San Leandro Unified School District
Information Technology

To: Facilities and Technology Committee

From: Larry Simon, Chief Technology Officer

Date: January 20, 2021

Re: Approval of Contract for Services with Conterra to provide Wide Area Network (WAN) connectivity to the City of San Leandro Fiber Loop

In order to continue supporting modern learning, maintaining high speed internet access to each school site is required. SLUSD published a Request for Proposals (RFP) to connect all SLUSD sites to the City of San Leandro Fiber Loop in December 2020. Based on the Matrix published in the RFP, Conterra was chosen to continue our connection as the best vendor for this service.

After E-Rate and discounts expected annual cost to the district is $26,766.70 which is a reduction compared to previous years.

Staff has obtained pricing - see attached.

The Technology Department is requesting the following amounts:

Annual price before discounts	$ 267,667.00
Five year term total before discounts	$1,338,336.00
Anticipated annual cost to the district after discounts	**$ 26,766.70**

Funding Source: General fund and E-Rate funding

E-Rate Bid Evaluation Matrix Page 1 of

Funding Year 2021

District Name San Leandro USD
Bid # (if applicable) N/A
Form 470# 210006281

Bid Due Date and Time 1/12/2021
Allowable Contract Date 1/4/2021

Project or Service

Description

Directions:
- Enter your Service Provider Name and E-rate eligible cost in order from lowest to highest.

- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

# of Responders: 2

100 is the best possible score

	Conterra		AT&T	
Service Provider Name:				
E-rate Eligible Cost:	$22,304.00		$22,920.98	
	Lowest			

Selection Criteria	Criteria Weight*	Score	Weighted Score	Score	Weighted Score
E-rate eligible recurring and one-time costs1	40	100	40	97.30823028	38.92329211
Complete bid submission2	10	100	10	100	10
Ability to support requirements of this RFP3	10	90	9	75	7.5
Proposed contract terms and conditions4	10	100	10	100	10
Service reliability and dedicated infrastructure5	10	100	10	50	5
E-rate ineligible recurring or one-time costs6	10	100	10	100	10
Provider references7	10	100	10	50	5
	100				

Overall Score	
Service Provider	**Score**
Conterra	99
AT&T	86

Vendor Selected: Conterra

Approved By:

Signature

Print Name

Title

Date:

Comments:

3 - Conterra proposal meets current and expected speed requirements but not commiting to be able to grow to 100 Gbps without technology changes. RFP was released to utilize existing city fiber loop, AT&T proposal does not do that but does appear to hit speed requirements.

5 - AT&T solution appears to utilize their ASE infrastructure which has other tenants. District has had historical issues with slower repair/support relating to this with another ASE circuit.

7 - AT&T did not provide specific references. District has had historical issues with slower repair/support relating to this with another ASE circuit.

CONTERRA™ NETWORKS

Fiber Driven. People Powered.

RFP NO: E-Rate FY 2021
470# 210006281

Wide Area Network Service Connections

Response Presented to:

San Leandro Unified School District

January 12, 2021

Proposal Validity Period

The information and pricing contained in this proposal is valid for a period of **120 days** from the date on the proposal cover page unless extended in writing by Conterra Networks, LLC.

Terms and Conditions

Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Copyright Notice and Statement of Confidentiality

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CORPORATE INFORMATION

Contract Authority	
Keith Stines Senior Vice President 704-936-1807 Office 704- 650-7461Cell kstines@conterra.com	**Kelley Boan** Special Projects Mgr. 704-936-1789 Office 443-742-6379 Cell kboan@conterra.com

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5301 77 Center Drive
Charlotte NC 28217
704-936-1800 Main
877-365-6701 Toll-free
704-936-1801 Fax
www.Conterra.com

California Office *San Joaquin Valley* *California*	*California Office* *Northern California*
1444 Fulton Street, **Fresno, CA 93721** **559-418-0534**	**1160 Brickyard Cove Rd** **Suite 201** **Richmond, CA 94801** **PH: 510-439-4190**

Conterra Ultra Broadband, LLC d.b.a.,
Conterra Wireless Broadband, LLC
Incorporated 2001, South Carolina LLC
Federal ID # 582615152
SPIN # 143032050
FCC FRN # 0017361015
Form 499: Filer ID# 823694
Full Time Employees - 245
D&B # 61-3795052
California CLEC # U-7057-C

Table of Contents

Letter of Transmittal

Pricing

Appendixes

Letter of Transmittal

January 12, 2021

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579
Attention: Jennifer Hansen

Via Email: lsimon@slusd.us and MHarken@csmcentral.com

RE: RFP E-RATE FY 2021, Wide Area Network Connections

Thank you for the opportunity to respond to your Request for Proposals for Wide Area Network Service.

Established in 2001, Conterra has an extensive twenty-year background of service expertise in fiber-optic based, high-reliability data transport network design, engineering, construction, service implementation and delivery. Conterra has provided E-Rate funded wide area network services to approximately 200 K-12 schools and library districts: including extensive experience in California.

Conterra Wireless Broadband, LLC (d.b.a. Conterra Ultra Broadband, LLC) is recognized by the Universal Service Administrative Company (SPIN # 143032050) as an eligible telecommunications provider. Conterra is similarly recognized by the Federal Communication Commission (FCC FRN # 0017361015). Conterra certifies that the company is not the subject of the FCC's Red-Light Rule.

