

BASSETT UNIF. SCHOOL DIST.

APPLICATION # 167641

ATTACHMENT 001



NETWORK SERVICE AGREEMENT

BD APP: 3/25/99 #GF990167

FORM 900, TOSH-10-98

DISTRICT

THIS AGREEMENT IS MADE BETWEEN

<b>A</b> Customer (subsequently referred to as "Customer")			<b>B</b> GTE Entity (subsequently referred to as "GTE")		
CUSTOMER NAME Bassett Unified School District			GTE ENTITY NAME GTE Network Services		
SERVICE LOCATION STREET ADDRESS Various - See attached Appendix			STREET ADDRESS 12501 E. Imperial Hwy., 3rd Floor		
CITY La Puente,	STATE CA	ZIP CODE 91786	CITY Norwalk,	STATE CA	ZIP CODE 90650
BILLING STREET ADDRESS 8041 N. Willow Avenue			CUSTOMER HELPLINE TELEPHONE NUMBER 800 288-7861		
CITY La Puente,	STATE CA	ZIP CODE 91746	REPAIR SERVICE TELEPHONE NUMBER 800 222-4831		
CONTACT NAME Bill Crowe		CONTACT TELEPHONE NUMBER (626) 931-3028	GTE REPRESENTATIVE NAME Melissa Haner		DATE

1. **SERVICE:** In conjunction with subscription to \_\_\_\_\_ network services pursuant to applicable tariff, Customer orders the network services set out in this Agreement and applicable Attachment(s) (the "Service"). This service order becomes a binding contract for the Service when this Agreement has been accepted by GTE.

2. **INSTALLATION DATE:** various The installation date is a date that is mutually agreed upon between Customer and GTE. The in-service date for the Service shall commence on the day a GTE employee notifies Customer that the Service requested has been made operational (the "In-Service Date"). This notification may be communicated in person, by telephone or in writing.

3. **AGREEMENT TERM AND TERMINATION:** Customer agrees to purchase the Service for an initial term of Twelve (12) months from the In-Service Date. Unless either of the parties notifies the other party in writing of its election not to renew this Agreement at least 60 days prior to the end of the initial term, this Agreement shall remain in effect following the expiration of the initial term until thereafter terminated by either party upon 60 days written notice to the other party, or as otherwise provided for in this Agreement. This Agreement may also be terminated under the provisions entitled Default, Delayed Performance or Insolvency.

4. **CHARGES AND PAYMENTS:**

(a) The Installation Charge and Monthly Recurring Charge are listed on page 2 of this Agreement or its Attachment(s). The Installation Charge will be billed when the Service is established. The Monthly Recurring Charge will commence on the In-Service Date and will be billed in advance each month. Rates and charges may be adjusted periodically to reflect changes in GTE's filed rates and charges. After the initial term of this Agreement, GTE may adjust the rates and charges upon 60 days written notice to Customer.

(b) Payment is due by the due date indicated on the bill. Amounts remaining unpaid after the date payment is due may be assessed a late payment charge as specified and GTE's state tariff.

5. **TERMINATION CHARGE:** If prior to the In-Service Date, or during the initial term of this Agreement, Customer cancels all or any part of the Service, monetary charges shall apply as stated in the applicable tariff(s). An explanation of these charges will be provided upon request.

6. **COMMISSION REGULATION:** To the extent the Service is subject to the jurisdiction of a state utility regulatory commission and/or the Federal Communications Commission, the Agreement and the Service shall at all times be subject to changes, modifications, orders and rulings by these agencies. This includes changes in the Subscriber Line Charge and other charges that are regulated by these agencies. If provision of any Service pursuant to this Agreement is subject to advance approval of a state regulatory commission, this Agreement shall not become effective with respect to such Service until 15 days after receipt by GTE of written notice of such approval. If the state regulatory commission accepts this Agreement in part and rejects it in part, either party may cancel this Agreement without penalty or liability.

7. **MAINTENANCE:** GTE will maintain the Service at no additional charge to Customer. Customer agrees to pay GTE its then prevailing rates for time and materials for maintenance service provided by GTE to identify or correct any failure caused by facilities or equipment not furnished by GTE or to repair damage or interruptions caused by Customer or Customer's equipment.

8. **FACILITIES AND EQUIPMENT:** Customer will obtain customer premises equipment, as necessary, which is compatible with the Service from another vendor or from GTE pursuant to a separate agreement. Except as provided in that separate agreement, if any, GTE is not responsible for interconnection or compatibility of any customer premises equipment with the Service. GTE will terminate the Service on Customer's premises at Customer's point of demarcation. Extension of the termination beyond this demarcation point may be provided by GTE at the request of Customer for an additional charge at GTE's prevailing time and materials rates. GTE shall retain ownership of all facilities necessary to provide the Service to Customer's point of demarcation, including specially constructed facilities.

