

# Savanna School District 1330 S. Knott Ave Anaheim, CA 92804

## **REQUEST FOR PROPOSAL FOR:**

# 2020: WIDE AREA NETWORK DIGITAL TRANSMISSION SERVICES RFP

DUE: December 4, 2020 at 1:00PM PST

www.savsd.org

# 2020: WIDE AREA NETWORK DIGITAL TRANSMISSION SERVICES RFP

## A. NOTICE REQUESTING PROPOSALS

The PROPOSALS for Wide Area Network services for E-Rate Funding Year 24 (2021-2022) must be received prior to but no later than December 4, 2020 at 1:00 p.m. PST, in a sealed envelope labeled with the title and addressed to the Savanna School District at 1330 S. Knott Ave, Anaheim, CA 92804. ATTN: Briana Schnitzer. Proposals will be opened at the above time and date. Proposals received after the above stated time and date will be returned to bidder unopened. Proposal may be submitted via email to <a href="mailto:briana.schnitzer@savsd.org">briana.schnitzer@savsd.org</a>. However, they must be submitted by the same time and date listed above and signed.

Proposals must be signed. A copy of the request for proposal is available on or after November 4, 2020 by contacting Briana Schnitzer via email at <a href="mailto:briana.schnitzer@savsd.org">briana.schnitzer@savsd.org</a>, from the District website at www.savsd.org, and USAC E-RATE Productivity Center (EPC) at: <a href="https://portal.usac.org/suite/">https://portal.usac.org/suite/</a>

Any Questions must be provided in writing no later than November 18, 2020 by 1:00pm PST and emailed to <a href="mailto:briana.schnitzer@savsd.org">briana.schnitzer@savsd.org</a>. The subject line must read "BID 2020 - WAN RFP - SAVANNA SD". The responses will be provided in an addendum and posted on the District's website and on USAC's EPC portal site by November 20, 2020.

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

If the Vendor chooses to offer alternative services than described in this proposal, they must describe, in detail, how their proposed services will satisfy the requirements.

The Board of Trustees of the Savanna School District reserves the right to accept or reject any and all proposals, to waive any irregularities in the proposals, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

No bidder may withdraw a proposal for a period of one hundred and twenty (120) calendar days after the opening of the proposals. Per Public Contract Code Section 20118.2, all bidders must honor their proposals, as submitted, after the date proposals are opened by the District.

#### **B. IMPORTANT DATES**

RFP Posted and Available	November 4, 2020
Dates of RFP Advertisement:	November 5, 2020 and November 12, 2020
Last Day to Submit Questions:	November 18, 2020 by 1:00 p.m. PST
Answers will be posted:	November 20, 2020
RFP Due Date/ RFP Opening:	December 4, 2020 by 1:00 p.m. PST
Projected Board Approval:	January Board Meeting

## C. E-RATE REQUIREMENT

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, and internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Corporation, which was established by the Act. The amount of discount is based on the numbers of children receiving free and reduced-price meals. Additional supplemental terms and conditions are identified in Exhibit A.

### D. PROJECT BACKGROUND

The purpose of this Request for Proposal (RFP) is to furnish the Savanna School District with high-speed leased lit fiber Wide Area Network (WAN) to support select District facilities. The WAN technology will be comprised of point to point leased lit fiber. The District requires that all WAN connectivity result in an Ethernet (Layer 2) hand off at each site. The high-speed WAN connections will be required to allow connectivity back to the Data Center at the District Office from the individual district sites and from the District Office to the Orange County Department of Education at 200 Kalmus Drive, Costa Mesa, CA 92626 (transport line).

## E. SCOPE OF WORK

The Contract awarded by the District will provide for the contractor's installation of a secure, private, and dedicated network with connectivity between the District Office and each of its school sites and from the District Office to the Orange County Department of Education at 200 Kalmus Drive, Costa Mesa, CA 92626. A list of these sites is identified in Exhibit B.

For a lit fiber solution, each District facility will require customer premise equipment (CPE), service termination equipment and any other associated hardware. The Savanna School District is requesting a symmetrical Ethernet 5 point-to-point solution.

The logical topology is such that the District office is the "hub" and primary provider of various applications including Internet access. The IP routing (Layer 3) architecture will be developed and managed by the District IT staff. A copy of the existing setup is attached as Exhibit C.

- 1) Site Requirements: The service provide will hand-off a minimum concurrent 1GB connection between each school site and the District Office, including at minimum Switched Layer 2 Ethernet service acting as transparent LAN for connection between the district office and remote site listed on Exhibit B, utilizing TCP/IP protocols and full duplex operation (bidirectional connections). The service provider will supply the District with the appropriate hardware that will connect directly into the District-provided Cisco Catalyst (or equivalent) switches or Cisco routers.
- 2) District Office Requirements: The District Office currently located at 1330 S. Knott Ave, Anaheim CA 92804 is to serve as the central point for the network.