Conterra is a facilities-based Competitive Local Exchange Carrier (CLEC) certificated by the California Public Utilities Commission as a Competitive Local Provider (CLP) to provide telecommunication services throughout the state of California (CLEC #U-7057-C). Conterra certifies that all components of its service are eligible for the California Teleconnect Fund (CTF) discount.

The Existing Wide Area Network

Conterra currently provides a lit 10 Gbps service to 16 sites in the San Leandro Unified School District (SLUSD) using a combination of Conterra-owned facilities and fiber leased to the District by the City of San Leandro. We propose to maintain that service at a reduced price for either an additional 60 or 120 months. We decline the 'managed dark fiber' bidding opportunity, as it would price out the same or possibly higher than the current lit service.

We note some issues in preparing this response:

- The Attachment A provided by the District in the Bid Package is incomplete and does not match the existing contracted sites nor the current Form 471 as filed with USAC.

- The route map included in the Bid Package is not accurate. It would seem to indicate all the fiber is owned by the City of San Leandro and leased to SLUSD for use in the WAN. This is not correct. All of the building entries and all the fiber running from the intersection of Washington

Avenue and Monterrey Boulevard to Alvarado Street and the Instructional Materials Center is owned by Conterra.

As a result, we have used the Attachment A submitted with our initial offer and the associated map of routes in this response as both of them match the current Form 471 and the existing contract.

Terms and Conditions

Pricing is predicated on the following assumptions:

1. 5 – Year and 10-Year Contract Terms
2. Total of sixteen (16) sites priced
3. No Special Construction Costs are offered
4. Growth Clause- Due to the limited number of fiber strands available to SLUSD on the City-owned fiber loop bandwidths above 10 Gbps per site are not possible with current deployed equipment.
5. New Demarcation CPE including increased bandwidth capacity, optical transceivers can be installed for future bandwidth upgrades.
6. Conterra agrees to the Liquidated Damages Clause with the following exception:
    - Miscellaneous Provisions, sub section N: Conterra invokes California core requiring liquidated damages in cases of termination without cause by the contracting party.

I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.



Contract Authority
Keith Stines
Senior Vice President
704-936-1807 Office
704-650-7461Cell
kstines@conterra.com

2.0 Scope of Work

As noted above Conterra only offers a response to the request for a lit 10 Gbps solution configured as currently deployed.

3.0 Pricing & Term

Conterra offers 60 and 120 month pricing for the lit service described above. We have used the pricing sheet submitted by Conterra for the original award as the Attachment A supplied has several deficiencies, as noted above.

4.0 Network Requirements

We note that the limitations of the fiber count provided to SLUSD by the City of San Leandro limits the maximum bandwidth possible. Our engineers feel it might be possible to scale to 20 Gbps per site with the existing count but speeds above that will require either new technology or additional strands from the City or both.

We agree to the other requirements of the Leased Lit Fiber requirement.

4.3 SUPPORT REQUIREMENTS

AGREE

4.4 ON-PREMISE EQUIPMENT

AGREE

4.5 SERVICE DOCUMENTATION

AGREE

4.6 ADOPTION OF NEW TECHNOLOGIES

AGREE

4.7 OPTIONAL SERVICES

NONE OFFERED

4.8 UPGRADES

AGREE

4.9 RELOCATIONS

AGREE SUBJECT TO EARLIER EXCEPTION

5.0 SERVICE AVAILABILITY

5.1 UPTIME GUARANTEE

AGREE

5.2 NOTIFICATION

AGREE

5.3 SERVICE LEVEL AGREEMENT

AGREE 1-10

6.0 PROPOSAL CONTENT

1. Failure to include any requested information noted as required by the respondent may be grounds for disqualification.
Noted
2. Description of Proposal
a. All sites are served consistent with E-Rate rules.
b. Conterra will maintain the existing deployment design and services.
3. Timeline
a. There will be no additional construction required.
b. Service will be available 01 July 2021.
c. Not applicable.
4. Demarcation
a. AGREE.
b. All services terminate in customer IDF or MDF.
c. No additional construction required.
5. Network Diagram
A .See Attachments.
b. Does Not Apply.
6. References
a. See Attachment.

b. Not Applicable

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

a. AGREE.

b. AGREE.

c. Not Applicable.

Conterra agrees to this section as noted above.

8. Required Notice to Proceed and Funding Availability

a. AGREE.

b. AGREE

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

9. Customer Support

a. Vendor shall provide the following:

