



San Ramon Valley Unified School District

John Malloy, Superintendent

Request for Proposal #864

FORM 470#: 220017759

LOCAL AREA NETWORK EQUIPMENT

Responses must be received no later than:

March 3, 2022, 3:00 PM

Deliver response to the office of:

Greg Pitzer
Director of Technology
3280 Crow Canyon Road, San Ramon, CA 94583

Or Electronically:

gpitzer@srvusd.net

E-Rate Funding Year 2022-2023

BACKGROUND

ABOUT THE DISTRICT

The San Ramon Valley Unified School District encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 36 schools serving more than 32,000 students in Kindergarten through Grade 12.

Facts and Figures

35 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)
22 elementary schools
8 middle schools
4 comprehensive high schools
1 continuation high school
1 independent study school

Enrollment and Personnel

Number of Students: 32,627
Number of Employees: 3146
 Number of Teachers: 1,632
 Number of Administrators: 117
 Number of Pupil Services Personnel: 86
 Number of Classified Staff: 1,311
Meals served per day: between 6,300 - 8,100

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Enrollment	32, 424	32,627	32,504	32,138	31,911	30,726

2020-21 Operating Budget Revenues \$373,206,063
2020-21 Expenditures \$363,454,434

CALENDAR OF EVENTS

Event	Date	Communication Venue
Legal Advertisement	February 10 & 17, 2022	San Ramon Valley Times and www.srvusd.net
Questions/Clarification Deadline	February 23, 2022 @ 11:00 am	gpitzer@srvusd.net
RFP Opening Date	March 3, 2022 @ 3:00 pm	Purchasing Office or email
Evaluation Period	March 3-10, 2022	Technology Dept
Board Approval	March 15, 2022	District Office
Notice to Proceed	Week of March 21, 2022	Technology Dept

DEFINITIONS

ASB – Apparent Successful Bidder

CONTRACT – The resulting contract issued by the SRVUSD Purchasing Department, which is also at times Referred to herein as the “Agreement”, or as the “Master Purchase Agreement”.

PROPOSAL - The term “Bid” “proposal”, and Quote, are used interchangeably herein and refer to the bid submitted in response to this Request For Proposal (RFP).

PURCHASE ORDER (PO) - The documents to be furnished to the successful contractor(s) by SRVUSD Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT - The terms, “Owner”, “District”, “SRVUSD”, “Purchasing Director”, “Buyer”, “Department”, are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

REQUESTOR – The terms “Requestor”, “requesting department”, “department”, “end user”, “school site” or “originator”, are interchangeably herein and refer to the same entity, the receiver of goods and services.

RFB, RFP or RFQ are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

SELLER--- The term “Seller”, “Supplier”, “Contractor”, “Bidder”, “Respondent”, “Provider”, “Offeror” and “Vendor”, are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

WORK - “Work” shall include all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, materials, equipment and other supplies, incidental with the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.

JOB SITE LOCATIONS

The work will be performed in San Ramon Valley Unified School District property in District owned or operated buildings.

1.0 INTRODUCTION:

The San Ramon Valley Unified School District (“District”) is requesting proposals for Local Area Network (LAN) infrastructure equipment at: Rancho Romero Elementary School (180 Hemme Avenue, Alamo, CA 94507), Service Center (3280 Crow Canyon RD. San Ramon, CA 94583)- supporting all district schools.

The District is soliciting qualified Vendors to submit a proposal for digital switching equipment, termination equipment, and wireless access points as specified.

The network equipment requested in this proposal must be available for installation beginning June 1, 2022.

The LAN must allow for reliable and secure transmissions of voice, data and video to integrate and function with the district Cisco network equipment. Each middle school LAN must connect to the District Service Center at a minimum concurrent 1GBPS connection, including a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the district office and the school site utilizing TCP/IP protocols and full duplex operation (bidirectional connections).

Currently, schools have Cisco 2960 & 3750 & 9300 series switches installed in their MDF’s and IDF’s. Wireless access points are a mixed environment of Cisco 2702, 3702, 3802 series access points.

