

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

1.0 OVERVIEW

San Leandro Unified School District, SLUSD, hereafter referred to as Applicant, is requesting proposals for leased lit fiber and leased dark fiber services for delivery of wide area network (WAN) services via the City of San Leandro Fiber Loop to the district. Locations, with addresses and demarcation points, are listed in the attached pricing sheet. The new service is being planned to begin on July 1, 2021.

2.0 SCOPE OF WORK

The Scope of Work is a general guide and is not intended to be a complete list of all work necessary to complete the project. The following work tasks are assumed to be necessary to establish the Internet connection from the vendor's site to the SLUSD. Respondents may suggest a modified scope as part of their proposal.

- A. Initiate required circuit and coordinate installation with SLUSD's technical staff.
- B. Set up CPE, connect to new circuit, and test communications.
- C. Working with SLUSD, verify throughput/egress.

2.1. Applicant is seeking proposals for 4 services. Respondents may propose one, all, or any combination of options. See Section 4 for requirements of each solution.

- a. The first service is a fully managed, leased lit fiber solution.
- b. The second service is a leased dark fiber solution that includes fiber maintenance as part of the monthly lease cost.
- c. The third service is for Category 1 network equipment to place any leased dark fiber solutions into service.
- d. The fourth service is for maintenance & operations on any leased dark fiber solutions IF these costs are not included in the dark fiber lease or IRU.

2.2 Network Design and Construction Routes

- a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated the cost of E-rate eligible services as the highest weighted factor in its decision criteria.
- b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to

Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

- c. Respondents should clearly illustrate proposed network design and construction routes.
- d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

2.3 Special Construction

- a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
- c. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC).
 - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - ii. For leased dark fiber solutions, equipment required by the Applicant to light the fiber are not considered special construction.
- d. Special Construction Payment Plan Option
 - i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal [annual or monthly] installments over [one, two, three, four] years from Funding Year 2021 to Funding Year 2024 inclusive. Responses must include agreement or non-agreement of this request.
- e. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

- iii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

3.0 PRICING & TERM

Vendor shall provide the pricing information requested for the three services as listed under Section 4 and complete the Attachment A spreadsheet.

Please provide any optional pricing that the respondent(s) feels pertinent.

4.0 NETWORK REQUIREMENTS

Throughout this RFP, and unless otherwise stated, the terms "respondent(s)" and "vendor" are used synonymously. Any proposal that does not demonstrate that the vendor meets these minimum requirements will be deemed non-responsive and will not be considered.

Leased Lit Fiber

1. Applicant must have dedicated, symmetrical transport bandwidth of 10Gbps between the designated endpoints.
 - a. The solution must be scalable to 10 Gbps, 20Gbps, 40 Gbps and 100 Gbps.
 - b. Contract options are requested for 60 and 120 month terms of service.
 - c. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - d. If an increase in bandwidth is requested during the contract period the contract does not renew.
 - e. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment
 - iii. 3ms network latency commitment
 - iv. 4ms network jitter commitment
 - v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

Leased Dark Fiber

1. Applicant must have four (4) strands (2 pair) of single mode fiber between locations in Attachment A.
 - a. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction and monthly recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
 - b. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
 - c. All solutions require maintenance as part of the MRC subject to the following terms and the terms found in Section 5:
 - i. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
 - ii. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
 - iii. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Applicant fiber segments versus overall network maintenance.
 - iv. Vendor stated commitment is to respond to any outage within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
 - v. The respondent should include an overview of maintenance practices including:
 1. Routine maintenance and inspection
 2. Scheduled maintenance windows and scheduling practices for planned outages
 3. Marker and handhole inspection and repair
 4. Handling of unscheduled outages and customer problem reports
 5. What service level agreement is included and what alternative service levels may be available at additional cost
 6. What agreements are in place with applicable utilities and utility contractors for emergency restoration
 7. Repair of fiber breaks and mean time to repair
 8. Replacement of damaged fiber and fiber that no longer meets specifications
 9. Post repair testing
 10. Policies for customer notification regarding maintenance
 11. Process for changing procedures, including customer notification practices
 12. Process for moves, adds, and changes
 13. Process for responding to locate requests