The District Office will be connected in similar fashion to the Orange County Department of Education (200 Kalmus Drive, Costa Mesa, CA 92626) at a speed of at least 1GB with scalability to 10GB.

All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to Savanna School District. All vendor equipment installed shall be under repair maintenance at no cost to Savanna School District for the life of the contract agreement.

Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. Additional sites may be added under this agreement. The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.

During the term of this contract, any changes in the routing of the physical network due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the awarded contractor at no expense to the District.

After the initial contract period, the contract may be subject to additional twelve (12) month extensions, for a maximum of five (5) year's total. Extensions are contingent upon written mutual consent of the District and the Contractor. Any request for extension must be requested by the Contractor in writing no later than ninety (90) days prior to the expiration date of the existing agreement.

The District reserves the right to enter into a five (5) year agreement if it is determined to yield greater cost savings and is most advantageous to the District.

Respondents shall provide information documenting that it has multiple Technical Support Centers available for toll free technical assistance calls providing 24 x 7 support.

The Respondent will provide a copy of its Service Level Agreement (SLA) indicating:

- A guaranteed one-half (½) hour initial response.
- A four (4) hour onsite response time on all network outages.
- A twenty-four (24) hour maximum problem resolution time.
- Resolution management for such outages and an escalation list.
- Awarded contractor shall provide technical support and trouble ticket support toll free numbers.
   The service should be available twenty-four (24) hours per day, three-hundred sixty-five (365) days per year.

The District recognizes that the response times listed above are standard throughout the industry; however, given the communications dependent nature of the District, the District will consider a Respondent's written guarantee of faster response time on major outages during the evaluation process.

The Respondent will provide access for immediate reports and status of all network traffic utilizing reports that cover the following metrics:

- Link Utilization or Usage
- Burst or Broadcast Statistics
- Link error or health statistics (framing, CRC, etc.)
- Dropped or discarded packets
- Latency or Delay

Awarded contractor shall warrant that equipment, facilities, and services, will maintain the performance criteria stated above, at all times during the continuation of the Agreement resulting from an award by the District. The awarded Contractor shall warrant that it had good title to all elements of the equipment, facilities, and services, and has the legal right to contract with the District for the installation and use of such equipment, facilities, and services. The awarded Contractor shall indemnify the District, its trustees, employees, and consultants, against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

The awarded contractor shall be responsible to obtain and maintain all necessary right of ways necessary for this project, any and all costs related to permits, construction, easements and other costs in providing an end to end solution.

Any and all fees required by Federal, State, County, Municipal, District and any other applicable laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the awarded Contractor shall be paid by the awarded Contractor.

All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the awarded Contractor, and the awarded Contractor shall give the District all Notices that are required in connection with this RFP, related work, and services.

Awarded Contractor shall comply with all applicable licensing requirements, Federal, State and local laws, regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP, and place obligations on awarded Contractor with respect to its performance under any subsequent contractual agreement. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.

#### F. TRANSITION PLAN

As the cut-over date for any new carrier is July 1, 2021, Savanna School District requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the Savanna transition team. The transition plan is to outline the expectations the supplier team would have of the school district and the information or task the school district is to provide the supplier and the date any information or task would be required.

Savanna School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with Savanna School District for the installation and use of such facilities and services. Service Provider shall indemnify Savanna School District and its trustees and employees against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

## **G. PROPOSAL REQUIREMENTS**

- 1) Cover Letter/Letter of Interest
- 2) The name, mailing address, CA business license, SPIN number, email address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract. Provide information of the year the firm was established, number of employees, business website, signature of principal, corporate seal, and written evidence of all required verifications that if awarded by the District ensures all eligible components of services are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.
- 3) Provide relevant technical capabilities and qualifications and project experience in project-by-project format. Be specific and concise, do not use generalized information, complete and include District Qualifications Questionnaire (Exhibit D).
- 4) Project Team: Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.
- 5) Sub-Consultant List, if/as applicable. Identify and list primary sub-consultants. Please provide the type of service provided, firm name, length of working relationship with firm, address, name of contact person, phone number, e-mail address, year firm was established, number of employees and business website.
- 6) Based on the District's Transition Plan, please provide a complete timeline stating the number of days that the services will be operational from the date of order.
- 7) A list of at least three (3) California K-12 references, all of which have been public school installations completed within the last three years that are similar size and scope to the one being proposed for this District. Please provide client name, address, contact name and telephone number, dates of service and completion, description of service, type and size of installation and contract amount.
- 8) Insurance-Claim/Litigation History: Provide the amounts of current insurance in force your firm has for Professional Liability, Personal Liability, and Workman's Compensation. Also provide the amount of Professional Liability insurance that you require your consultants to carry.
  - List all of the occasions that your firm has been a party to any claims, litigation, including arbitration, concerning a school project in the State of California during the past five (5) years and explain the circumstances including resolution of the claims made both by and against your firm.
- 9) Proposal Fees: Respondent is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP, on a fully-burdened labor rate basis. Be as thorough and specific as possible as this may form the basis of any contract for services that may be presented by the District. Proposal and Fee Schedule Worksheets have been included to assist Respondent's with this information, and are included as Exhibit E.