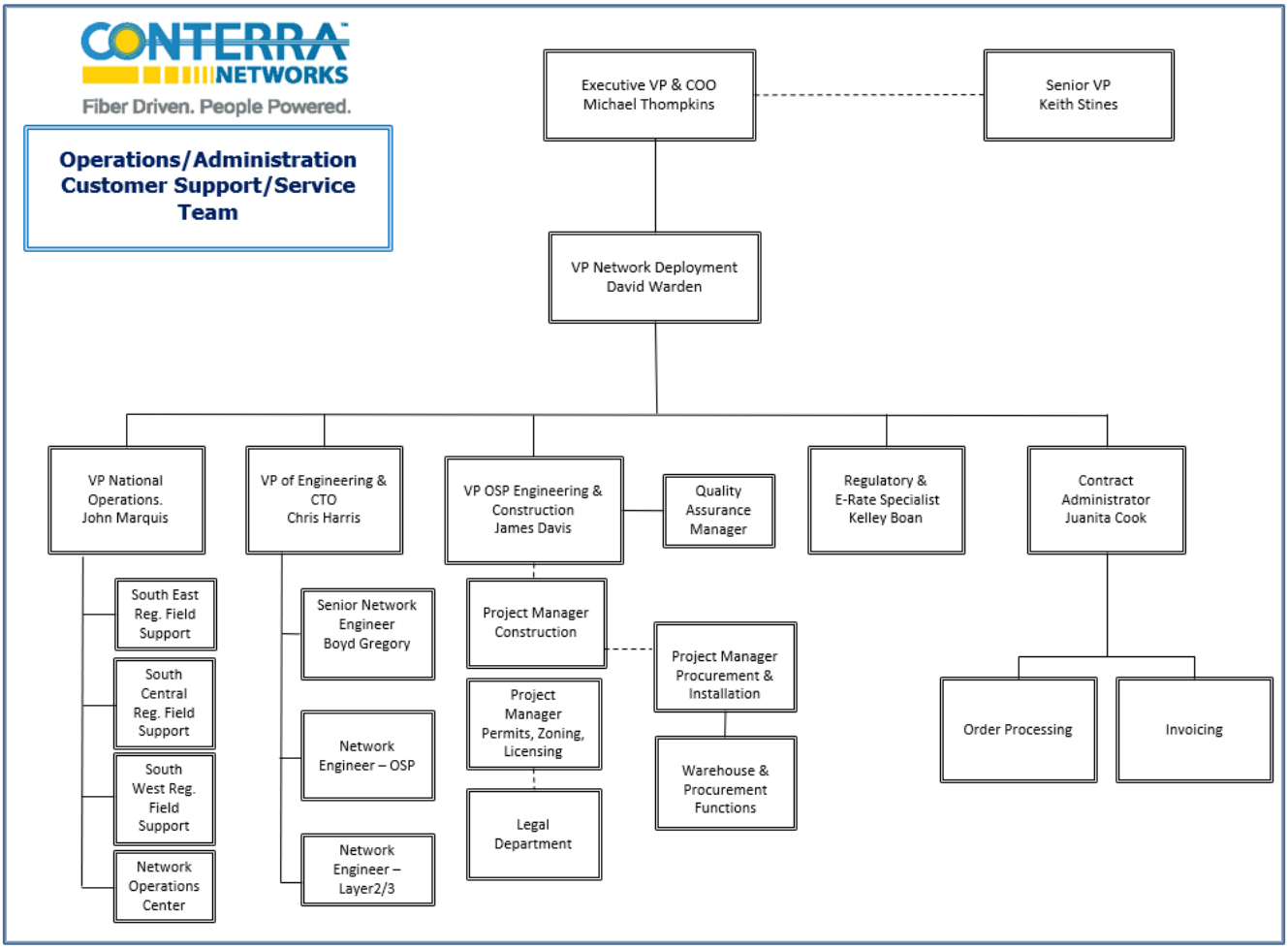
- **Contact information and background of technical support team.**
- **Trouble ticket procedures and escalation intervals**
- **Billing dispute resolution process**
- **Description of web-based interface for billing, trouble reporting, etc., if available.**

SEE BELOW

E-Rate Requirements.

Conterra is fully compliant with all E-Rate and California Public Utility Commission Requirements

The Project Team and Support Organization



Keith W. Stines
Senior Vice President

Keith Stines has more than 30 years of project management and telecommunications experience. He began his career in the commercial construction industry as a project manager for a large, regional general contracting firm in the Carolinas. After serving as senior project manager for one of the larger construction companies in coastal South Carolina, he opened his own construction company in 1985, establishing one of the first design/build commercial construction businesses in Myrtle Beach. He continued to own and operate that company for 15 years.

In 1990, Keith founded an associated business, specifically focused on construction and development services for the cellular industry. Providing turnkey acquisition, permitting, site planning, and construction services for more than 1,500 cell sites, he led that company as it grew to operate in 23 states with 16 different wireless carriers and infrastructure providers.

In 2001, with 15 years of experience as an owner/operator of start-up businesses, Keith relied on his acquired knowledge of the wireless communications industry and was instrumental in founding Conterra. He continues to serve a key role in developing Conterra's operations strategy.

Michael L. Tompkins
Executive VP and Chief Operations Officer

Mr. Tompkins has over 22 years of experience in the telecommunications industry, leading operations, engineering, construction, sales and marketing teams at the executive leadership level. He leads the engineering, operations, project management and IT organizations and has overall responsibility for service delivery and support.

Mr. Tompkins worked at Oxford Networks for nearly 20 years, primarily holding the position of Executive Vice President of Operations where he had overall responsibility for network operations, construction, engineering, customer service, managed service operations, data center operations, facilities and safety. Mr. Tompkins also held the position of Senior Vice President of Operations at FirstLight Fiber before joining Conterra.

Mr. Tompkins served 4 years in the United States Air Force, which included duty stations in Germany, Nevada and Saudi Arabia in support of Desert Shield and Desert Storm.