9. **WARRANTY:** GTE will endeavor to perform the Service on a 24-hour, 7-day-per-week basis. GTE does not warrant that the Service will be provided without interruption in the case of a service interruption caused by GTE. GTE shall refund to Customer in full the price of a pre-paid GTE's service charge for the period during which the service was interrupted. Such credit will not be given for service interruption caused by Customer or by activities at facilities furnished by Customer or third parties. GTE MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICE SET OUT IN THIS AGREEMENT, GTE'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE TOTAL CHARGES APPLICABLE TO THE SERVICES FOR THE INITIAL TERM OF THIS AGREEMENT. IN THE CASE OF SERVICE INTERRUPTION, GTE'S LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES SHALL GTE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY CUSTOMER TO GTE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS OR GOODWILL. GTE SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT OR SERVICES PROVIDED UNDER THE AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES. GTE MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SYSTEM, EQUIPMENT AND SERVICES DESCRIBED IN THIS AGREEMENT, AND WHILE GTE SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

11. **RESPONSIBILITY FOR TELECOMMUNICATIONS CHARGES:** The Service is intended to be connected to the public switched telephone network. Customer is solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling. Customer is solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the Service.

12. **HAZARDOUS SUBSTANCES:** Except as disclosed to and acknowledged in writing by GTE, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where GTE is to perform services under this Agreement. If during such performance GTE employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. GTE may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and GTE. Performance obligations under this Agreement shall be extended for the delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle GTE to terminate this Agreement without further liability. If GTE so terminates, Customer shall reimburse GTE for expenses incurred in performing this Agreement until termination.

13. **COMPLIANCE WITH LAW:** The specifications and requirements of the Service, its price and installation are based on compliance with applicable laws, regulations and ordinances in effect on the date the price is quoted to Customer.

14. **DELAYED PERFORMANCE:** If performance under this Agreement is interfered with by acts of God, war, riot, embargo, acts of the Government in its sovereign capacity, labor difficulties, unavailability of equipment or parts from vendors, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault of the party affected, such party, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from its performance), provided that the party so affected shall use reasonable efforts to remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.

15. **DEFAULT:** If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

16. **INSOLVENCY:** Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

#### 17. **RESOLUTION OF DISPUTES:**

(a) The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary

injunction, the parties desire that all disputes and claims shall be resolved as the result of arbitration by a single arbitrator, and all claims shall be resolved by arbitration.

(b) If the parties are unable to agree on a single arbitrator, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith, and these negotiations be conducted by nonlawyer business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

(c) If the negotiations do not resolve the dispute within 60 days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of 35 (none of which may have subparts) of the following interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within 60 days of the demand for arbitration. The arbitration shall be held in the city where this Agreement was accepted by GTE. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall have no power or authority to make awards or issue orders of any kind except as permitted by this Agreement and substantive law, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of this Agreement and the relevant documents. The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The times specified in the section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(d) Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

#### 18. **MISCELLANEOUS:**

(a) No action or demand for arbitration arising out of this Agreement may be brought by a party more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

(b) GTE may assign this Agreement without restriction, but Customer may not assign this Agreement without GTE's written consent. Extended warranties are not assignable or transferrable.

(c) Either party's failure to enforce any of the provisions of this Agreement, or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of this Agreement.

(d) Notices required by this Agreement shall be in writing and shall be sent by a method which obtains a written receipt. Notices shall be sent to the address listed on the front of this Agreement until such address is changed by written notice.

(e) This Agreement is to be governed and construed according to the substantive law of the state in which this Agreement is accepted by GTE. Customer consents to personal jurisdiction in that state, and the parties agree that exclusive jurisdiction shall be in such state.

(f) Any provision of this Agreement prohibited by applicable law shall be ineffective without invalidating the remaining provisions of this Agreement, unless the general intent of this Agreement would be negated.

(g) The section headings in this Agreement are for convenience only and shall not be considered in its interpretation.

(h) No subsequent agreement shall change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

(i) This Agreement, including Attachment(s), constitutes the entire agreement of the parties pertaining to the subject matter herein and supercedes all prior agreements, proposals, negotiations and representations whether written or oral, concerning such subject matter. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this

2 PURCHASE AND PRICING CHOICES					
Quantity	Item Description	Unit Pricing		Total	
		Installation	Monthly	Installation	Monthly
106	Centranet		15.00		1,527.10*
14	DS-1 for Capacity T1		376.00		5,190.00*
5	ISDN - PRI		469.00		2,345.00*
7	ISDN - BRI		29.30		205.10*
	With Option to Purchase				
5	ISDN-PRI		469.00		2,345.00*
<p>* Pricing includes CPUC Teleconnect discount: prediscount pricing for E-Rate Program            calculations is: DS-1 circuits @ \$6,609.96; ISDN PRI circuits \$4,174.50; ISDN BRI circuits            @ \$352.03; optional ISDN PRI circuits @ \$4,064.40; CentraNet @ \$2,482.88</p>					
<p>** Above pricing does not include Calc., surcharges or taxes.</p>					

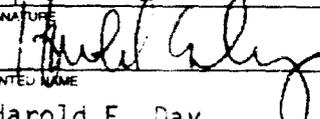
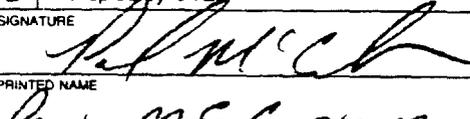
See Attachment(s) for detail if purchase choice and pricing are not listed above.

3 ATTACHMENTS

Attachment: A : Site Locations Attachment: \_\_\_\_\_ : \_\_\_\_\_  
 Attachment: B : GTE Proposal dated 2/18/99 is adopted by reference. Attachment: \_\_\_\_\_ : \_\_\_\_\_

4 AGREEMENT

GTE provides and Customer purchases the Service and installation, shown on page 2 and described more fully on the front and reverse sides of page 1 and referenced Attachment(s). This Agreement includes important provisions concerning limitations of liability, warranties, and responsibilities for long distance, toll and other telecommunications charges incurred through use of this Service. This Agreement is effective on the date accepted by GTE.

