



Aug 25, 2011

Michelle Harken

WEST CONTRA COSTA UN SCH DIST

Telephone:

(209) 8340556

Application Number

792679

Response Due Date: September 10, 2011

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2011 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2011 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

I. RAL Request To Add 2 FRNS

You submitted a Form 471 Receipt Acknowledgment Letter (RAL) request to correct a ministerial or clerical error on your FY 2011 Form 471 application number 792679.

According to FCC Order (FCC 11-60), ministerial and clerical errors are defined as follows: "The applicant can amend its forms to correct clerical and ministerial errors on their FCC Forms 470, FCC Form 471 applications, or associated documentation until an FCDL is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error."

You requested USAC to add 2 FRNS to Block 5 Items 10-23. We are unable to determine whether this change falls under the above definition of a ministerial or clerical error. Please explain how the error occurred.

These 2 FRN's were inadvertently left off of the application as we mistakenly failed to enter the items from the source document (in this case the 2/19/11 service provider invoice) onto the Form 471 application for E-Rate Y14.

For additional information regarding the RAL process, please visit <http://www.usac.org/sl/applicants/step07/receipt-acknowledgement-letter.aspx>

II. FRN 2188011

For FRN 2188011, you requested \$159,475.80 on your Form 471. However, the documentation you submitted supports the greater amount of \$253,436.80. Is the amount requested on the FRN correct? ___ Yes **X** No.

If yes, no further information is required.

If no, and you wish to increase the amount requested on your FRN please answer the following:

- Is the discrepancy the result of a Ministerial and Clerical (M&C) error? According to FCC Order (FCC 11-60), ministerial and clerical errors are defined as follows: "The applicant can amend its forms to correct clerical and ministerial errors on their FCC Forms 470, FCC Form 471 applications, or associated documentation until an FCDL is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error." **X** **Yes** **No**.
- If you answered Yes, please describe what error occurred and how it is an M&C error. Provide a copy of the supporting documentation used to prepare your Form 471 application to document the M&C error. Examples of supporting documentation are contracts, vendor quotes, vendor bills, invoices, etc.

While filing the Form 471 application for E-Rate Y14, the monthly recurring costs of \$93,961.00 for On Premise Priority One Equipment was mistakenly omitted from being transcribed onto the application. Upon further review of the contract this clerical error was identified and we requested that this be added during the first round of PIA that was submitted on May 4, 2011. Please see the attached "[WAN P1 bundle equipment Pricing Schedule.pdf](#)" to support the added cost.

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Carla Yates

Program Integrity Assurance Reviewer
USAC, Schools & Libraries Division
Phone# 973-581-7682
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E-Mail: Cyates@sl.universalservice.org

E-Rate Priority 1 Equipment Usage – Statement of Work

----- Section C: Bill of Materials -----

List all Priority 1 Equipment included in this configuration. Please refer to the recommended Priority 1 Virtual Bundles list. See pricing tool for appropriate discount schedules.

ITEM #	VENDOR	MODEL #	DESCRIPTION	QTY	NRC	MRC
1			Refer to the Bill of materials			
2						
3						
4						
5						
6						
7						
8						
9						
10						

Total Charges

Total Non-recurring Charges \$0,000

Total Monthly Recurring Charges \$93,961.00

----- Section D: Assumptions and Responsibilities -----

Assumptions

- AT&T typically requires a minimum two (2) week installation lead time after receipt of AT&T's Project Installation Guide (PIG) network configuration information. Less than two (2) weeks lead-time is considered an emergency implementation and will be assessed a premium charge.
- All installations will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
- Any projects that are performed during non-business hours or weekends at Customer's request, will be billed at AT&T's standard overtime, weekend, or holiday rates.
- All work will be performed over a consecutive time frame, unless otherwise specified.
- If necessary, AT&T will add to the order via AT&T's standard change order process any network or wiring components required to complete the installation.
- If any equipment supplied by AT&T is found to be defective during the installation, AT&T will replace the equipment at no extra charge and complete the installation as specified.
- Any delays experienced while an AT&T engineer is on-site due to Customer infrastructure or wide area network provider problems will be billable at AT&T's applicable hourly rate schedule.
- AT&T reserves the right to charge Customer for the full amount of the installation in the event that Customer cancels or reschedules any installation without 3 days prior written notice. Cancellation or rescheduling with less than 3 days notice will result in a cancellation charge.