James Davis
VP OSP Engineering & Construction

James Davis is the Vice President of the Outside Plant Engineering and Construction division of Conterra. In this role, James is leading the challenge to create company standards across multiple regions that include the multiple previous acquisitions. As the manager of the largest capital expenditure budget within Conterra, James is leading the charge to create synergies with purchasing and finance that will drive better capital efficiencies in the construction processes.

Prior to joining Conterra, James was the President of Network USA and SunAmerica Communications of Lafayette, LA. As President of Network USA and SunAmerica, James guided the day to day activities of the operation of the companies as well as managed the sales and financial aspects. James has been in the telecommunications field in a capacity of analyst, engineer, sales and management since graduating from Texas A&M University in 1990 with a BS in Engineering Technology

Chris Harris, P.E.
VP of Engineering Chief Technology Officer

Mr. Harris has 15 + years of experience in Network Architecture, Construction & Operation. Mr. Harris is accountable for Network Layer 1-3 Architectures, RF Planning and Customer Service Level Integrity. Mr. Harris is responsible for the overall network design and engineering.

Mr. Harris is a licensed Professional Engineer and a graduate of University of Idaho in Electrical Engineering.

Boyd Gregory
Senior Network Engineer

Mr. Gregory will interface with the districts technical and information technology staff to integrate the Conterra network with the districts local area networking infrastructure. Additionally, his role of Network Architect will include IP and Ethernet design & Integration of WAN to LAN infrastructure.

Mr. Gregory is a senior level Network Engineer with 20+ years of experience in designing enterprise class networks. Post 9/11, Mr. Gregory leveraged his expertise within the banking and financial industries. Prior to Conterra Ultra Broadband, Mr. Gregory was a senior engineer employed by Xerox managing network assets spanning North America, Europe, India, and the Caribbean.

Mr. Gregory received his Bachelor of Science degree from Mississippi State University. He holds certifications as a Cisco Certified Network Professional (CCNP R&S) and a Metro Ethernet Forum Carrier Ethernet Certified Professional (MEF-CECP). Boyd is an active member of the Charlotte Cisco Users group.

David Warden
Vice President Network Deployment

Mr. Warden has the overall responsibility for delivering the network service. His roles and responsibility include:

- Deliver the required functionality
- Meet the quality specifications
- Deliver on schedule

Mr. Warden has 30+ years of technical experience in the Telecommunications and Information Technology field. Warden is responsible for the overall project implementation. He has developed and deployed thousands of miles of fiber infrastructure across the State of North Carolina, and thousands more across the southeastern United States. Additionally, David is recognized as a leader in developing collaborative partnerships and opportunities involving numerous service providers, energy companies, and enterprise entities.

Warden was the Senior Director for the build out of the nearly 2,000-mile MCNC/Golden Leaf Statewide fiber network. As Senior Director, his involvement included participating in and overseeing all aspects of the fiber project, which was completed on time and on budget. He was the primary interface with all CAIs including K-12, colleges and universities, healthcare, municipal entities, and service providers.

Prior to Conterra, David worked at MCNC, PalmettoNet, DukeNet Communications, FPL/Fiber, BTI, and MCI. At these companies, David gained experience with fiber-optic design for both long-haul and metro networks, as well as the design of SONET, DWDM, and Ethernet equipment.

John Marquis
Vice President of National Operations

Mr. Marquis is the responsible for the operations and maintenance of Conterra's nationwide broadband and backhaul networks. Mr. Marquis role will be to ensure the on-going health and maintenance of the network.

His career has included 29 years of operational experience for major carriers and competitive local exchange carriers (CLEC). Mr. Marquis has been responsible for all aspects of Conterra's telecommunications operations including, Inside and Outside Fiber engineering and installation, Municipal Approvals, Central Office installation and Maintenance as well as all Field Service activities.

Mr. Marquis' employment history includes MCI- Network Operations Manager, KMC-Operations/Maintenance Officer, TelCove- Quality Control Officer, and Level 3- Operations.

Kelley Boan
Senior Special Programs Manager

Mr. Boan will interact with the district daily as the Senior Special Programs Manager. Mr. Boan has over 30 years of experience with high technology and communications companies specializing in management of complex business relationships, project management, regulatory issues, joint venture formation, competitive analysis and business development.

Mr. Boan holds a Masters in Communications Management from The Annenberg School of the University of Southern California and post-graduate work at the Centre for Telecommunications Studies at the Stockholm School of Economics and Columbia University.

In addition, Mr. Boan is available to support any issues that may arise with the Schools and Libraries Division of USAC during the contract. Mr. Boan specializes in FCC/USAC procedures and requirements.

Juanita Cook
E-Rate Contracts Administrator

Ms. Cook is the first point of contact for all administrative issues and is responsible for the billings in the Accounting department for Conterra. In addition, she is available to assist customers with all the necessary E-Rate filings to retain services or obtain new services and to ensure speedy filings.

Ms. Cook holds a Bachelor's and Master's Degree in Accounting from University of Phoenix and has more than 10 years' experience in general accounting, accounts receivable and billing including USAC procedures.