A Agreed to by Customer:		B Accepted by GTE:	
SIGNATURE 		SIGNATURE 	
PRINTED NAME Harold E. Day		PRINTED NAME Paul McCusker	
TITLE Assistant Superintendent, Admin. Svcs.		TITLE Regional Sales Mgr #1-99	
DATE March 26, 1999		DATE	

Terms and conditions on the front and reverse sides of page 1 are part of this Agreement. Please read these terms and conditions carefully before signing this Agreement.)



6.10

LOCATION	LOCATION NUMBER	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	12 MONTH TOTAL
BASSETT HIGH	01-55400-40087000-4939	733.54	581.94	585.26	875.90	219.26	505.18							3,261.08
DISTRICT OFFICE		0039	18,420.50	18,658.70	20,661.00	5,422.36	15,216.85	13,725.08						92,108.29
DON JULIAN		4139	57.80	56.70	55.58	8.22	55.38	55.34						288.82
EDGEWOOD		4739	27.71	28.27	27.94	-0.37	49.72	27.67						180.84
ERWIN		4239	103.78	114.94	101.56	-170.48	111.74	109.21						370.77
NUEVA VISTA		5039	162.31	163.38	169.64	152.21	170.09	169.37						987.00
SUNKIST		4539	136.43	136.14	135.59	123.31	135.39	126.27						793.13
TORCH		4839	83.17	83.37	83.54	12.33	83.07	83.01						428.49
VAN WIG		4639	116.13	116.66	116.66	45.59	124.55	111.80						631.19
BASSETT HIGH	30-55400-50096000-0049	5.55	5.87	8.22	4.44	4.61	5.46							32.15
DON JULIAN		0041	66.81	67.08	67.62	16.10	65.49	66.30						349.38
EDGEWOOD		0047	48.83	49.03	49.38	117.72	80.38	81.22						366.36
ERWIN		0042	25.93	26.07	26.42	56.51	39.80	40.60						215.33
SUNKIST		0045	30.38	31.29	31.84	108.87	45.02	42.70						289.90
TORCH		0048	5.55	5.87	6.22	4.44	4.61	5.46						32.15
VAN WIG		0046	27.41	27.80	28.42	20.26	28.75	22.72						153.38
ADULT EDUCATION	29-55400-40687100-0081	499.55	504.74	500.85	357.96	371.32	480.07							2,694.52
CHAPTER I - ERWIN	03-55400-25080100-0042	26.36	26.46	26.46	2.78	26.36	26.34							134.78
CHAPTER I - SUNKIST	03-55400-25080100-0045	0.00	0.00	0.00	0.00	0.00								0.00
COMMUNITY RELATIONS	01-55400-50094000-0090	0.00	0.00	0.00	0.00	0.00								0.00
HEAD START 85%	11-55400-25059100-0070	41.84	41.78	41.78	50.74	55.43	55.37							286.90
15%	11-55400-25059200-0070	7.39	7.37	7.37	8.96	9.80	9.78							50.67
INDEPENDENT STUDY/BHS	01-55400-11034000-0052	0.00	0.00	0.00	0.00	0.00								0.00
O. H.	03-55400-13041100-0019	80.19	80.61	81.36	74.99	100.94	79.57							497.66
PROJECT RAINBOW	11-55400-80084200-0070	27.92	31.00	31.83	9.96	32.83	37.69							171.23
SBC TORCH	03-55400-25075700-0048	109.93	110.01	110.01	11.77	109.65	109.86							561.23
SIP BHS	03-55400-25075700-0049	0.00	0.00	0.00	0.00	0.00								0.00
SPECIAL EDUCATION	03-55400-13042100-0019	112.33	114.04	113.79	18.73	112.85	112.89							564.63

*Handwritten note:* CAFE

*Handwritten mark:* 6

BASSETT UNIF. SCHOOL DIST.

APPLICATION # 167641

ATTACHMENT 002

Bill

# Bassett Unified School District

904 N. Willow Ave.  
La Puente, CA 91746-1696

(626) 918-3131  
FAX (626) 918-9579



March 26, 1999

Mr. James Magill  
Office of Education  
9300 Imperial Highway  
Downey, CA 90242-2890

Subject: Bassett USD Contract No. GF99C168

Dear Mr. Magill:

At its regularly scheduled meeting of March 25, 1999, the Bassett Unified School District Board of Education approved an agreement between the District and the Los Angeles County Office of Education. The contract (No. GF99C168) is for Internet Access services with a term beginning July 1, 1999 through June 30, 2002.

The Board approved the contract subject to e-Rate funding. The District is in the process of submitting its 1999-2000 e-Rate funding request for Internet Access services. Discounts are being requested for telecommunications circuits and access services.

Please have your Contract Section prepare and sign originals of the contract document that you previously provided the District. Upon receipt of the originals, the District will sign and return one copy and retain the other for our records.

The District looks forward to continuing our cooperative working relationship with the Office of Education.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Harold Day".

Harold Day  
Assistant Superintendent, Administrative Services

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT  
FOR  
NETWORK SERVICES AND SUPPORT  
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational institution, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and BASSETT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide network services and support to the District in accordance with the terms and conditions of this Contract.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 1999 and shall remain in effect through June 30, 2002. The Contract may be amended by mutual written consent of the parties and may be terminated by LACOE upon thirty (30) days advance written notification.