It is the intent of the District to award a contract(s) for a leased lit fiber solution.

Fee Proposal and Fee Schedule shall be based on work and services stipulated in the section entitled "Scope of Work". Include one-time and monthly recurring costs, including all applicable taxes and surcharges for:

- Leased Lit Fiber: 1 Gbps scalable up to 10 Gbps configuration for all sites
- Include and list any one-time costs, for items such as, but not limited to, Special construction, set-up, installation, etc.
- Include and list any monthly (ongoing) costs
- Respondents shall include a Fee Schedule list for any work or services not specifically stated in this RFP, to assist the District with future budgeting needs.

All cost proposals must include pricing to install services to the MPOE and Demarcation point designated by District staff.

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Within one (1) week of award, the awarded Service Provider will provide the District with a bill of materials suitable for the FCC Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

10) E-rate Supplemental Terms and Conditions (Exhibit A)

#### H. AWARD OF CONTRACT

Savanna School District will review submittals for design, qualifications and demonstrated competence in providing like services as well as completeness, adherence to directions and format requirements, brevity, and clarity of content. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible firm whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value. Although E-rate eligible cost is a significant weighted factor, the District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the firm is:

1) Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and financially responsible to complete the project as proposed.

## 2) Evaluation Criteria:

CRITERIA	WEIGHT
Proposal Price and Fee Schedule, E-rate Eligible Costs	30%
Ineligible Costs	10%
Qualifications	10%
Understanding and Ability to Service District Needs, Long-Term Goals, and Short-Term July 1, 2021 Cutover Criteria	20%
Satisfaction of Previous Clients, including any experience with Savanna School District	10%
Respondent's Experience with E-rate Projects and with Proposed Technical Solution	10%
Completeness and Responsiveness of District's RFP Requirements	10%
Total	100%

## **Exhibit A: E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

(Signed copy to be returned with bid response)

## 1) E-Rate Contingency:

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

## 2) Service Provider Requirements:

Savanna School District has applied for E-Rate discounts since the program's inception. Suppliers are required to be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate program throughout the contractual period of any contract entered into with Savanna School District as a result of this RFP.

Additionally, respondents are required to submit the following to substantiate E-Rate Service Provider compliance.

- Proposers Service Provider Identification Number (SPIN)
- Service Provider Annual Certification (SPAC) verification (2020/2021)
   (SPIN contact page from USAC website will suffice)
- Verification that the proposer is an eligible telecommunications provider (Y) for the telecommunications aspect of this RFP (SPIN contact page from USAC website will suffice)
- Proof that Proposer is not on FCC Red-Light Status
- Requires FCC Registration Number and documentation from FCC. Information can be accessed at <a href="http://www.fcc.gov/redlight/">http://www.fcc.gov/redlight/</a>

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

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

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

Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

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

## 3) Service Provider Acknowledgments:

The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

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

The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <a href="https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/">https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/</a>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <a href="https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf">https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf</a>

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

### 4) Starting Services/Advance Installation – Category 1 Services:

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

## 5) Invoicing:

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the prediscount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

## 6) FCC/SLD Auditability:

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

## 7) Procurement of Additional Goods and/or Services/Coterminous Expiration:

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

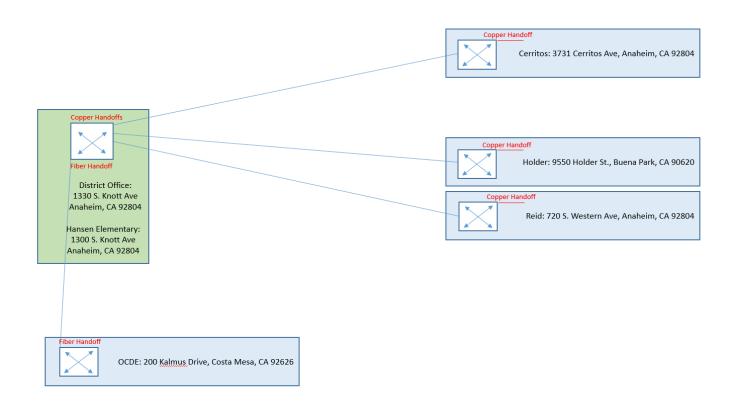
I, the undersigned, as an authorized agent of _hereby certify that I have read the E-rate Suppler cooperate with the E-rate process as outlined ab	mental Terms and Conditions, am fully co	
Signature:	_Title:	·
Phone Number:	Email:	
Service Provider Name:		

