

***Alliance College-Ready Public Schools  
Consortium***

***Request for Proposals  
for  
Category 2 Network Equipment and Services  
for  
Alliance College-Ready Public Schools  
E-Rate Funding Year 2025***

***CORRESPONDING TO FORM 470# 250000253***

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## 1.0 TERMS AND CONDITIONS OF REQUEST FOR PROPOSALS

The information in this Request For Proposals [RFP] is provided in conjunction with the Schools and Libraries Division (SLD) Form 470, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. These programs provide discounts for certain telecommunications products and services, including (Category 1) Internet access and (Category 2) internal connections. For more information about these Federal programs, and before responding to this RFP, please refer to the SLD web site, [www.usac.org/sl](http://www.usac.org/sl). Service providers must be prepared to discount invoices to the school and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is described in Section 1.5 Financing.

Alliance intends to award a single contract for all parts of this RFP but reserves the right to separate parts of the RFP and award multiple based on bids submitted. Equipment purchased on this contract will be installed at all 23 Alliance College-Ready Public Schools and/or Alliance's two data centers. A full list of schools and data centers is available in section 2.0.

### 1.1 SUBMISSION DEADLINE & DELIVERY ADDRESS

The deadline for submission of proposals is **5:00 PM Pacific Time on Friday, January 17th, 2025**.

Proposals should be submitted as follows (all six elements are required; see Section 4.0 for more details):

1. Summary document of all equipment and costs
2. Detailed quote for all equipment and services proposed (see Section 4.0)
3. Contract for equipment and services proposed (see Section 4.0)
4. Signed Signature Page (see Appendix A)
5. Non-Collusion Affidavit (see Appendix B)
6. Signed E-rate Supplemental Terms and Conditions (See Appendix C)

Submit all six elements via email to [erate@laalliance.org](mailto:erate@laalliance.org).

Key dates for this RFP are as follows:

- RFP release date: November 26, 2024
- Questions due by email to [erate@laalliance.org](mailto:erate@laalliance.org): December 11, 2024 at 2pm Pacific
- Alliance response to questions: December 13, 2024
- Submissions due: January 17, 2025 at 5pm Pacific.

### 1.2 COSTS ASSOCIATED WITH PREPARATION OF THE VENDOR'S RESPONSE

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

### 1.3 INTERPRETATION AND ADDITIONAL INFORMATION AND ADDENDA

Any interpretation, correction, or change of the RFP will be made by ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Vendors shall not rely upon such interpretations, corrections, or changes. Any changes or corrections will be issued by the Customer and will be posted online at <https://laalliance.org/about-alliance/procurement>.

## 1.4 OMISSIONS

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

## 1.5 FINANCING

After notification of award, the Vendor will receive order(s) for the products and services for which the Vendor will be responsible as a result of the RFP. District reserves the right to alter quantities or implementation schedules based on available resources.

All vendor invoices will show:

- The total cost of services
- The amount that is the responsibility of the Customer
- The E-Rate discount
- The Funding Request Number
- All services will be described as listed on the SLD Eligible Services List
- All E-Rate eligible services shall be invoiced separately from ineligible services, if applicable.
- The district requires the vendor to use the Service Provider Invoice (SPI form) for invoicing.

Invoices lacking any of the above points will be returned to the vendor to be completed before being accepted by the Customer for payment.

The final payment of this project will be rendered only after an extensive final walk-through at the completion of the installation. The Customer will strictly enforce the bid guidelines and the quality of the installation. Final testing will take place in the presence of a designated technology staff member.

This project is being requested for funding through ERATE. If funded, all SLD payment schedules will take priority. If the project is not funded, then local funding policies will take place. In either case, the above paragraph in project guidelines will be enforced.

If this project or any part thereof is not funded by ERATE, the Customer reserves the right to change or cancel any project. The Customer Technology Staff will notify the winning vendor if projects will require changes or cancellation due to non-funding by SLD.

## 1.6 WARRANTY

The Vendor shall fully warrant with the manufacturer's warranty all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per equipment basis on the RFP and detailed in the Proposal.

Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items immediately upon receipt of a written notice from the Customer.

## 1.7 PRICE QUOTATIONS

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise

expressly provided in the Contract Documents. The Customer will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable.

### **1.9 RIGHT TO REJECT**

The Customer reserves the right to accept or reject all proposals when the rejection is in the best interest of the Customer. The Customer reserves the right to award without further discussion.

The Customer reserves the right to reject the proposal of a Vendor who in its opinion is not in a position to adequately perform the contract or in the past has provided non-standard quality. Contracts will be awarded to the highest ranked Vendor where it is in the best interest of the Customer.

### **1.10 WITHDRAWAL OF PROPOSALS**

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to act on behalf of the Vendor. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receipt of proposals.

### **1.11 VENDOR QUALIFICATIONS UPDATE**

The Customer will only consider proposals from vendors that meet the following qualifications:

- Vendor must submit a complete proposal as described in section 1.1
- Vendor must possess a USAC Service Provider Identification Number (SPIN)
- At least 1 employee with Cisco Certifications of CCIE

### **1.12 CONTRACT TERMS AND CONDITIONS**

Alliance is looking for a 3-year contract with the option of two one (1) year extensions to align with the E-Rate funding year: July 1, 2025 through September 30, 2028 with optional extensions to September 30, 2030. Any bids containing contract terms other than what is specified will be disqualified.

## 1.15 EVALUATION METHODOLOGY

Each proposal will be evaluated based on criteria and priorities defined by the Customer. Due to the complexity of this project, the Customer will decide the best submissions that are in the best interest of the long-term technology plan, *not necessarily the lowest price*. Proposals will be evaluated based upon the following criteria:

Evaluation Factor	Weight
E-rate Eligible Price	40%
Experience with Alliance and/or similar schools	30%
Adherence to bid specifications	20%
Certifications	10%

### Description of the Evaluation Components:

- E-rate Eligible Price: 40%: The cost of the E-rate eligible goods and services. If a component has an ineligible part, the bidder must either identify the ineligible part and the dollar amount, or provide a percentage of the overall component.
- Experience with Alliance and/or similar schools: 30% Bidders will be evaluated based on previous experience with Alliance and/or similar schools. Criteria include project completion, customer service, contract, billing disputes, etc..
- Adherence to bid specifications: 20% Alliance will accept all “equivalent” bids with the required technical documentation and will evaluate bids closer to the district stated bid specifications with a higher ranking.
- Certifications: 10% Bidders with more installers with required certifications will score higher.

## 2.0 LIST OF ALLIANCE SCHOOLS AND NON-INSTRUCTIONAL FACILITIES (NIF)

Entity Number	Legal Name	Physical Address	City	State	Zip Code
16028463	Alliance Gertz-Ressler/Richard Merkin 6-12 Complex	2023 South Union Avenue	LOS ANGELES	CA	90007
16067385	Alliance Marine - Innovation and Technology 6-12 Complex	11933 Allegheny St.	SUN VALLEY	CA	91352
16028603	Alliance Collins Family College-Ready High School	2071 Saturn Avenue	HUNTINGTON PARK	CA	90255
16035072	Alliance Judy Ivie Burton Technology Academy High School	10101 South Broadway	LOS ANGELES	CA	90003
16035075	Alliance Dr. Olga Mohan High School	644 West 17th Street	LOS ANGELES	CA	90015