3. ALLOCATED NETWORK CHARGES

3.1 Access to and services as specified herein is via the LACOE Network, a telecommunications network established and maintained by LACOE. This signed Contract indicates District agrees to pay allocated charges for the provided network services. These charges are based on the expenses incurred by LACOE in supporting the network through the telephone companies, the California State University Network and vendors providing equipment, lines and services. The amounts listed on Exhibit A, Cost of Requested Network Services and Support, attached hereto and made a part hereof, are estimated charges to the District for the 1999-2000 school year and are based on the type, level and number of services provided to the District. Exhibit A may be revised throughout the 1999-2000, 2000-2001 and 2001-2000 school years to reflect additional charges and services requested by the District. See Exhibit B, Description of Network Services, for services available from LACOE.

3.2 All routers and DSU/CSUs, that directly interface with the LACOE Network from a school site or District office will be acquired, programmed and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.

3.3 The District agrees to meet the requirements of the LACOE Acceptable Use Policy for Internet access. A copy of the policy will be provided to the District, prior to the District connecting to Internet through LACOE.

#### 4. COST AND PAYMENTS

The amount payable for drop/circuit and terminal charges, analog or digital lines, equipment maintenance fees, and consulting fees, during fiscal year 1999-2000, shall be transferred quarterly from the District by journal voucher to LACOE. Fees for newly added equipment or circuit installations/upgrades, will be transferred from the District by journal voucher to LACOE, at the end of the quarter in which installation is completed.

#### 5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

7. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

8. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

9. SEVERABILITY/WAIVER

9.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

9.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

11. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

12. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

13. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

**LACOE:**

Contractual Relations Officer  
Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway, Room 112, ECE  
Downey, CA 90242-2890

Bassett Unified School District  
904 N. Willow Avenue  
La Puente, CA 91746

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

15. TOBACCO-FREE WORKPLACE

The District hereby agrees to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."

16. ALCOHOL AND DRUG-FREE WORKPLACE

The District hereby certifies under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

BASSETT UNIFIED  
SCHOOL DISTRICT

By Carol A. Walker  
Carol A. Walker  
Procurement Services Assistant

By Harold E. Day  
Harold E. Day  
Typed or Printed Name

Title Assistant Superintendent

Date 3-30-99  
caw/3-29

Date April 2, 1999

Date Approved by Board, if required  
March 25, 1999

Contact Person: GF99C168  
Name Bill Crowe  
Title Network Opearations Mgr.  
Phone (626) 931-3028

Please sign four copies, keep one copy for your files and return three copies to the Los Angeles County Office of Education, Contracts Section, ECE, Room 112, 9300 Imperial Highway, Downey, California 90242-2890.

EXHIBIT A  
COST OF REQUESTED NETWORK SERVICES  
AND SUPPORT  
BASSETT UNIFIED SCHOOL DISTRICT

2-Frame Relay T-1 Internet Access and data line charges \$27,960.00/yr.

TOTAL NETWORK RECURRING CHARGES  
(FY 1999-2000 ESTIMATE): \$27,960.00

TOTAL ONE-TIME CHARGES: \$0.00

EXHIBIT B  
DESCRIPTION OF SERVICES AVAILABLE  
EDUCATIONAL TELECOMMUNICATIONS & TECHNOLOGY

The services provided in Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

DESCRIPTION OF SERVICE SUPPORT--RECURRING CHARGES

1. Line Cost (Based on Pacific Bell/GTE rates).
2. Frame Relay Circuit(s) actual circuit cost based on line speed and number of lines.
3. Internet Access Fee - Will vary with total bandwidth of District's connection.

DESCRIPTION OF SERVICE SUPPORT--ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth. The equipment and services normally provided include the telephone line or lines, a Cisco router and DSU/CSU(s), Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

DESCRIPTION OF SERVICE SUPPORT--CONSULTING SERVICES

5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$75.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$75.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

BASSETT UNIF. SCHOOL DIST.

APPLICATION # 167641

ATTACHMENT 003

*Bill*

# Bassett Unified School District

904 N. Willow Ave.  
La Puente, CA 91746-1696

(626) 918-3131  
FAX (626) 918-9579

March 26, 1999

Mr. James Pickrell  
Brand X Internet  
927 6<sup>th</sup> Street  
Santa Monica, CA 90403

Subject: Bassett USD Contract No. GF99C169

Dear Mr. Pickrell:

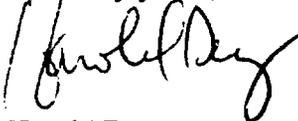
At its regularly scheduled meeting of March 25, 1999, the Bassett Unified School District Board of Education approved an agreement between the District and Brand X Internet. The contract (No. GF99C169) is for Internet Access services with a term beginning July 1, 1999 through June 30, 2000.

The Board approved the contract subject to e-Rate funding. The District is in the process of submitting its 1999-2000 e-Rate funding request for Internet Access services. Discounts are being requested for telecommunications circuits, equipment and access services.

Enclosed are two copies of the contract for your execution. Please return one original and retain the other for your files. As a formal funding decision is not anticipated before July 1, 1999, we will notify Brand X Internet with a formal Notice to Proceed prior to commencement of installation and service start-up.

The District looks forward to establishing a cooperative working relationship with Brand X Internet.

