all-in-one solution that simplifies access to WiFi, as well as annotation and room management applications.



For users working at different heights, touch sensors located on either side of the display adjust image height settings.

- Great for children and users with disabilities.
- Meets ADA Compliance guidelines
- Dell's screen drop technology makes us the only large display with accessibility features on the market.
- Available on C8618QT and C5518QT and C7520QT only



SPECIFICATIONS	C5519Q	C5518QT	C7016H/C7017T	C7520QT	C8618QT
Resolution	4K	4K	Full HD	4K	4K
OptiPlex Micro mounting	Optional bracket	PC slot	Optional bracket	PC slot	PC slot
Touch/Non-touch	Non-touch	20 points of touch	Non-touch/Touch	20 points of touch	20 points of touch
Image size	54.6 in.	54.6 in.	69.5 in.	74.5 in.	85.6 in.
Duty cycle	12/7	12/7	16/7	12/7	12/7
Panel type	IPS glass	IPS glass	Vertical alignment glass	IPS glass	IPS glass
Surface	Anti-glare	Anti-glare, anti-smudge	Anti-glare, anti-smudge	Anti-glare, anti-smudge	Anti-glare, anti-smudge
Connectivity	2x HDMI 1x DisplayPort 1x VGA 4x USB 1x Audio in/out 1x RS232 1x RJ-45	3x HDMI 1x DisplayPort 1x VGA 7x USB 1x Audio in/out 1x RS232 1x RJ-45	3x HDMI 1x DisplayPort 1x VGA 4x USB 1x Audio in/out 1x RS232 1x RJ-45	3x HDMI 1x DisplayPort 1x VGA 4x USB 1x Audio in/out 1x RS232 1x RJ-45	4x HDMI 1x DisplayPort 1x VGA 7x USB 1x Audio in/out 1x RS232 1x RJ-45
Mount	Optional wall mount*	Optional wall mount*	Wall mount included	Optional wall mount*	Optional wall mount*