Category 1 Network Equipment

- a. Applicant requires E-Rate Eligible Category 1 Dense Wave Division Multiplex network equipment with installation and configuration to place circuits into service at a minimum of 10 Gbps once leased dark fiber is available. Fiber network architecture is based on a ring topology where all campuses will be connected to the ring via a single mode fiber pair.
- b. The vendor is responsible for full solutions with all components and line items identified with basic yearly maintenance, all licensing required for all proposed ports, installation and configuration of the proposed solution. SLUSD will validate all proposals for completion with the proposed manufacturer. Incomplete or non-manufacturer approved configurations will be disqualified.
- c. Proposals should include an explanation of whether or not the proposed equipment supports higher bandwidths for future scalability and the ease of upgrading (e.g. a new SFP versus a new line card)
- d. Each respondent is required to complete the attached pricing sheet Attachment A with this RFP. A respondent provided detailed breakdown may be provided in addition to the pricing sheet. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.
- e. Network equipment may be proposed as a stand-alone service by anyone, even if they are not proposing on any fiber service.

4.0 NETWORK REQUIREMENTS

Throughout this RFP, and unless otherwise stated, the terms “respondent”, “proposer”, “vendor” and “firm” are used synonymously. Any proposal that does not demonstrate that the vendor meets these minimum requirements will be deemed non-responsive and will not be considered.

4.3 SUPPORT REQUIREMENTS

- The vendor will have an existing support presence in the San Leandro area.
- The vendor will provide 24x7x365 NOC contact information for problem resolution.

4.4 ON-PREMISE EQUIPMENT

SLUSD will allow vendors to include customer premise equipment as part of the service they provide. Equipment must include dual power supplies.

4.5 SERVICE DOCUMENTATION

For each distinct service proposal, Respondents **MUST** supply a copy of, or link to, any applicable documentation detailing Respondent’s requirements for customer readiness, including requirements for space/power/HVAC for customer premise equipment, customer-provided conduit, and any similar “room ready” requirements. Every service provider **MUST** submit a service layout record, also known as a design layout record, within thirty (30) days of turn-up, which **MUST** include fiber distances

between end locations and major intermediate sites.

4.6 ADOPTION OF NEW TECHNOLOGIES

SLUSD reserves the right to substitute, without financial penalty, the functional equivalent of existing services as new technologies emerge. Respondents SHOULD address how new technologies and services will be handled within the terms of the contract during the life of the agreement. While SLUSD is willing to enter into a multiple year agreement, it is SLUSD's expectation that such an agreement will permit the adoption of new technologies without penalty during the life of the agreement.

4.7 OPTIONAL SERVICES

Respondents are permitted to propose optional services not specifically requested by SLUSD as part of this RFP, however SLUSD shall be under no obligation to consider, nor adopt, any such services.

4.8 UPGRADES

Following installation of any awarded service, and during the term of that service, including those ordered on multiple year terms, the Respondent agrees that SLUSD SHALL have the right to upgrade the existing service to a higher bandwidth service without incurring termination liability, as defined below, and without modifying the term of the initial contract. In the event that SLUSD elects to upgrade an existing service, Respondent shall have the first option to provide that service at a cost that reflects, in SLUSD's sole discretion, a fair market price. If, upon receipt of a formal written request to upgrade a service, the Respondent is unable, for whatever reason, to provide the upgrade, SLUSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the higher bandwidth service. In such instances, SLUSD will provide the existing Respondent with evidence of the change, and will not be subject to any early termination liability. If the Respondent is able to provide service but only at a cost that is in excess of what SLUSD, in its sole discretion, considers a fair market price, SLUSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the upgrade at a fair market price. SLUSD will provide the existing Respondent with evidence of the change, and will not be subject to any early termination liability.

4.9 RELOCATIONS

Following the award of service, and during the term of that service, including those ordered on multiple year terms, the Respondent agrees that SLUSD shall have the right to relocate the existing service to different A or Z locations, without incurring any early termination liability, as defined below, and without modifying the term of the initial contract. In the event that SLUSD elects to relocate an existing service, Respondent shall have the first option to provide that service at a cost that reflects, in SLUSD's sole discretion, a fair market price. If, upon receipt of a formal written request to relocate a service, the Respondent is unable, for whatever reason, to provide the relocation, SLUSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the relocated service.

In such instances, SLUSD will provide the existing Respondent with evidence of the change, and will not be subject to any early termination liability.

5.0 SERVICE AVAILABILITY

5.1 UPTIME GUARANTEE

The vendor will guarantee network availability of 99.99% for a given month excluding scheduled maintenance. Scheduled maintenance is downtime for which the vendor will provide SLUSD seven (7) business days advance written notice. In the event of any unscheduled downtime, SLUSD and the vendor will jointly determine the cause of the downtime. If such downtime is in excess of 00.01% for a given month excluding scheduled maintenance, vendor shall make reasonable and appropriate accommodations to SLUSD.