Sincerely yours,



Harold Day  
Assistant Superintendent, Administrative Services

## INFORMATION TECHNOLOGY PRODUCTS & SERVICES AGREEMENT

This Information Technology Products and Services Agreement (the "Agreement") is entered into this 25<sup>th</sup> day of March, 1999, by and between Bassett Unified School District, La Puente, California (the "District") and Brand X Internet, Santa Monica, California (the "Provider"). This Agreement is a contract under which the Provider shall provide the District with certain information technology products and services on terms and conditions set forth below.

### RECITALS

- A) The District seeks to obtain information technology products and services from the Provider. Said services and products include provision of Internet access services, including associated telecommunications products and services.
- B) As a result of a competitive selection process, the District now seeks to secure high quality, dedicated, basic Internet connectivity services through the Provider to connect schools to the Internet and World Wide Web.
- C) The Provider possesses the capability to assist the District, and is in the business of furnishing information products and services to industry and education.
- D) The Provider is capable of providing the required products and services in the requested timeframe, and possesses the trained personnel to deliver, install, test and complete the required information and telecommunications products and services;
- E) The Provider is prepared to deliver the products and services requested in the District's Internet Access Services RFP and as detailed in their proposal response of February 4, 1999 and Statement of Work;
- F) The District and Provider are entering into this Agreement with the understanding that the cost for provider's services and financial commitments under this Agreement are as detailed in Provider's proposal response.
- G) The Provider understands that services being offered will be partially funded through the e-Rate program, and as such, the Provider agrees to participate in e-Rate program and cooperate with District in meeting its obligations under the program.
- H) As E-Rate funding is not assured, the Provider acknowledges that the requested services may be contingent upon 100% e-Rate funding.

In consideration of the foregoing and of the mutually agreed to terms and conditions contained herein, the sufficiency, and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, and agree as follows:

### SECTION 1. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement:

#### 1.1 Agreement

The term "Agreement" means this Agreement and any Addendum, supplement or other written amendment hereto signed by the parties to this Agreement.

#### 1.2 Board Policies

The term "Board Policies" shall mean those policies of the Board that are contained in the District's Administrative Manual, and such other policies of the Board as may be introduced from time to time and disclosed to Provider.

### **1.3 Confidential Information**

The term "Confidential Information" means all business, financial, statistical, personnel and technical data in tangible and/or intangible form which is clearly and conspicuously marked "CONFIDENTIAL" or as defined as confidential by law, or provided or disclosed, by one party to the other, with notice of its confidential nature.

### **1.4 Contract Administrator**

The term "Contract Administrator" means that person, or his or her replacement, designated by the District to interface with the Provider.

### **1.5 Contract Change**

The term "Contract Change" shall mean an addition, deletion, or change to the products or services as set forth in the Statement of Work.

### **1.6 e-Rate Program**

The term "e-Rate" shall mean the Universal Services Program (a federally authorized program operated under the auspices of the FCC through the Schools and Libraries Division) that implements a universal service program making modern telecommunications and technology services affordable for every K-12 school and public library in the nation.

### **1.7 Effective Date**

The term "Effective Date" shall mean upon Board contract approval on March 25, 1999 and issuance of purchase order. Expenses incurred by Provider prior to receipt of a formal Notice to Proceed from the District will be the Provider's sole responsibility.

### **1.8 Material Default and Termination for Convenience**

The term "Material Default" shall mean the occurrence of any of the following:

- (a) Provider's material failure to provide the products and services in accordance with the industry standards, and where Provider fails to use its best efforts to correct such failure or if, notwithstanding Provider's best efforts, such failure has not been corrected within 10 days after Provider has received notice of such failure from the District;
- (b) The existence of any material representation or warranty made in this Agreement by Provider that was materially false when made, provide, however, that if such material misrepresentation is curable and such cure will fully and completely effect a resolution reasonable acceptable to the District, there shall not be a Material Default if the misrepresentation is cured *within* 10 days after Provider has been notified by the District of the falsity of the representation;
- (c) Insolvency of Provider.

The District reserves the right to terminate this agreement in whole or part at any time during the agreement.

## **1.9 Problem**

The term "Problem" shall mean any problem or circumstance that results from any of the following:

- (a) An alleged failure by either party to perform its obligations under this Agreement;
- (b) An alleged inadequacy or delay of either party's performance under this Agreement;
- (c) A request for product, services, or resources where the parties disagree whether such products, services, or resources are within the scope of this Agreement.

## **1.10 Problem Report**

The term "Problem Report" shall mean a written report executed by both parties describing a solution to a Problem

## **1.11 Products and Services**

The term "Products and Services" means collectively the products and services described in this Agreement and the Statement of Work that are to be provided by Provider to District for a structured cabling system.

## **1.12 Supplemental Services**

The term "Supplemental Services" means those additional and separately billable products and services, which are beyond the Statement of Work defined by this Agreement and which are eligible e-Rate activities.

# **SECTION 2. PRODUCTS AND SERVICES**

## **2.1 Scope of Services**

Provider agrees to furnish the District with the products and services as specifically described in their proposal. These services shall include two (2) T1 high capacity digital circuits including local loop, mileage and Internet access services. Provider shall procure, deliver and install at both network ends the equipment necessary for the Provider to deliver the agreed upon services (devices are the property of the District and shall be returned to the District at end of contract). All maintenance and support are included within the scope of services. Provider and District may expand products and services provided by Provider by executing scope of work amendments signed by both parties.