2.0 TECHNICAL REQUIREMENTS

San Ramon Valley Unified School District is seeking proposals to provide LAN Infrastructure Equipment for **1 elementary schools, and district office serving all district schools.**

Minimum features required for networking equipment:

- Switch ports must be IEEE 802.1x standards based 10Gb Ethernet.
- All designated POE switch ports must support at IEEE 802.3AT PoE+
- Switches must integrate with Cisco VTP (VLAN Trunking Protocol).
- Switches must support Voice VLAN configuration.
- Must support multiple VLANs and allow individual ports to be configured as trunk or access ports.
- Must be 19” rack mountable in a 1 rack unit (RU) form factor

Minimum concurrent 1000 MBPS (Ethernet capable) connectivity from the District Service Center (3280 Crow Canyon Rd San Ramon CA 94583) to the school site.

The LAN shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.

Vendor Note:

*Routing and switching equipment will be installed by the District – **do not include installation labor in any pricing.***

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or

proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

General Terms and Conditions

1. Vendor shall indemnify, defend, and hold harmless SRVUSD from and against any loss, damage, claim, or harm for bodily injuries, including death, or damage to property caused by Vendor or its employees, sub-contractor, or suppliers in connection with the performance of this agreement.
2. Vendors must be able to comply with Federal E-rate regulations, including having a valid SPIN number. Proposals from Vendors without a SPIN number will not be considered. The successful Vendor agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Fund (“USF”), and/or its agents, the National Exchange Carrier Associations (“NECA”), and/or the Schools and Libraries Corporation (“SLC”). San Ramon Valley Unified School District and the successful Vendor will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive requirements contained in 47 C.F.R. #54.504.
3. The Vendor shall provide three references consisting of similar work and scope, including at least two references for work performed in California and covered by E-Rate funding.
4. The Vendor shall have a valid Service Provider Identification Number (SPIN) on file with the SLD and shall provide this number with their response.
5. The selected Vendor shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Vendor or through a sub-contractor, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.

FOB Destination Pricing

Bidders must quote prices F.O.B. destination, to the delivery location. Pricing or discounts should be stated in the units specified herein and bidders should quote each manufacturer separately. The District is not obligated to pay shipping and handling charges, fuel surcharges, drayage or labor charges not indicated herein.

Evidence of Responsibility

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, general liability insurance, workers compensation, criminal background check certification or other factors contributing to the successful execution and completion of the contract.

Fingerprinting

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

Warranty

Manufacturer’s warranty must be included as part of any RFP. The supplier, manufacturer, or their

assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for a period recommended by the manufacturer from the actual delivery date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

Failure to Perform

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor’s performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District’s rights to recover damages.

Insurance Requirements

During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

Basis of Award

Proposals will be evaluated based on the following categories

ITEM	
Cost of E-Rate eligible equipment and related services	50%
Compatibility with existing Cisco network equipment	25%
SRVUSD technical assessment of product	5%
Ability to meet schedule	10%
Vendor references and track record	10%

District's Rights and Options

The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate the San Ramon Valley Unified School District to negotiate a contract. The District reserves the right to waive any informality or non-substantive irregularity as the interest of the District may require.

The San Ramon Valley USD reserves the right to increase or decrease quantities of order at the same price as it best suits the needs of the District.

Award of this RFP does not imply exclusive agreement with the San Ramon Valley Unified School District.

No interest in the contract shall be transferred to any other party without permission of the District.

Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

REVIEW OF PROPOSALS AND AWARD:

The USAC-SLC Guidelines available at www.usac.org make it clear in Step 3 that applicants must use "an open and fair competitive bidding process" in order to qualify for E-Rate funding. Questions/Clarifications must be submitted by email to gpitzer@srvusd.net by February 23, 2022 at 11 am. Proposals must be received, either in written form or electronically, no later than March 3, 2022 at 3:00 pm at which time the proposals will be opened and evaluated. The Board of Education will be asked to approve the successful service provider or to reject all proposals at the next scheduled Board meeting. The successful service provider must enter into a signed agreement no later than March 18, 2022.