Dell Charging Carts

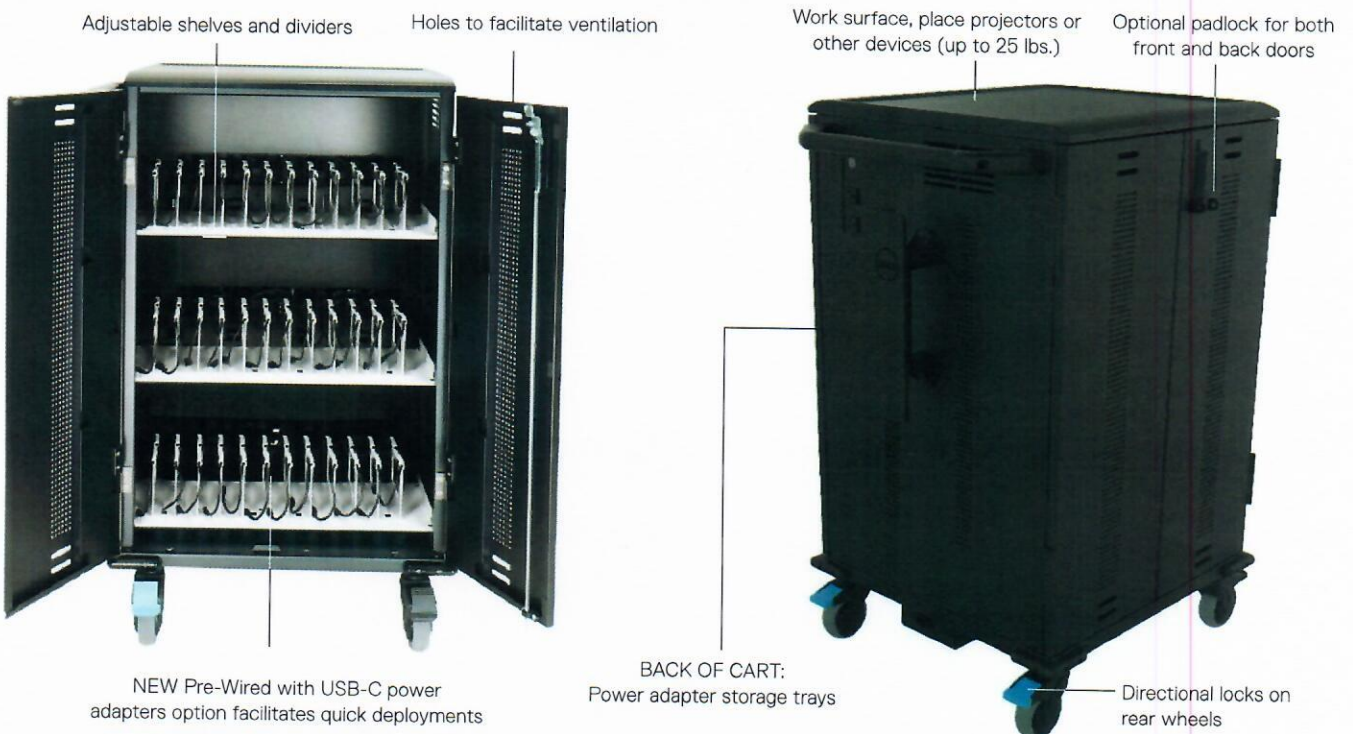
MOBILIZE FOR MAXIMUM LEARNING OPPORTUNITIES

Compact enough to save space in your classroom and mobile enough to move anywhere you need it.

Are your students using devices primarily at school?

Prevent lost learning time by worrying less about storage and battery life.

When you're ready to charge or store, just plug right in.

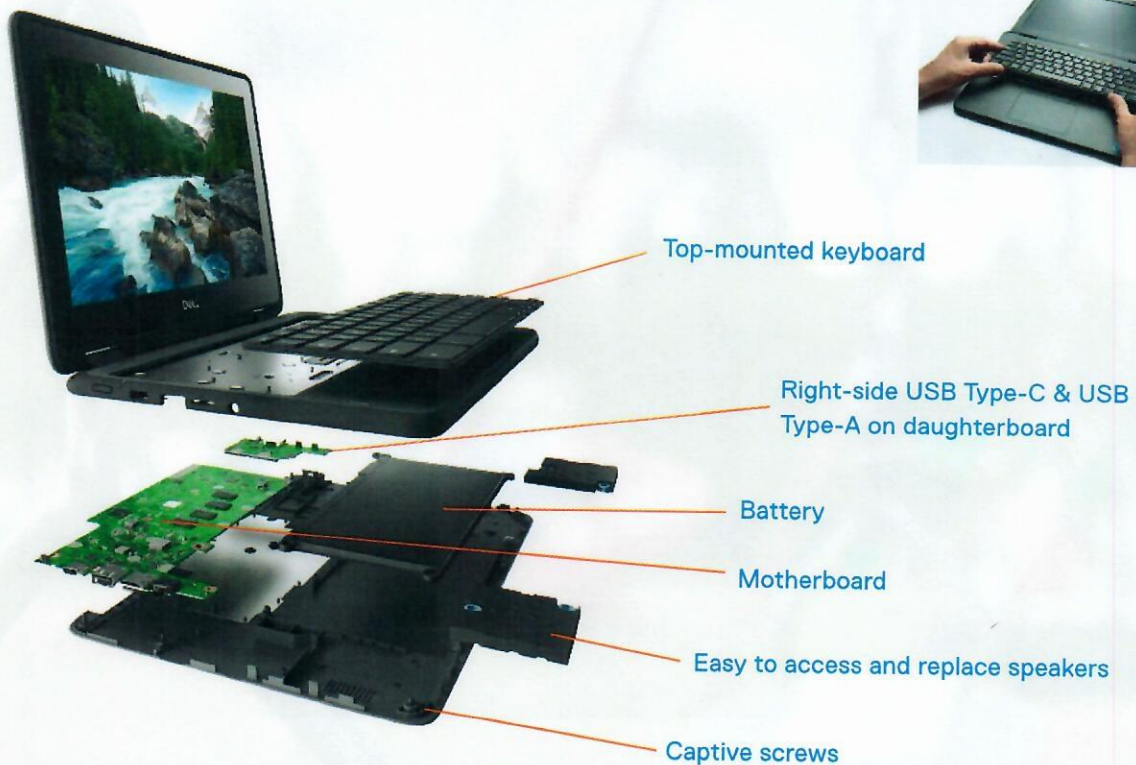


Dell Education Series Chromebooks

KID TOUGH. SCHOOL-READY.