## **2.2 Supplemental Services**

Provider and District may expand products and services delivered by Provider by executing scope of work amendments signed by both parties. Provider shall provide Supplemental Services, in addition to that listed in the Statement of Work, at current price schedule or more favorable negotiated rates between the parties. Any such Supplemental Services shall be in accordance with all terms and conditions of this Agreement.

# **SECTION 3. CONTRACT MANAGEMENT**

## **3.1 Contract Administrator**

The District shall designate a contract administrator who shall be responsible for communicating with Provider's project and executive management with regard to the proper

execution of this Agreement and the obligations and duties hereunder. The Contract Administrator shall have complete authority to make decisions on behalf of the District with regard to all matters relating to this Agreement.

### **3.2 Provider Reporting Relationship**

Provider shall provide written status reports to the Contract Administrator on a reporting basis acceptable to the District. Such status reports shall provide the information reasonably necessary to evaluate provider's performance. Provider shall report to the Provider regarding an event or circumstance which has occurred which shall materially impair Provider's performance under this Agreement and Provider's proposed response to such event or circumstance.

## **SECTION 4. TERM**

The term of this Agreement commences upon the effective date of purchase orders entered into by the District for products and services. Estimated service start up is anticipated to be July 1, 1999 or upon such date as the Schools and Libraries Division issues an e-Rate funding commitment letter. The minimum contract term will extend through June 30, 2000. The District reserves the right to renew the contract annually with the Provider pursuant to e-Rate regulations or up to five (5) years under the provisions of Education Code, Section 39644.

## **SECTION 5. FEES FOR PRODUCTS AND SERVICES**

Fees for products and services are outlined in the Provider's proposal, dated February 4, 1999.

## **SECTION 6. INSURANCE, BONDING AND TAXES**

### **6.1 Insurance**

Provider shall procure and maintain public liability insurance. Provider shall furnish to the District all certificates certifying that the insurance required is in force and effect, and that such insurance will not be canceled or materially altered without giving to the District at least thirty (30) days' advance written notice prior to any cancellation or reduction in coverage. Additionally, Provider shall provide evidence of Workers' Compensation Insurance (in statutory amounts) and Comprehensive Automobile Liability Insurance (in statutory amounts), protecting against automobile claims, whether on or off the District's premises.

### **6.2 Performance Credits**

Provider shall make available to District a "100% uptime" guarantee in accordance with their proposal.

## **SECTION 7. PERFORMANCE UNDER THIS AGREEMENT**

### **7.1 In General**

The parties acknowledge and agree that performance under this Agreement will require the availability of their respective representatives for the continued definition and setting of priorities, the balancing of competing tasks and schedules, and the adjustment of priorities over

different tasks and different schedules so as to address, the needs of the District within the scope of this Agreement.

**7.2. Cooperation**

District and the Provider agree that they will each use good faith and reasonable efforts to define, plan and coordinate the different priorities and schedules agreed to by the parties within the scope of this Agreement.

**7.3 Problems in Performance**

In the event of any failure of the parties mutually to agree on any matters under this Agreement or in the event that either party believes that the other has failed to satisfactorily perform or otherwise is in breach of the Agreement and if the parties are unable to resolve such matter through their respective representatives then the parties shall submit the matter to resolution in accordance with the procedures set forth in Section 8 below.

**SECTION 8. DISPUTE REMEDIES**

In the event that the parties have any disagreement, dispute, breach or claim of breach, or nonperformance in relation to or in connection with this Agreement, the parties shall first promptly provide in writing to the other a general written statement of their respective claims. This statement need not be complete and will not limit the claims of either party in any further procedure with respect to this Agreement. The statement shall indicate that it is the first statement of a dispute resolution process under this Agreement. Within five working days of the time that one party informs the other of a Dispute, the District's Contract Administrator and Provider's project manager shall conduct a meeting to reach an agreement to use their best efforts to either: (a) resolve the matter and set forth such resolution in writing or (b) define the transition process for orderly terminating or transferring services.

Provider shall be under the obligation to continue to provide products and services to the District while the parties are seeking to resolve any Dispute.

**SECTION 9. GENERAL**

**9.1 Notices**

Any notice required or permitted by this Agreement shall be in writing and accomplished by registered or certified mail. Such notice shall be deemed to have been delivered five (5) days after it has been mailed:

If to District: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **9.2 Waiver**

Waiver of breach or failure to perform any provision of this Agreement shall not be deemed a waiver of future performance nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future. No term or condition of this Agreement shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

## **9.3 Assignment**

Neither this Agreement, nor any of either party's obligations under this Agreement, shall be assignable by operation of law or otherwise, without the prior written consent of both parties.

## **9.4 No Authority**

The parties are and shall remain independent contractors. Neither party shall have any authority, and neither party shall represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. This Agreement shall not be construed as creating a legal partnership, joint venture, franchise, agency or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

## **9.5 Exhibits**

All exhibits referred to in this Agreement are hereby incorporated by reference as though fully set forth in the text of this Agreement; in the event of any conflict between the body of this Agreement and any Exhibit to this Agreement, the body of this Agreement shall control over any conflicting provision in any Exhibit to this Agreement. Exhibit A is Provider's Proposal and Scope of Work. Exhibit B is District's Internet Access Services RFP.