16035078	Alliance Ouchi-O'Donovan 6-12 Complex	5356 South Fifth Avenue	LOS ANGELES	CA	90043
16035080	Alliance Jack H. Skirball Middle School	603 East 115th Street	LOS ANGELES	CA	90059
16035082	Alliance Marc & Eva Stern Math and Science High School	5151 State University Drive, CSULA	LOS ANGELES	CA	90032
16049789	Alliance Piera Barbaglia Shaheen Services Academy High School	8515 Kansas Ave	LOS ANGELES	CA	90044
16049799	Alliance Leichtman-Levine Environmental Science HS	2930 Fletcher Drive	LOS ANGELES	CA	90065
16055782	Alliance College Ready Middle Academy #4	9719 South Main Street	LOS ANGELES	CA	90003
16061490	Alliance Virgil Roberts Leadership Academy	2941 W. 70th. Street	LOS ANGELES	CA	90043
16055824	Alliance Cindy And Bill Simon Technology Academy HS	10720 South Wilmington Avenue	LOS ANGELES	CA	90002
16055825	Alliance Tennenbaum Family Technology HS	2050 North San Fernando Road	LOS ANGELES	CA	90065
16061484	Alliance Susan And Eric Smidt Technology HS	211 S Avenue 20	LOS ANGELES	CA	90031
16061487	Alliance Ted K. Tajima High School	1552 W. Rockwood Street,	LOS ANGELES	CA	90026
16061488	Alliance Patti & Peter Neuwirth Leadership Academy	4610 S Main St	LOS ANGELES	CA	90037
16066653	Alliance Renee & Meyer Luskin Academy	2941 West 70th Street	LOS ANGELES	CA	90043
16066852	Alliance Margaret Bloomfield Technology Academy HS	7907 Santa Fe Ave	HUNTINGTON PARK	CA	90255
16049798	Alliance Morgan McKinzie High School	110 S. Townsend Ave	LOS ANGELES	CA	90063
16067380	Alliance College-Ready Middle Academy #12	131 E. 50th St.	LOS ANGELES	CA	90011
16067379	Alliance Kory Hunter Middle School	5886 Compton Avenue	LOS ANGELES	CA	90001
16080352	Alliance College-Ready Middle Academy #8	113 South Rowan Avenue	LOS ANGELES	CA	90063
16063963	Alliance College Ready Public Schools Data Center #1 - NIF	211 S Avenue 20	LOS ANGELES	CA	90031

17019082	Alliance College Ready Public Schools Data Center #2 - NIF	8515 Kansas Ave	LOS ANGELES	CA	90044
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### 3.0 DESCRIPTION OF REQUESTED EQUIPMENT AND SERVICES

All infrastructure and services requested below are in accordance with the Alliance’s technology plan.

Bidders must include a complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation and sales tax. **Any E-rate ineligible costs must be submitted on a separate bill of materials.**

Alliance is standardized on Cisco equipment and prefers Cisco products. Alliance will consider alternative products but the vendor must include documentation establishing equivalency and compatibility as part of bid submission.

#### Requested Equipment:

Make	Model	Description	Quantity
Cisco	C9300-48U-A	48 port switch	57
Cisco	C9300-24U-A	24 port switch	1
Cisco	C9300X-NM-8Y	SFP module	40
Cisco	C9200CX-12P-2X2G-A	12 port switch	1
Cisco	C9800-C-F-K9	Wireless controller	27
Cisco	CW9166I-B	Wireless access point	204
<a href="http://StarTech.com">StarTech.com</a>	MASFP10GBSR	SFP transceiver	152
<a href="http://StarTech.com">StarTech.com</a>	SFPCMM1M	SFP cables	62
Eaton Tripp Lite	SU1500RTLCD2U	UPS	53
Eaton Tripp Lite	BP48RT	UPS battery pack	80
No preference	No preference	UPS for Data Center 1: 6-8 hours of uptime	1
No preference	No preference	UPS for Data Center 2: 1 hour of uptime	1



New equipment will, in many cases, replace end of life equipment. Current wireless infrastructure uses Cisco wireless controllers and Cisco 3802, 3702 and 3602 access points through all sites. Alliance is open to all solutions but any vendor submitting alternate solutions must provide technical documentation which establishes equivalence. Alliance is open to all solutions for the Data Center UPS line items provided they meet the uptime criteria noted.

Notes: 1) All proposed solutions must include tax and installation costs; 2) All equipment must be new and not refurbished.