Conterra Ultra Broadband, LLC Service Level Agreement

In the unlikely event of a service impairing issue, Conterra's Service Level Agreement (SLA) provides credits for such occurrences which are commensurate with the period of degraded performance or unavailability. Additionally, the Conterra SLA provides for guaranteed response times and mean time to repair (MTTR) for such issues

SERVICE LEVEL AGREEMENT CRITERIA

Description	Metric
Bandwidth	**Non-throttled contracted rate**
Network Health Monitoring	**24 X 7 X 365 Conterra Monitoring**
Customer "Web Portal" Monitoring Tool	**Conterra Supplied**
Response Time for Outages	**<10 minutes**
Availability Objective per Month	**>99.99%**
Latency Commitment	**<5 milliseconds round trip**
Jitter Commitment	**<2 milliseconds**
Bit-Error Rate Commitment	**<0.1% between designated end points**
Mean Time-to-Repair	**<4 hours**
Scheduled Maintenance Reporting Commitment	**>30 Days' Notice**

I. SLA Guarantees

Service	Availability	Mean Time to Repair	Latency	Packet Loss
Dedicated Ethernet Service	End-to-End 99.995%	Priority 1 Outages within 4 Hours	10 ms	<0.1%

II. Network Availability

"Network Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the circuit is unavailability due to a Priority 1 Outage ("Downtime"), divide by the total number of minutes in the calendar month. Downtime excludes (i) planned outages, (ii) routine maintenance, (iii) time when Conterra is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the circuit, (iv) service problems resulting from acts or omissions of Customer, (v) Customer equipment failures, and (vi) Force Majeure Events (collectively "Excluded Disruptions").

III. Latency (On-Net)

Latency is the average round trip network delay, measured every 5 minutes during a calendar month, to adequately determine consistent average monthly performance level for latency for each circuit. The roundtrip delay is expressed in milliseconds (ms). For Ethernet, Conterra measures latency using a standard 64-byte ping from the District Hub site and each district location on the wide area network in roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency} = \frac{\text{Sum of the round trip delay measurements for a circuit}}{\text{Total \# of measurements for a circuit}}$$

IV. Packet Loss (On Net)

Packet Loss is defined as the percentage of packets that are not successfully received compared to the total packets that are sent in a calendar month. The percentage calculation is based on the packets that are transmitted from a network origination point and received at the network destination point (District Hub to Campus entities).

Packet Loss is calculated as follows:

$$\text{Packet Loss (\%)} = 100\ (\%) - \text{Packets Received (\%)}$$

V. Mean Time to Repair ("MTTR")

The MTTR measurement for a Priority 1 Outage is the cumulative length of time it takes Conterra to restore Service for a circuit in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that circuit.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) Total number of Priority 1 Outage trouble tickets per circuit

VI. Service Credits

The credits described in this SLA will be constitute Customer's sole and exclusive remedies, and Conterra's sole and exclusive liabilities, with respect to Contreras failure to meet any service level commitments outlined herein.

If Conterra Ultra Broadband, LLC is unable to restore a portion of the service as required hereunder, or in the event of a Service Outage, Customer (and USAC if the customer is receiving E-Rate discounts), shall be entitled to a credit for the prorated monthly recurring charges for the affected Circuits for all unplanned outages.

Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on a subsequent bill to the Customer.

A Service Outage begins when Conterra Ultra Broadband, LLC is notified or becomes aware of the failure, whatever occurs first.

A Service Outage ends when the affected line and/or associated station equipment is fully operational, subtracting and delay time associated with Conterra's ability to access the Customer or End User Premise.

If the Customer reports services or a facility or Circuit to be inoperative but declines to release it for testing and repair, it is considered impaired, but shall not be deemed a Service Outage.

(a) Credit Allowances do not apply to Service Outages (i) caused by the negligence or acts of Customer and/or End User or its agents, (ii) due to failure of power; (iii) the failure or malfunction of non-Conterra Broadband Service equipment or systems: (iv) circumstances or causes beyond the control of Conterra Ultra Broadband, LLC or its agents: (v) during any period in which Conterra Ultra Broadband, LLC is not given access to the Service Premises: or (vi) a Planned Service Outage, unscheduled Emergency Maintenance, scheduled maintenance, alteration or implementation as described herein.

(b) Customer must request a credit allowance for a Service Outage within five (5) business days after the Service Outage occurs or any claim for an allowance may be waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance.

Upon written request of CUSTOMER, for each minute in the Service Window during a calendar month for which CONTERRA fails to satisfy its Service Commitment, CONTERRA shall credit to CUSTOMER's account as a refund the total number of deficient minutes divided by the total number of minutes during the Service Window in that month.

Service Credit Schedule

Length of Service Interruption	Amount of Credit (% of MRC)
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of MRC
At least 4 hours but less than 8 hours	10% of MRC
At least 8 hours but less than 12 hours	20% of MRC
At least 12 hours but less than 16 hours	30% of MRC
At least 16 hours but less than 24 hours	40% of MRC
At least 24 hours or greater	50% of MRC

Chronic Trouble

If a customer reports to Conterra Ultra Broadband, LLC (or vice versa) that a circuit has Chronic Trouble, defined as a service outage of more than 24 consecutive hours or more than 3 service outages of any period in excess of 30 minutes within any 30-day period, Conterra shall immediately perform a detailed investigation and report the findings to the Customer.

Web Portal- Customer Network Monitoring Application

Conterra provides a "Real Time" web portal that enables customers to monitor both real time and historical utilization and performance metrics of the Conterra WAN service with granularity to an individual location or aggregation metrics of all locations.