5.2 NOTIFICATION

The vendor will promptly notify SLUSD as soon as reasonably possible of all outage events via e-mail to designated SLUSD contacts. Such notifications will indicate the nature of the problem, the actions taken to remedy current problems, and measures implemented to avoid similar outages and problems of a similar nature in the future.

5.3 SERVICE LEVEL AGREEMENT

1. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
2. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
3. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
4. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
5. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
6. Measurement: Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
7. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
8. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
9. Historical uptime: Provide aggregate uptime statistics for your proposed service in

- the geographic area encompassing Applicant.
10. If network trouble occurs, the provider will deliver swift, state-of-the-art problem detection, diagnosis, and resolution. Vendor shall describe commitments and compensation for non-performance.

6.0 PROPOSAL CONTENT

1. Failure to include any requested information noted as required by the respondent may be grounds for disqualification.
2. Description of Proposal
 - a. Respondent's proposal should include all sites for the option proposed. If the respondent proposes leased dark fiber or leased lit fiber – all sites must be included in the response. Failure to include all sites in a proposed option could be considered ground for disqualification.
 - b. Respondent will provide a description of their proposal for all services and solutions.
 - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Timeline
 - a. For each response, respondents must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
 - c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
4. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
5. Network Diagram
 - a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
6. References
 - a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.

- b. If respondent responds to more than one option (e.g. leased lit fiber service as well as leased dark fiber), provide 3 references for each.
7. E-rate Program Integrity Assurance (PIA) Review
- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
 - b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
 - c. For all responses that include special construction, the respondent agrees to, by submitting its response, produce all construction labor, construction materials and other cost information requested during PIA review.
 - d. All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all may be grounds for disqualification.
8. Required Notice to Proceed and Funding Availability
- a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
 - b. The implementation of any associated contracts resulting from this competitive RFP process will be dependent on the district's issuance of a written Notice to Proceed.
 - c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.
- 9. Customer Support**
- a. Vendor shall provide the following:
 - Contact information and background of technical support team.
 - Trouble ticket procedures and escalation intervals
 - Billing dispute resolution process
 - Description of web-based interface for billing, trouble reporting, etc., if available.

E-Rate Requirements. This Project Scope may be contingent on the level of approved funding from the Universal Service Fund's Schools and Libraries Program, known as E-Rate. The District, in its sole discretion, may or may not proceed with the Project, in whole or in part, with or without E-Rate approval.

Firms are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the E-Rate Program.

This RFP is not a formal request for bids, or an offer by the District to contract with Firms responding to this RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain the property of the District. The District shall not be responsible for the costs of preparing any Proposal in response to the RFP. The District reserves the right to waive any irregularities or informalities in any Proposal.

Attachments and Exhibits:

Map of termination points as set forth in **Attachment “1”**

Proposal Contents as set forth in **Attachment “2.”**

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS attached hereto as **Attachment “3”**.

Pricing Spreadsheet and location of termination points as set forth in **Attachment “A”**

Award of Contract. The contract for the Project, if awarded, will only be by action of the District’s Governing Board to the Firm that meets the qualifications established by this RFP. No Firm may withdraw its Proposal for a period of ninety (90) days after the award of the contract for the Project. During this time, Firm shall guarantee the prices quoted in its Proposal.

Resulting Agreement

SLUSD’s Request for Proposals, and the Respondent’s response, will be incorporated into the Agreement as Exhibits. An individual authorized to legally bind respondent(s) must sign the response.

The District reserves the right to contract with any Firm responding to this RFP for all or portions of the above-described Services, to reject any proposal as non-responsive, and not to contract with any Firm for the Services described herein. Any Firm selected will be required to negotiate a mutually agreeable contract, subject to approval by the District’s Governing Board. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the

contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

All information provided by Firm will be subject to verification.

7.0 GENERAL TERMS AND CONDITIONS

General This information to respondent(s) is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Proposals To receive consideration, Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Proposals Proposals will be received prior to **3:01 PM on 01/12/2021** after which time the proposals will be opened and reviewed by the evaluation committee.