AT&T Responsibilities

AT&T will provide a trained engineer to install the hardware at Customer location. Installation includes the following:

- Perform a technical assessment (verbal or physical) of the premises prior to installation.
- Unpack and inventory all appropriate hardware and documentation.
- Mount hardware in appropriate rack or on appropriate surface.
- Install hardware module cards (modular chassis only).
- Connect hardware together (stackable units only).
- Connect hardware to network (1 test workstation only).
- Power on hardware.
- Configure necessary parameters for all protocols being used, as supplied by Customer. This includes addressing information, subnet mask, SNMP configuration, and so on.
- Provide verbal overview to Customer's designated systems administrator of basic network hardware unit setup.
- AT&T will be responsible for physical layer connectivity testing of networking hardware only. All other cable plant, Network Operating System (e.g. Novell, NT), and application software testing will be the responsibility of Customer.
- AT&T is not responsible for any loss of Customer's data or network system security.

Any additional work to be performed outside of this Statement of Work will require additional charges.

CONFIDENTIAL INFORMATION

E-Rate Priority One Equipment Usage - Statement of Work

07/06

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E-Rate Priority 1
Equipment Usage Attachment

This Attachment to **West Contra Costa USD WAN** provides additional terms and conditions that apply when the undersigned Customer leases the use of equipment, as more specifically identified in the attached Statement of Work ("Priority 1 Equipment"), as part of its telecommunication service from AT&T pursuant to FCC order # 99-216 ("Tennessee Decision"). Pursuant to the Tennessee Decision, the Parties agree:

- The same service provider will supply the Priority 1 Equipment and associated eligible Priority 1 telecommunications services or internet access services.
- The Priority 1 Equipment is owned by AT&T. Ownership of the Priority 1 Equipment will not transfer to the school or library in the future, and neither the Master Agreement nor this Addendum includes an option to purchase the equipment by the school or library.
- AT&T will provide and maintain the Priority 1 Equipment on Customer's premise as part of these services.
- The Priority 1 Equipment is capable of servicing other customers of the service provider. Customer has no right to exclusive use of the Priority 1 Equipment, and AT&T may use the Priority 1 Equipment to provide service to another customer.
- The Priority 1 Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- The Local Area Network for data communications of the school or library is functional without dependence on the Priority 1 Equipment. Customer will provide equipment within their LAN to connect to the Priority 1 Equipment.
- Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time

Warranty: In the event the Priority 1 Equipment malfunctions or fails, AT&T will use reasonable commercial efforts to respond within twenty-four (24) hours after receiving Customer's notice and will complete repairs as soon as reasonably practicable. The foregoing is Customer's exclusive remedy for breach of warranty. It is a condition precedent to AT&T's warranty obligations that: (a) Customer is not in default of its obligations under the Agreement; and (b) the Priority 1 Equipment has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service provider, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T, or any use violative of the use instructions furnished with the Priority 1 Equipment by AT&T or by the manufacturer.

The Priority 1 Equipment will be provided at the prices set forth in the attached Statement of Work.

AGREED:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT	AT&T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES
Customer Signature: <i>Joe Abrego</i>	AT&T Signature: <i>Kathleen Bartlett</i>
Print Name: JOE ABREGO	Print Name: KATHLEEN BARTLETT
Title: EXEC. DIRECTOR	Title: CONTRACT SPECIALIST - CUSTOMER CONTRACTS
Date: 2-11-10	Date: 2-19-10