**Requested Service:**

Description	Notes
Up to 57,600 feet of cabling	Cabling would take place at five of Alliance’s schools: Bloomfield, Gertz-Merkin, Luskin, O’Donovan, & Simon Tech

Notes: Alliance will be awarding **separate contracts** for equipment and cabling. Vendors are welcome to bid on one part or both parts.

## 4.0 PROPOSAL SUBMISSION

The deadline for submission of proposals is **5:00 PM Pacific Time, on Friday, January 17, 2025.**

A complete proposal will include the following elements:

1. Summary document with the total quantities and cost of each model of equipment;
2. Detailed quotes for all equipment and services proposed. Please label each quote with the entity name and number (see Section 2.0). Each line item in quote **MUST** include the following details:
  - a. Quantity
  - b. Description
  - c. Unit Cost
  - d. Extended Cost
  - e. Tax (if applicable)
  - f. Labor Cost (if applicable)
  - g. Shipping and/or Other Costs associated with line item (if applicable)
  - h. E-Rate Eligibility Percentage of equipment
  - i. Eligible Amount
  - j. Ineligible Amount
3. Contract for equipment and services proposed including all items listed above as well as terms and conditions and authorized signature of vendor’s authorized representative.
4. Signed Signature Page (see Appendix A)
5. Signed Non-Collusion Affidavit (see Appendix B)
6. E-rate Supplemental Terms and Conditions (See Appendix C)

Submit all six elements via email to [erate@laalliance.org](mailto:erate@laalliance.org). Attachments are limited to 25 MBs. If the submission attachment is greater than 25 MBs, please either separate the email into multiple emails (1 of X, 2 of X) containing attachments less than 25 MBs or provide a cloud storage link to obtain the documents. It is the bidder's responsibility to ensure that all documents are received by the deadline.

**All six elements are required.** It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer has the right but not the obligation to reject all late or incomplete submissions, as the Customer determines to be in its own best interest, or to contact bidders for ministerial corrections. The Customer has the right but not the obligation to determine a short list for final negotiations and contract revisions after these dates.

Oral and telephone bids will not be considered, nor will modifications of proposals by such communication be considered. The completed proposal form shall be without erasures or alterations. Delivery of the proposals will be considered authorization by the Vendor to make a contract, if awarded.

APPENDIX A: SIGNATURE PAGE

E-Rate Proposal – Alliance College-Ready Public Schools Consortium  
2025-2030

Include this completed page with your proposal submission.

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

I certify that the attached proposal for goods and services represents our complete response to Alliance College-Ready Public Schools' Request for Proposal, that it has been prepared and submitted in good faith, and that all descriptions and eligibility of equipment and services are true and correct to the best of my knowledge.

Vendor Representative Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

County of \_\_\_\_\_, \_\_\_\_\_, being first duly  
(Print Name)

sworn, depose and says that he or she is \_\_\_\_\_ of the party  
(Title)

making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ (Notary Public), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

\_\_\_\_\_

(Signature of Notary)

(Seal of Notary)

## APPENDIX C

### E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) 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 Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive 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 Agreement(s) and/or E-rate funding approval is approved, the Applicant 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 Applicant .

#### **2) SERVICE PROVIDER REQUIREMENTS**

The Applicant 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 rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). 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 Registration Number (“FRN”) at the time the Proposal 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 proposal is submitted. Any potential Service Provider 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 termination of the Agreement 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](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2025.
- 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 Agreement 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 USAC guidelines.
- h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe 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 Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC:  
<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k. Service 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/>.
- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.
- m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.
- n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

### 3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal 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). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.
- d. 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/>.
- e. 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 2**

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 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.*
- *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 Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#)), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or 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 FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. 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 Applicant will only be responsible for paying its non-discounted share.

## 6) **FCC/USAC AUDITS**

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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider 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 AND AGREEMENT TERM**

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant'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 Applicant shall not enter into a separate Agreement for said goods or services. Service Providers 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:** \_\_\_\_\_

**Service Provider FCC Registration Number:** \_\_\_\_\_

**Service Provider Identification Number:** \_\_\_\_\_