# **Exhibit B: LIST OF SITES**

OCDE:	200 Kalmus Drive, Costa Mesa, CA 92626
District Office:	1330 S. Knott Ave, Anaheim CA 92804
Cerritos Elementary:	3731 Cerritos Ave, Anaheim, CA 92804
Holder Elementary:	9550 Holder St., Buena Park, CA 90620
Reid Elementary:	720 S. Western Ave, Anaheim, CA 92804

**END OF EXHIBIT B** 

# **Exhibit C: Current WAN Setup**



**END OF EXHIBIT C** 

# **Exhibit D: Qualifications**

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

Question	Yes/No
1. The vendor must be able to provide an uptime guarantee of 99.9% which shall	
be provided on a 24 x 7 basis average over each seven-day period. Uptime is	
defined as full usage of the service and at full capacity as stated herein, with the	
exception of scheduled maintenance. Uptime does not include the operation of the	
network on a diminished service level on any or all links due to errors, packet loss,	
or any other factors causing the network to operate in a substandard manner. Any	
network condition other than uptime is considered a Network Failure. Can your	
company provide an uptime guarantee of 99.9%?	
Please elaborate:	
Piedse eidbordte.	
2. Does your company monitor all telecommunication and/or Internet services 24	
hours per day, seven days per week, 365 days per year?	
Please elaborate:	
2 Dans your commons over their common that is complete of comming moultiple	
3. Does your company own their own network that is capable of carrying multiple	
data services such as computer networks, voice over ip, digital video, vlan tags,	
etc.?	
Please elaborate:	

Question	Yes/No
<b>4.</b> Is your company able to provide, at no additional charge, immediate notification to Savanna network department representative of any and all telecommunication service outages or anomalies which affect the use of the facilities, circuits, or	
network within Savanna School District?	I
Please elaborate:	
5. Does your company have a process in place for reporting problems? Please	
provide details regarding the process for Savanna School District to report any	
problems with the facilities, circuits, network or telecommunication services	
including the minimum response time.	
Please elaborate:	
6. Does your company have a dedicated service center? Please provide details	
regarding your company's service center, including, but not limited to, staffing	
experience, process and priority service.	
Please elaborate:	
7. Does your company provide a non-performance policy which provides the school	
district a monthly credit equal to two times the monthly rate multiplied by the	
percentage of monthly outage to any site within the Savanna School District, when	
such faults, outages or anomalies are due to the oversight neglect or unreliability	
of your company's services?	i
Please elaborate:	

Question	Yes/No
8. Does your company maintain compliance with any and all legal requirements set	
forth under the California Public Utilities Commission and the Federal	
Communications Commission of the United States of America?	
Please elaborate:	
<b>9.</b> Does your company agree that Savanna School District can reserve the option to	
terminate service, without penalty and full expectation of refund of any and all	
proceeds paid prior to date of termination of contract or services for balance of	
services not rendered?	
Please elaborate:	

END OF EXHIBIT D

## **Exhibit E: PRICING FORM**

	12-Month Contract				
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge
OCDE	1GB				
Cerritos	1GB				
Holder	1GB				
Reid	1GB				
OCDE	5GB				
Cerritos	5GB				
Holder	5GB				
Reid	5GB				
OCDE	10GB				
Cerritos	10GB				
Holder	10GB				
Reid	10GB				

	24-Month Contract					
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge	
OCDE	1GB					
Cerritos	1GB					
Holder	1GB					
Reid	1GB					
OCDE	5GB					
Cerritos	5GB					
Holder	5GB					
Reid	5GB					
OCDE	10GB					
Cerritos	10GB					
Holder	10GB					
Reid	10GB					

	36-Month Contract				
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge
OCDE	1GB				
Cerritos	1GB				
Holder	1GB				
Reid	1GB				
OCDE	5GB				
Cerritos	5GB				
Holder	5GB				
Reid	5GB				
OCDE	10GB				
Cerritos	10GB				
Holder	10GB				_
Reid	10GB				

	48-Month Contract					
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge	
OCDE	1GB					
Cerritos	1GB					
Holder	1GB					
Reid	1GB					
OCDE	5GB					
Cerritos	5GB					
Holder	5GB					
Reid	5GB					
OCDE	10GB					
Cerritos	10GB					
Holder	10GB					
Reid	10GB	_				

	60-Month Contract				
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge
OCDE	1GB				
Cerritos	1GB				
Holder	1GB				
Reid	1GB				
OCDE	5GB				
Cerritos	5GB				
Holder	5GB				
Reid	5GB				
OCDE	10GB				
Cerritos	10GB				
Holder	10GB				
Reid	10GB				

END OF EXHIBIT E