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

Category Name	Name	Description	Qty
P1-BundleHead End			
ASR1004-SB	ASR1004-SB	Cisco ASR1004 Chassis, Dual P/S, I/O Bundle	1
ASR1000-SPA	ASR1000-SPA	SPA for ASR1000; No Physical Part; For Tracking Only	4
ASR1000-ESP10	ASR1000-ESP10	Cisco ASR1000 Embedded Services Processor, 10G, Crypto	1
ASR1000-RP1	ASR1000-RP1	Cisco ASR1000 Route Processor 1.2GB DRAM	1
ASR1000-SIP10-SB	ASR1000-SIP10-SB	Cisco ASR1000 SPA Interface Processor 10, I/O Bundle	2
ASR1004-PWR-AC	ASR1004-PWR-AC	Cisco ASR1004 AC Power Supply	2
CAB-AC-RA	CAB-AC-RA	Power Cord, 110V, Right Angle	2
FLASR1-FPI-RTU	FLASR1-FPI-RTU	Flex. Pack Insp. Right-To-Use Feat Lic. ASR1000 Series	1
FLASR1-FW-RTU	FLASR1-FW-RTU	Firewall Right-To-Use Feature Lic for ASR1000 Series	1
FLASR1-IOSRED-RTU	FLASR1-IOSRED-RTU	SW Redundancy Right-To-Use Feat Lic for ASR1000 Series	1
M-ASR1K-HDD-40GB	M-ASR1K-HDD-40GB	Cisco ASR1000 RP1 40GB HDD	1
M-ASR1K-RP1-4GB	M-ASR1K-RP1-4GB	Cisco ASR1000 RP1 4GB DRAM	1
SASR1R1-AISK9-24SR	SASR1R1-AISK9-24SR	Cisco ASR 1000 Series RP1 ADVANCED IP SERVICES	1
SFP-GE-S	SFP-GE-S	1000BASE-SX SFP (DOM)	12
SPA-1X10GE-L-V2EP	SPA-1X10GE-L-V2EP	Cisco 1-Port 10GE LAN-PHY Shared Port Adapter, EP Bundle	2
SPA-8X1GE-V2EP	SPA-8X1GE-V2EP	Cisco 8-Port Gigabit Ethernet Shared Port Adapter, EP Bundle	2
SFP-10G-SR=	SFP-10G-SR=	10GBASE-SR SFP Module	2
X2-10GB-SR=	X2-10GB-SR=	10GBASE-SR X2 Module	2
SMX1500RM2U		UPS	1
SMX48RMBP2U		UPS battery pack	1
4x8 backboard		Backboard	1
USR0839	USR0839	Tech Data Sportster® External 33.6 Faxmodem	1
MRQ100V10		mini rack	1
P1-BundleRemote			
CISCO7201	CISCO7201	Cisco 7201 Chassis, 1GB Memory, Dual P/S, 256MB Flash	62
MEM-7201-FLD256	MEM-7201-FLD256	Cisco 7201 Compact Flash Disk, 256 MB System	62
CAB-AC	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	124
MEM-7201-1GB	MEM-7201-1GB	Cisco 7201 Series 1GB Memory System	62
PWR-7201-AC	PWR-7201-AC	Cisco 7201 AC Power Supply option System	124
S72PAISK9-12424T	S72PAISK9-12424T	Cisco 7200 NPE G2 IOS ADVANCED IP SERVICES	62
SFP-GE-S	SFP-GE-S	1000BASE-SX SFP (DOM)	124
SUA1000RM2U		UPS	62
4x8 backboard		Backboard	62
USR0839	USR0839	Tech Data Sportster® External 33.6 Faxmodem	62
CEX-LCSC-MMD-3M		3 Meter LC-SC MM	62
ACS-2500ASYN		Auxiliary/Console Port Cable Kit	62
CAB-ETH-S-RJ45		Yellow Cable for Ethernet, Straight-through, RJ	126
MRQ100V8		mini rack	62
AMS Maintenance (Cisco parts listed below)			
Head end site			
CON-SNT-8X1V2EP	CON-SNT-8X1V2EP	SMARTNET 8X5XNBD Cisco 8-Port Gigabit Ethernet Shared Por	10
CON-SNT-A1004SB	CON-SNT-A1004SB	SMARTNET 8X5XNBD Cisco ASR1004 Chassis	5
CON-OSP-ASIP10SB	CON-OSP-ASIP10SB	ONSITE 24X7X4 Cisco ASR1000 SPA	10
CON-OSP-ASR1FPI	CON-OSP-ASR1FPI	ONSITE 24X7X4 Flex. Pack Insp. Right-To-Use Feat Lic	5
CON-OSP-ASR1FWRT	CON-OSP-ASR1FWRT	ONSITE 24X7X4 Firewall Right-To-Use Feature Lic	5
CON-OSP-ASR1IOS	CON-OSP-ASR1IOS	ONSITE 24X7X4 SW Redundancy Right-	5
CON-OSP-ASRESP10	CON-OSP-ASRESP10	ONSITE 24X7X4 Cisco ASR1000 Embed	5
CON-OSP-ASRRP1	CON-OSP-ASRRP1	ONSITE 24X7X4 Cisco ASR1000 Route F	5
CON-SNT-SASR1RA	CON-SNT-SASR1RA	SMARTNET 8X5XNBD Cisco ASR 1000 Serie	5
UPS Maint		5 year onsite UPS support	1
UPS Battery Pack Maint		5 Year onsite UPS Battery Pack support	1
Remote Sites			
CON-OSP-CISC7201	CON-OSP-CISC7201	ONSITE 24X7X4 7201 Chassis, 1GB mem	310
UPS Maint		5 year onsite UPS support	62
Services			
Network Engineering		Implementation Services	1
Project Management		PM Services	1
Implementation Coord		Imp Coordination service	1
UPS Install		UPS, Mini Rack & Battery pack Install	63
Back board install		Backboard install	63