## **9.6 Records and Audits**

Provider shall maintain accurate and complete records of its activities and operations related to this agreement in accordance with generally accepted accounting principles. Provider understands that products and services provided under this Agreement may be procured through the Universal Services Program (e-Rate) and as such the Provider and District could be the subject of an audit or management review to verify program compliance. Relevant records and materials shall therefore be kept and maintained, in accordance with e-Rate policies and procedures, and made available to District or other authorized representatives of the District or the Universal Service Program funding authority.

## **9.7 Governing Law**

This Agreement shall be interpreted by the laws of the State of California.

## **9.8 Limits to Actions**

All actions by either party arising out of this Agreement shall be commenced within twelve (12) months after the party has knowledge of the claim or within six (6) months of the expiration or earlier termination of this Agreement, whichever first occurs. No action may be brought by either party more than one (1) year after the cause of action has arisen.

**9.9 Severability**

If any part of this Agreement is found to be invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect and the provisions found invalid shall be enforced by the court to the maximum enforceable by law.

**9.10 Indemnity by Provider**

Provider will defend District against a claim that the licensed programs or licensed materials furnished by Provider and used within the scope of this Agreement by Provider infringe a U.S. patent or copyright or another proprietary right of a third party. Provider will pay resulting costs, damages and attorney fees finally awarded provided that: a) District promptly notifies Provider in writing of the claim, and b) Provider has sole control of the defense and of all related settlement negotiations. If such claim has occurred or in Provider's opinion is likely to occur, District agrees to permit Provider, at its option and expense, either to procure for District the right to continue using the licensed programs or licensed materials or to replace or modify the same with functionally equivalent programs so that they become non-infringing.

**9.11 Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party, including without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other Acts of God (the "Force Majeure");

**SECTION 10. ENTIRE AGREEMENT**

THIS AGREEMENT SIGNED BY BOTH PARTIES, AND SO INITIALED BY BOTH PARTIES IN THE MARGIN OPPOSITE THIS SECTION, CONSTITUTES A WRITTEN EXPRESSION OF THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. THIS AGREEMENT SHALL BE CHANGED, AMENDED OR MODIFIED ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH DISTRICT AND PROVIDER.

BASSETT UNIFIED SCHOOL DISTRICT  
LA PUENTE, CALIFORNIA

BRAND X INTERNET  
SANTA MONICA, CALIFORNIA

By: Harold E. Day

By: \_\_\_\_\_

Title: Assistant Superintendent  
Administrative Services

Title: \_\_\_\_\_

BD APP: 3/25/99 #GF99C169

## Brand X Internet

Santa Monica, CA 90403  
927 6<sup>th</sup> Street  
<http://www.brandx.net>

Fax: 310-395-9924  
Phone: 310-395-5590  
E-mail: [info@brandx.net](mailto:info@brandx.net)



February 4, 1999

Ms. Pat Frescas  
Purchasing Assistant  
Bassett Unified School District  
904 N. Willow Avenue  
La Buente, CA 91746  
(626) 931-3069

### Re: Internet Access Service RFP

Dear Pat,

This letter is a proposal provide Internet Services for your schools, based on the RFP which I received from you, and on my conversation with Bill Crowe, who explained a few details about the service that the school is looking for. This letter will supplement the general proposal which you may already have received.

Bill stated that the school would like to have **two bonded T1 lines** going to the same destination in La Puente. The charges for this are exactly twice the charges for a single T1 line, but setup requires specific equipment to support the "bonding" feature that Bill requested.

### **Equipment:**

If you want to bond the lines then you should use a Cisco 2501 router and at each end and an Adtran TSU at each end of each T1 line. This means you need two routers and four TSU units.

Expenses for equipment are as follows

Equipment	Cost	Quantity	Expense
Cisco 2501	\$2,500	2	\$5,000
Cisco V.35 Cable	\$90	4	\$360
Adtran TSU	\$800	4	\$3,200
<b>Total</b>			<b>\$8,560</b>

You can also rent this equipment (the routers, CSU's and cables) from us for a monthly charge of \$856 with a minimum commitment of one year.

All equipment supplied by Brand X Internet includes installation and setup at no additional fee. It also includes lifetime 24 hour service including repair or replacement should this ever prove necessary, for as long as you are a Brand X customer.

**Internet Access and T1 Lines**

The combined Telco and Internet access charge is \$1200 per T1 line. There is \$750 setup fee for the Telco part of the service. For two lines your charges will be as follows:

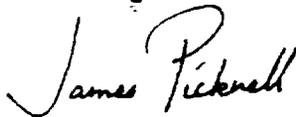
Service	Setup	Montly Fee	Quantity	Total Setup	Total Monthly Expense
Dedicated T-1 Internet Access	\$750	\$1,200	2	\$1,500	\$2,400
<b>Total</b>				<b>\$1,500</b>	<b>\$2,400</b>

Please note that these charges are complete.

Our contracts are month to month. Service through Brand X Internet is easy to arrange and does not require a large amount of paperwork. Our charges are complete – IP addresses, maintenance, domain name service and everything else are included. The only exception is wiring and compters, which were not listed in your RFP.

We hope that you will accept our bid, and look forward to providing services to your school. Please let me know if you have any questions.