The application: an easy-to-use intuitive reporting interface which provides data for any time period in both graphical and tabular data formats. Conterra supplied Network Interface Devices collect two-way performance information continually and provide high precision bandwidth, latency, and jitter measurements. Based upon custom profiles and reporting, you can easily define screens and develop graphic analysis. Performance information is presented in a customizable web portal which provides easy-to-read visualization of circuits, performance graphs, and tabular data suitable for download and analysis in programs such as Excel.

The SLA and/or Application Report Manager provides Service Assurance-based Availability and Performance reporting of individual or groups of circuits based on domain selection. The availability and performance reports allow for date & time filtering (from 5 minutes to annual reports) upon selection of a specific report type. Reports are provided in tabular format which offer per data type / column sorting (ascending & descending) as well as capability to export uptime, downtime, and perform reports.

Example of Web Portal Reports:



Example: Performance Metrics Reports

The Web Portal can produce Internet Access Usage Reports and access is provided without additional cost to customer.

Proactive Monitoring/management of Demarc devices

Conterra's Network Operations Center provides network maintenance, which includes surveillance, troubleshooting, and resolution through its state-of-the-art 24 X 7 X 365 Conterra Network Operation Center ("CNOC") at our corporate headquarters in Charlotte, NC with back-up operations in Hessmer, LA.

The CNOC continuously monitors the network equipment, service health, and performance of the Conterra network, responds to network events and service degradations, dispatches local Conterra field technicians, and informs customers of service issues.

In addition, the Network Operations also provides technical support for customers through a staff of Technical Support Representatives on a 24 X 7 X 365 basis.

The Conterra Network Operations Center ("NOC") provides proactive support for all customers through a professionally staffed help desk; 24 X 7 x 365.

Conterra Customer Call Handling

The Conterra Network Operations Center ("*NOC*") provides proactive support for all customers through a professionally staffed help desk; 24 X 7 x 365.

We can be reached two ways:

- The toll-free Conterra NOC number is 800-634-1374.
- Through our web portal at WWW.CONTERRA.COM.
- By E-Mail: Support@conterra.com or NOC@conterra.com
- During your Conterra Training Course, you will receive a welcome packet of information that includes all of your specific Conterra points of contact, including the names, numbers, email address, etc. of the assigned account personnel.

SERVICE OUTAGE PROCESS

Priority Level	Criteria		Response Time	MTTR Goal	Ticket Updates
Level 1 "Critical"	a. Total Loss of Service b. Service disruption to the point of where the Customer is unable to use the service		15 minutes to respond to customer with a trouble ticket # and information	Less than 4 hours	Constantly as milestones are met
Level 2 "Major"	Service degraded but usable		15 minutes to respond to customer with a trouble ticket # and information	Less than 4 hours	Constantly as milestones are met
Level 3 "Minor"	A problem that does not impact Service		On an alert from the Customer		As milestones are met

Trouble Ticketing Procedures

- The Network Management System and NOC personnel analyze all customer affecting faults within seconds of alarms to isolate the location of the fault (e.g. which network segment has an issue).
- NOC personnel perform first level diagnostics on the network segments and elements to further isolate the issues to a component level when possible.
- If the problem is complex or involves a carrier outage, the customer is notified within 10 minutes by e-mail and/or pager and given a trouble ticket reference number and an explanation of what action is being taken.
- When first level diagnostics are not conclusive, the NOC manager dispatches field personnel for further fault isolation and coordinates additional diagnostics with our customers.
- After the fault is isolated, the NOC technician coordinates with field personnel and the customer to remediate issues including network element reboots and replacements.
- All replaced equipment is tested by Conterra for root cause analysis.
- After root cause is determined, the Conterra trouble ticket is closed and all related trouble tickets are closed.

Fiber Restoration Plan

1. Cable and conduit maintenance and repair are conducted on a 24/7/365 basis. Conterra's qualified personnel staff of administration support, IT and field repair services ensure the performance of network monitoring, maintenance, and service restoration. Our repair crews carry the proper test equipment (Optical Time-Domain Reflectometers) and tooling for the job. The OTDR locates and diagnoses many of the problems associated with physical cable-plant.