Clarification Deadline

All questions regarding RFP preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Proposal (RFP) must be submitted in writing via email to gpitzer@srvusd.net with subject title: RFP CLARIFICATION, no later than February 23, 2022 @ 11:00 am (Pacific Time). Questions received after that date will not

be answered. San Ramon Valley Unified School District is required to post both this RFP and Form 470 on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. Questions and responses will be posted on the district's website and the EPC portal site. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at www.srvusd.net/eraterfp

Public Records

All responses to the RFP will become the property of the District. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.**

In keeping with the USAC-SLD Guidelines to ensure a fair and open competitive bid process, any information provided to a potential service provider will be shared with all other potential service providers.

SCOPE OF PROJECT:

1. The Vendor shall provide network equipment, axillary modules, components, applicable licenses and manufacture support as outlined in Attachment A - Equipment Specification Template.
2. When possible, please use a vendor's EDU part number or sku.
3. The Vendor shall complete Attachment A to form and provide the following cost totals:
 - a. Product Total (this should include cost equipment and services provided by vendor)
 - b. Manufacture Support Total
 - c. Subscription Total
 - d. Total Price that equals Product Total + Manufacture Support Total + Inventory Services Total
 - e. Applicable Tax
 - f. Grand Total that equals Total Price + Applicable Tax
4. At the Vendor's facilities, all equipment and auxiliary modules provided shall be inventoried, assembled, tested, and certified as fully operational prior to delivery and/or installation at SRVUSD facilities.
5. Vendor will be provided with the list of parts organized by school site. Materials shall be shipped with all materials for a school site in 1 shipment.
6. The Vendor shall follow the District's new equipment asset management practices including, but not limited to the following:
 - a. Place District furnished asset tags on each network equipment and auxiliary components.
 - b. Inventory each new equipment and axillary components by updating the GoogleSheet workbook established by the District Project Manager. The awarded vendor will be provided edit access to the workbook. The information required on the workbook may include, but not limited to
 - i. School/Administrative Office Name and Address
 - ii. Model and Description
 - iii. District Purchase Order Number
 - iv. Serial Number and MAC Address (if applicable) of equipment
 - v. Asset Tag Number
 - vi. Date Received
 - vii. Date Installed

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED
AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____ NAME: _____
(Authorized Agent) (Please Print)

TITLE: _____ DATE: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial OR government references of similar size contract within the last five (5) years:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

ATTACHMENT A - Equipment Specification Template

Please find below link to the equipment specification template on Google Sheet:

<https://bit.ly/3AUR5ap>

Part Number	Description (or equivalent)	Service Duration (Months)	Qty	Unit Net Price	Extended Net Price	E-rate Eligibility Percentage
WS-C3850-12XS-E or equivalent	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	---	7			
PWR-C1-350WAC/2 or equivalent	350W AC Config 1 Secondary Power Supply	---	7			
CAB-TA-NA or equivalent	North America AC Type A Power Cable	---	97			
PWR-C1-350WAC or equivalent	350W AC Config 1 Power Supply	---	7			
C3850-NM-BLANK or equivalent	Cisco Catalyst 3850 Network Module Blank	---	7			
C3850-STACK-NONE or equivalent	No Stack Cable Selected	---	7			
C3850-SPWR-NONE or equivalent	No Stack Power Cable Selected	---	7			
S3850UK9-166 or equivalent	UNIVERSAL	---	7			
C3850-DNA-OPTOUT or equivalent	DNA SUBSCRIPTION OPTOUT	---	7			
C9300L-48UXG-4X-E or equivalent	Catalyst 9300L 48p, 12mGig, Network Essentials ,4x10G Uplink	---	42			
PWR-C1-1100WAC-P or equivalent	1100W AC 80+ platinum Config 1 Power Supply	---	64			
C3850-1100-48P or equivalent	Cisco Catalyst 3850L 48P 48 40 UNIVERSAL	---	70			

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-

discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

6) FCC/SLD AUDITABILITY

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

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____