Sincerely,



Jim Pickrell  
 President  
 Brand X Internet

Enclosure: Detailed Bid

## **PROPOSAL FOR SERVICES BASSETT UNIFIED SCHOOL DISTRICT**

### **Table of Contents**

- Section 1 – Executive Summary
- Section 2 – General Information
  - A. Company background
  - B. Company Qualifications
- Section 3 – Technical Proposal
- Section 4 – Pricing Information
- Section 5 – Implementation Plan / Project Management
- Section 6 – Maintenance Options and Capabilities
- Section 7 – References
- Section 8 – Brochures

## **Section 1 – Executive Summary**

This proposal is for a project to provide two dedicated T1 lines with Internet Access to Bassett Unified Schools in La Puente. Costs and details follow.

## **Section 2 – General Information**

### **A. Company background**

Brand X Internet is a full service Internet Provider. We have experience providing access services since our Santa Monica office first opened in 1994. Our Marina del Rey location is directly on the University Of Southern California/ISI/Los Nettos network and provides an unparalleled level of speed and reliability. This is the same connection used by UCLA, Cal Tech, the USC Campus and all of the Cal State Universities. Los Nettos also provides connections to the Rand Corporation and the Jet Propulsion Laboratory. Upstream connections are provided by T3 and OC3 to UUNet, MCI, GTE Genuity and IBM. It's the best connection you can get at any price.

### **B. Company Qualifications**

Brand X Internet specializes in high speed T1 access and server colocation. Our first customer T1 line was installed in 1995 and we currently have about 20 T1 line customers, including Bishop Amat High School, the Archdiocese of Los Angeles, Familian Pipe and Supply, Johnson Controls, and many others. Brand X Internet also provides web design, dialup access, ADSL and the complete range of Internet services.

## **Section 3 – Technical Proposal**

Brand X Internet will install the following equipment: one Cisco 2501 router and two Adtran TSU units at each end of two T1 lines, which will run from your school in La Puente to our office in Marina del Rey. We will set up the equipment so that the two T1 lines will be bonded. Installation is routine for us and it is included. Internet Access and maintenance are included.

Access services will be available 24 hours per day with 99.8% uptime. Equipment providing your T1 connection is monitored 24 hours per day via SNMP. Usage and uptime reports will be available.

## **Section 4 – Pricing Information**

The school would like to have two bonded T1 lines going to the same destination in La Puente. The charges for this are exactly twice our standard published rate for a single T1

line. The total monthly charge for a dual bonded T1 service is \$2,400 all inclusive and startup and equipment fees total \$10,060. Details follow below.

**Equipment:**

If you want to bond the lines then you should use a Cisco 2501 router and at each end and an Adtran TSU at each end of each T1 line. This means you need two routers and four TSU units.

All equipment supplied by Brand X Internet includes installation and setup at no additional fee. It also includes lifetime 24 hour service including repair or replacement should this ever prove necessary.

Expenses for equipment are as follows

Equipment	Cost	Quantity	Expense
Cisco 2501	\$2,500	2	\$5,000
Cisco V.35 Cable	\$90	4	\$360
Adtran TSU	\$800	4	\$3,200
<b>Total</b>			<b>\$8,560</b>

You can also rent this equipment from us for a monthly charge of \$856 with a minimum commitment of one year.

**Internet Access and T1 Lines**

The combined Telco and Internet access charge is \$1200 per T1 line. There is \$750 setup fee for the Telco part of the service. For two lines your charges will be as follows:

Service	Setup	Monthly Fee	Quantity	Total Setup	Total Monthly Expense
Dedicated T-1 Internet Access	\$750	\$1,200	2	\$1,500	\$2,400
<b>Total</b>				<b>\$1,500</b>	<b>\$2,400</b>

Please note that these charges are complete. Contract is month to month.

Service through Brand X Internet is easy to arrange and does not require a large amount of paperwork. Our charges are complete – IP addresses, maintenance, domain name service and everything else are included. The only exception is wiring and computers, which have not been included in this bid.

100% Uptime Guaranty

At Bassett's option,, a "100% uptime" guaranty will be available. This guaranty offers 500% credit against any downtime. For example. one day downtime would result in five days credit. A five hour connectivity failure would result in one day of credit. Brand X can not take responsibility for reliability of the Internet in general. Credits will only apply to failures within the Brand X Internet network which affect connectivity to your network.

The price of this 100% uptime guaranty is \$450 per year.

Our strongest guaranty is our month to month contract. We are confident that you will like our service and we believe that the quality and value of the service will keep you for years even without a term contract.

### **Section 5 – Implementation Plan / Project Management**

Telephone company installation usually takes around 4 weeks, and is independent of your choice of Internet Service provider. Our installation time is 48 hours from the time that the two T1 lines are ready. The project will be managed by Ivan Shomer, and we expect that a total of 8 hours will be required for installation related tasks, including 1 hour for router configuration, four hours to for driving time and router installation at your location, and the remained for installation and configuration related issues at our end. Jim Pickrell will be your account interface.

### **Section 6 – Maintenance Options and Capabilities**

There is no additional charge for maintenance – it's just part of the service. Our staff can be reached 24 hours per day and our network is monitored around the clock. If something breaks, we will fix it, day or night, 7 days a week, with no additional charge.

### **Section 7 – References**

Since they are located nearby and have similar connectivity needs, we would recommend that you talk to the staff at Bishop Amat High School, which is currently receiving T1 service from us. Burt Lao is in charge of computer services. Monsignor Carrol is the principal. We can provide further references if you would like. Our satisfied T1 customers include Johnson Controls, Familian Pipe & Supply, the Catholic Archdiocese of Los Angeles, Voyager, and many others.

### **Section 8 – Brochures**

See Attached.