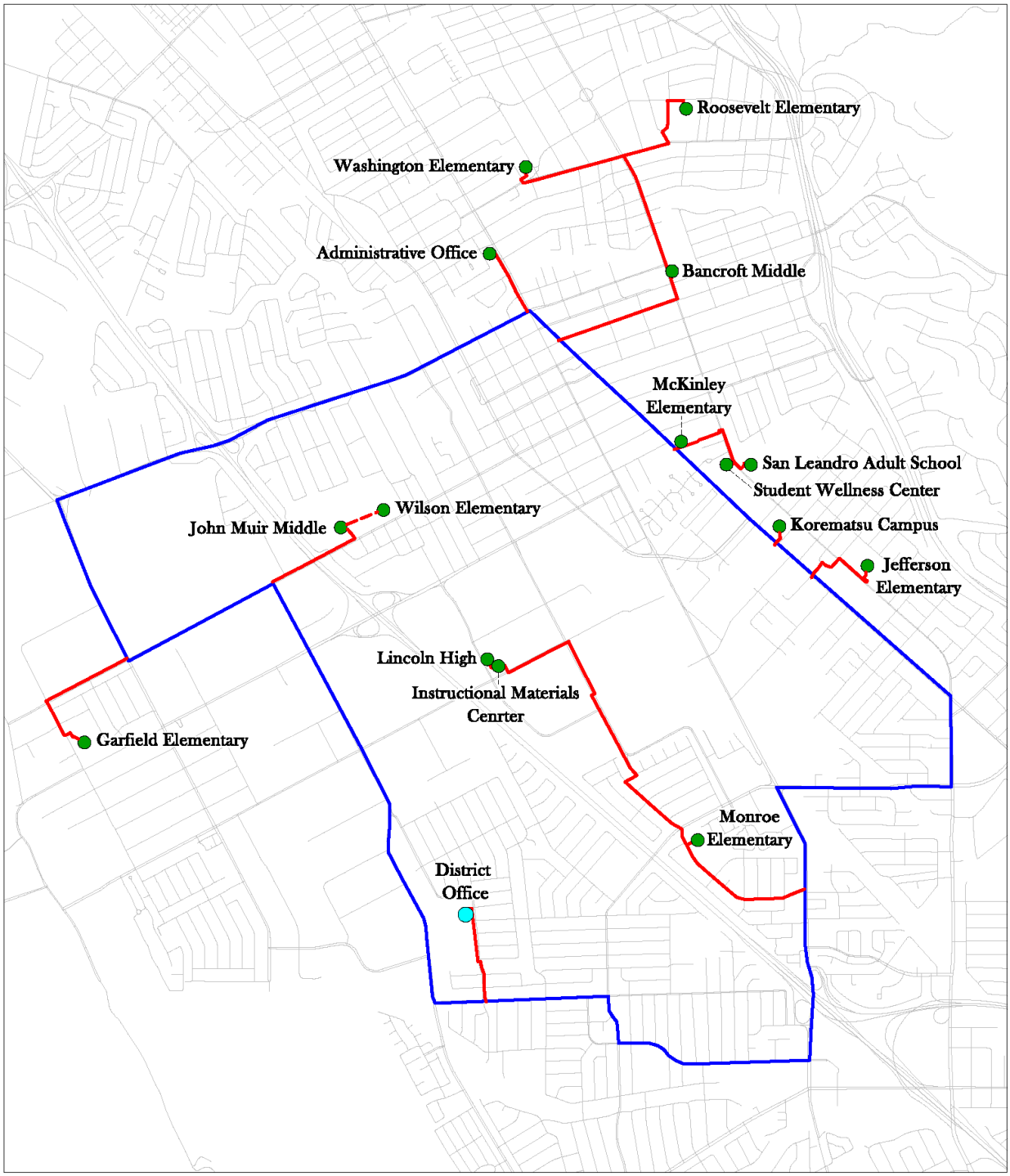
2. Fibers are prioritized. Conterra networks have spare fibers. When your system is down, the priority fibers are fixed first.

3. All of our Conterra Field Technicians carry spare connectors and a connectorization kit or a mechanical-splice kit.

4. Conterra maintains local trained locate and repair crews to terminate and test the fiber network. All local Field Technicians are certified by Conterra to maintain the service infrastructure. They are strategically located to guarantee an on-site MTTR of 4 hours or less.

Network Drawing

San Leandro Current Conterra Fiber Network



CONFIDENTIAL AND NOT FOR DISTRIBUTION

Pricing

Service Provider Name: Conterra Wireless Broadband	
SPIN: 143032050	
Date of Quote January 12, 2021	
Estimated Percentage of taxes and surcharges Current CTF: 7.749%	

CONTERRA NETWORKS
Fiber Driven. People Powered.

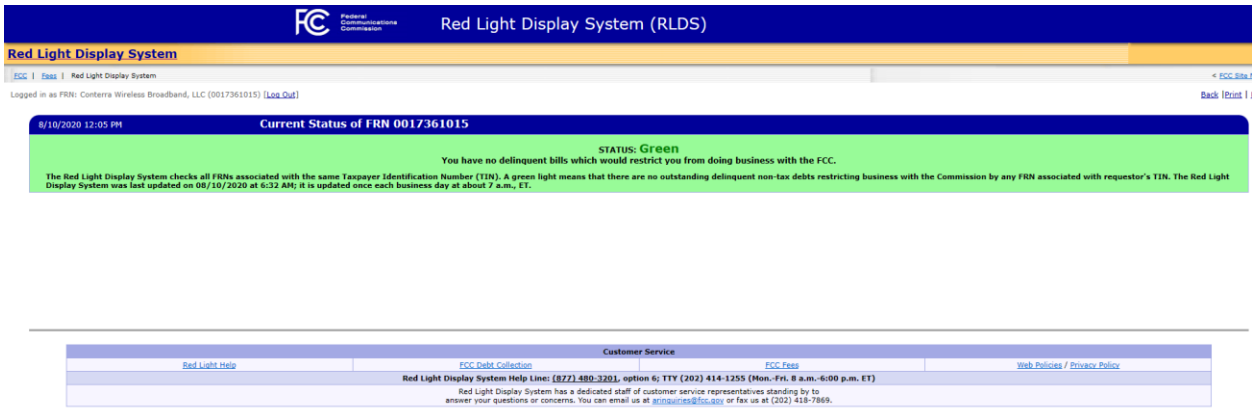
*Per the 2018 Eligible Services List special construction consists of one-time costs of physically deploying new or upgraded network facilities and the services required to comp