EASE OF SERVICEABILITY

Minimize down-time with Dell Education Series Chromebooks, designed for self-service.



Captive screws on the back cover provide secure fastening while reducing costs associated with lost screws.



Captive screws

Non-captive screws

DELL Technologies

CHROMEBOOK 3100 EDUCATION

Learning without limits.



DESIGNED KID-PROOF

The Chromebook 3100 is built to withstand the demands of the modern learning environment. It is designed with rounded corners and rubberized edges on the palm rest for drop protection. Additionally, its spill-resistant keyboard comes with captive keys for better pick resistance.



ENGINEERED TO ENDURE

In addition to passing 17 MIL-STD 810G tests, the Chromebook 3100 was rigorously tested, surviving 30-inch drops onto steel, 50,000 hinge cycles,¹⁴ and ten thousand 4-inch micro-drops from multiple angles.¹⁴



OPTIONAL LTE WWAN (CAT 9)¹³

For those who are learning from areas that either have unreliable internet access or no access at all, LTE WWAN (CAT 9) is now available. This will help to ensure that all students have an equal opportunity to develop digital literacy, as well as the future skills needed for the workforce. AT&T, Sprint, and Verizon are supported in the United States, and there is a No Carrier option for all other global regions, allowing for carrier of choice.



VERSATILE, ALL-DAY CONNECTION

With up to 14 hours and 3 minutes of battery life,¹² this trusty Chromebook powers through the longest school days. Available with up to 2 USB-C ports so that you can conveniently charge your system with either port, while also providing fast and reversible connections to other devices

Features & Technical Specifications

CHROMEBOOK 3100 EDUCATION

Feature	Technical Specification
Model Number ¹	Chromebook 3100
Processor Options ¹	Intel® Dual Core Celeron Processor
Operating System ¹	Google Chrome OS
Google Auto Update Expiration (AUE)	June 2026
Memory Options ^{1,2,3}	LPDDR4 2400MHz; supporting 4GB
Chipset ¹	Integrated with the Processor
Graphics ^{1,10}	Intel® HD Graphics
Display ¹	11.6" HD (1366 x 768) Non-Touch Anti-Glare, Camera & Microphone, WLAN Capable
Storage Options ^{1,3}	16GB eMMc 32GB eMMc
Security ¹	H1 Secure Microcontroller
Docking ¹	N/A
Optical Drive Options	External Options Only
Multimedia ¹	High Quality Speakers Headset/mic combo jack Integrated webcam with microphone
Battery Options ^{1,5}	42 WHr Polymer
Power Options ¹	65W adapter, USB Type-C
Connectivity Options	Wireless LAN: Intel® Dual-Band Wireless-AC 9560 Wi-Fi + BT 5.0 Wireless (2x2) Optional Intel XMM 7360 Global LTE ₁₃
Ports, Slots & Chassis ¹	1 or 2 USB 3.1 Gen 1 (Only 1 USB 3.1 Gen 1 available on devices configured with LTE) 1 or 2 USB Type-C Headphone/ Microphone Combo Jack Wedge-Shaped Lock Slot
Dimensions & Weight ^{1,11}	Width: 11.96" / 303.9mm Height: 0.82" / 20.8mm Depth: 8.19" / 207.9mm Starting weight: 1.29 kg / 2.85 lbs.
Regulatory and Environmental Compliance ¹	Regulatory Model: P29T Regulatory Type: P29T001 ENERGY STAR 7.0 ¹ EPEAT Bronze Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁷ TCO NB 5.0
Input ¹	Spill-resistant keyboard and captive keys Multi-touch Touchpad
Systems Management ¹	Google Chrome Management Console, Education Perpetual License (Sold separately)
Warranty and Service ¹	Limited Hardware Warranty ⁴ Standard 1 year Mail-in Service after Remote Diagnosis ⁸ optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ⁹
Peripheral Ecosystem ¹	Purpose built ecosystem to enable productivity on the go or in the classroom. Includes Dell Cases, Dell Mobile Carts, and Dell Projectors

Recommended Accessories

CHROMEBOOK 3100 EDUCATION



ULTIMATE CLASSROOM SOLUTIONS



DELL COMPACT CHARGING
CART | 36 DEVICES

Secure, charge and transport up to 36 laptops all in one place, with a cart that easily rolls from one classroom to the next.