^Number of days to install: Indicate the number of calendar days required to install service from date of service order. Note that fa

Site Number	School Name	Street Address	City	ST	ZIP	Bandwidth	60 month term/per month	120 month term per month	Non-recurring Charge	Ineligible
1	District Office Hub Site/Madison ES	14751 Juniper Street	San Leandro	CA	94579	Agg site 150 gig	$ 1,394	$ 1,363	$0.00	$0.00
2	Instructional Materials Center, Maintenance & Operations, Lincoln/Lighhouse	1145 Aladdin Ave	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
3	Bancroft Middle School	1150 Bancroft Ave	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
4	Garfield Elementary	13050 Aurora Dr	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
5	Jefferson Elementary	14300 Bancroft Ave	San Leandro	CA	94578	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
6	John Muir Middle School & Adult School	1444 Williams St.	San Leandro	CA	94579	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
7	McKinley Elementary	2150 E. 14th St.	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
8	Roosevelt Elementary	951 Dowling Blvd	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
9	San Leandro High School Main Campus	2255 Bancroft Ave	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
10	San Leandro High School Korematsu Campus	13701 Bancroft Ave,	San Leandro	CA	94578	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
11	Wilson Elementary	1300 Williams St	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
12	SLUSD Administrative Office	835 E. 14th St	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
13	Student Wellness Center & Community Wellness Center	2251 Bancroft Ave	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
14	Student Services and Special Education	2255 Bancroft Ave	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
15	Monroe Elementary School	3750 Monterey Blvd	San Leandro	CA	94578	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00
16	Washington Elementary	250 Dutton Ave,	San Leandro	CA	94577	2 strands, 10 gig	$ 1,394	$ 1,363	$0.00	$0.00

Monthly Total	$ 22,306	$ 21,810	$0.00	$0.00
Annual Total	$ 267,667	$ 261,719	$0.00	$0.00
Term Total	$ 1,338,336	$ 2,617,190	$0.00	$0.00

Appendices



Form 498 SPIN / SPAC

Show 10 entries Search:

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143032050	Conterra Wireless Broadband, LLC		Juanita F Cook	2101 Rexford Rd Suite 200 E Charlotte NC 28211	704936-1722	Y	2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020

Showing 1 to 1 of 1 entries Previous 1 Next

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CONTERRA ULTRA BROADBAND, LLC.

2 Business name/disregarded entity name, if different from above
CONTERRA NETWORKS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2101 REXFORD ROAD SUITE 200E

Requester's name and address (optional)

6 City, state, and ZIP code
CHARLOTTE, NC 28211

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
58 - 2615152

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Juanita Reed Date ▶ 1/14/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

References

Dos Palos Oro Loma USD 2041 Almond Street Dos Palos, CA 93620	Paoze Lee Director of Technology plee@dpol.net (209) 392-0225	Direct 1 Gbps Point-to-Point Fiber Optical Ethernet 7 Locations Total Contract Value: $444,780	Aug, 2013
Castro Valley Unified School Dist. 4400 Alma Avenue Castro Valley, CA 94546	Greg Ko Director of Technology gko@cv.k12.ca.us 510-537-3000 ext. 1249	Direct 1 Gbps Point-to-Point Fiber Optic Ethernet 9 Locations Total Contract Value: $992,359	Jul, 2014
Palo Verde USD 187 N. 7th Street Blythe, CA 92225	Steve Currier Technology Manager steve.currier@pvusd.us 760-922-4164	Direct 1Gbps Point-to-Point Fiber Optic Ethernet 7 Locations Total Contract Value: $444,780	Sept, 2014
West Contra Costa USD 1300 Potrero Avenue Richmond, CA 94804	Tracy Logan Chief Technology Officer tracy.logan@wccusd.net 510-231-1195	Direct 1 Gbps Point-to-Point Fiber Optic Ethernet 60 Locations Total Contract Value:$8,276,400	Sept, 2016
Willows USD 823 West Laurel Street Willows, CA 95988	Debby Beymer Director Business Services dbeymer@willowsunified.org 530-934-6600 ext. 5	Direct 1 Gbps Point-to-Point Fiber Optic Ethernet 4 Locations Total Contract Value:$321,360	Apr, 2015
San Leandro USD 14735 Juniper St San Leandro, CA 94579	Larry Simon CTO lsimon@slusd.us (510) 667-6207	Direct 10 Gbps Point-to-Point Fiber Optic Ethernet 16 Locations Total Contract Value:$1,487,040	Aug, 2016

LIT/DARK FIBER
FOR SAN LEANDRO UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS (RFP)
FOR E-RATE FY 2021 (2021-22)

ADDENDUM No. 1

NOTICE TO ALL BIDDERS
This Addendum is attached to and made a part of the above entitled specifications for the San Leandro Unified School District.

I. REFERENCE: RESPONSE TO QUESTIONS/CLARIFICATIONS

Q1. The district's current fiber running over the existing City maintained Fiber Loop is owned by the school district? Is the existing fiber loop asset a relationship through the School District or through the City of San Leandro?

A1. This project utilizes the existing City of San Leandro Fiber Loop leased to the School District from the City of San Leandro. The District requests connection from the existing City of San Leandro Fiber Loop to each site listed in Attachment A.

Acknowledge by:
Keith W. Stines/Sr. Vice President
01/12/2021