DELL 75 4K INTERACTIVE
TOUCH MONITOR | C7520QT

Experience natural touch functionality that allows you to annotate with your fingers, write with a stylus, or even erase written content with the palm of your hand with virtually no lag.



LEARNING ON-THE-GO



DELL MOBILE WIRELESS
MOUSE | MS3320W

Work seamlessly with dual mode connectivity (2.4GHz wireless or bluetooth) and 36 months battery life.



DELL PRO STEREO HEADSET - UC150

Experience great audio clarity with the Dell Pro Stereo Headset - UC150. And, get started right away with plug and play without having to download any software.



DELL ESSENTIAL BACKPACK 15 | ES1520P

This lightweight yet roomy backpack is perfect for carrying and protecting student essentials, including laptop, study materials, bottled drink, and umbrella.

Built for business

Dell Technologies Unified Workspace

Dell Technologies Unified Workspace is the most comprehensive solution to deploy, secure, manage and support virtually all devices from the cloud. We designed this revolutionary solution with intelligence and automation providing you with visibility across the entire endpoint environment. We help you save time, improve user experience, optimize resources and strengthen security.



DEPLOY

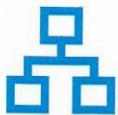
Our modern deployment solution, ProDeploy in the Unified Workspace allows you to revolutionize the way deployment gets done. By spending just one hour for set up, IT can then hand deployment to Dell and have preconfigured systems shipped directly to the end users--wherever they are.



SECURE

Dell Endpoint Security for the Unified Workspace helps you manage growing cyber risks while embracing workforce transformation. With Dell SafeGuard and Response powered by Secureworks, you gain actionable insight to help you quickly and efficiently prevent, detect and respond to cyber-attacks - keeping your environment free from harm.

The 3100 has additional security features such as Intel® Platform Trust Technology, Trusted Platform Module (TPM) 2.0 (Check regional availability), Chassis lock slot support; Support for Computrace and SmartCard Reader; Fingerprint reader or FIPS Fingerprint reader (Check regional availability); camera privacy shutter.



MANAGE

We integrated our hardware management solution Dell Client Command Suite with VMware Workspace ONE, allowing you to take advantage of unified endpoint management (UEM) and manage the firmware, operating system and applications for all devices from the Workspace ONE console. UEM simplifies the management of the entire environment saving IT time from having to work between separate consoles for PCs and phones.



SUPPORT

ProSupport Plus continues to be the only predictive and proactive support in the market. When compared to key competitors, ProSupport Plus with SupportAssist reduced time to resolve a failed hard drive with up to 11x faster time to resolution*

*Based on a Principled Technologies test report, "Spend Less Time and Effort Troubleshooting Laptop Hardware Failures" dated April 2018. Testing commissioned by Dell, conducted in the United States. Actual results will vary. Full report: <http://facts.pt/L52XKM>

DELL Technologies

CHROMEBOOK 3100 EDUCATION

Learning without limits.



¹ Offering may vary by country and by configuration.

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.

⁵ Battery support is dependent upon graphics support. Check technical guides for detailed support.

⁶ Wireless antenna available only at time of system purchase.

⁷ Dell Education Series are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the iNEMI Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

⁸ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

⁹ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.

¹⁰ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

¹¹ Weights vary depending on configuration and manufacturing variability.

¹² Battery life: Chromebook 3100 tested with Intel Celeron N4000 processor, 4GB memory, 16GB eMMC, HD non-touch panel, Chrome OS, and 3-cell 42W battery using Google Chrome Power LoadTest available at <http://www.chromium.org/chromium-os/testing/power-testing>. Test results are for comparative purposes only. Actual battery life may be significantly less than the test results and varies depending on product configuration and use, software, usage, operating conditions, power management settings and other factors. Maximum battery life will decrease with time.

¹³ Only available on the following configuration: Dual Core Celeron processor, DDR4 4GB Memory, 32GB eMMC storage.

¹⁴ Based on May 2019 Principled Technologies report commissioned by Dell, "Spend less on repairs and replacements with the Dell Chromebook 3100". Actual results will vary. Link: <https://www.principledtechnologies.com/Dell/Dell-Chromebook-3100-competitive-durability-0519.pdf>