Submittal instructions (Electronic submission only)

Proposals will only be accepted electronically by Email to lsimon@slusd.us AND MHarken@csmscentral.com with the subject line, "Lit/Dark Fiber Wide Area Network" by January 12, 2021 at 3:00 p.m. (Local Time). SLUSD is not responsible for any technical difficulties with the submission of the proposal. Proposals received after the date and time indicated will be rejected.

1. Questions must be sent to lsimon@slusd.us AND MHarken@csmscentral.com by 3:00 P.M on December 29, 2020. **Questions received after that date will not be answered.** SLUSD is required to post both this RFP and Form 470 on the USAC EPC Portal site. 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 district website: <https://www.slusd.us/techprocurement>
2. Proposals shall be received electronically by Email to lsimon@slusd.us AND MHarken@csmscentral.com before **3:01 PM on January 12, 2021**. Late submissions will not be accepted or considered.

Estimated Timeline of Events

Date & Time	Activity
December 7, 2020	2021/2022 FCC Form 470 Posted
December 11, December 19, 2020	SLUSD Publication Dates
December 29, 2020	Deadline for questions and requests for clarification by 3:00 P.M. Pacific Time
January 5, 2020	Responses to questions/addenda posted
January 12, 2021	Responses due prior to 3:00 P.M Pacific Time
January 14, 2021	Estimated award decision date
February 9, 2021	Estimated Board Award

THE PROPOSAL – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set provided with the proposal.

FAX PROPOSALS – Facsimile copies of proposals will not be accepted for formal advertised RFPs.

DEFINITIONS – Responsible; a proposing party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being proposed. Responsive; a proposal which meets all of the specifications set forth in the request for proposals.

NAME AND NATURE OF PROPOSER'S LEGAL ENTITY – The respondent(s) shall specify in the proposal and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The proposal shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by the respondents prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful respondent shall not be relieved of the bid submitted without the District's consent or respondent's recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The respondent(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponse to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the response or respondent's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful respondent(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful respondent(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Purchasing Agent. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Purchasing Agent is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

BRAND NAME AND NUMBER – The respondent(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the respondent is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the respondent desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Purchasing Agent to be equal in all respects to that specified. If samples are requested by the Purchasing Agent for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful respondent(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the respondent(s) and accepted by the District. Materials or supplies which, in the opinion of the Purchasing Agent, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the respondent’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the respondent(s). In bidding, the respondent(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful respondent(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that respondent(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the respondent was placed in the mail prior to the opening of the bids.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the respondent(s) and the District and the respondent's acceptance of these Bid Instructions and Conditions.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful respondent(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

MATERIAL SAFETY DATA SHEETS – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY CONTRACTOR – The District shall hold the respondent(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions, listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful respondent(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the respondent, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the respondent. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the respondent, or deducted from any funds due the respondent.

INSURANCE – The successful respondent(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from respondent’s operations under the contract. Also, the respondent may be required to file proof of such insurance, naming SAN LEANDRO UNIFIED as an additional insured by separate endorsement as follows: The respondent is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the respondent(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful respondent(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to Accounts Payable, **1145 ALADDIN AVE, SAN LEANDRO, CA 94577, DISTRICT OFFICE , IT DEPARTMENT**. Invoices shall be submitted under the same firm name as shown on the bid. The successful respondent(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

- A. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

- B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

- C. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

- D. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

- E. **Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

- F. **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** – The successful respondent agrees to indemnify, defend and save harmless SAN LEANDRO UNIFIED, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the respondent or respondent's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- I. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Alameda COUNTY.
- J. **Permits and Licenses** – The successful respondent(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- K. **Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- L. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the respondent agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

- M. **Anti-discrimination** – It is the policy of the SAN LEANDRO UNIFIED Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the respondent agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful respondent(s) agrees to require like compliance by all subcontractors employed on the work by him.
- N. **Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.
- O. **Product Shortages** – If the successful respondent is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

BASIS OF SELECTION

1. Leased Lit Fiber, Leased Dark Fiber, or Services Provided Over Third-Party Networks

% Weight	Criteria
40%	E-rate eligible recurring and one-time costs¹
10%	Complete bid submission ²
10%	Ability to support requirements of this RFP ³
10%	Proposed contract terms and conditions ⁴
10%	Service reliability and dedicated infrastructure ⁵
10%	E-rate ineligible recurring or one-time costs ⁶
10%	Provider references ⁷

2. Category 1 Network Equipment

% Weight	Criteria
40%	E-rate eligible costs¹
20%	E-rate ineligible costs ⁶
20%	Compatibility with existing network infrastructure ⁸

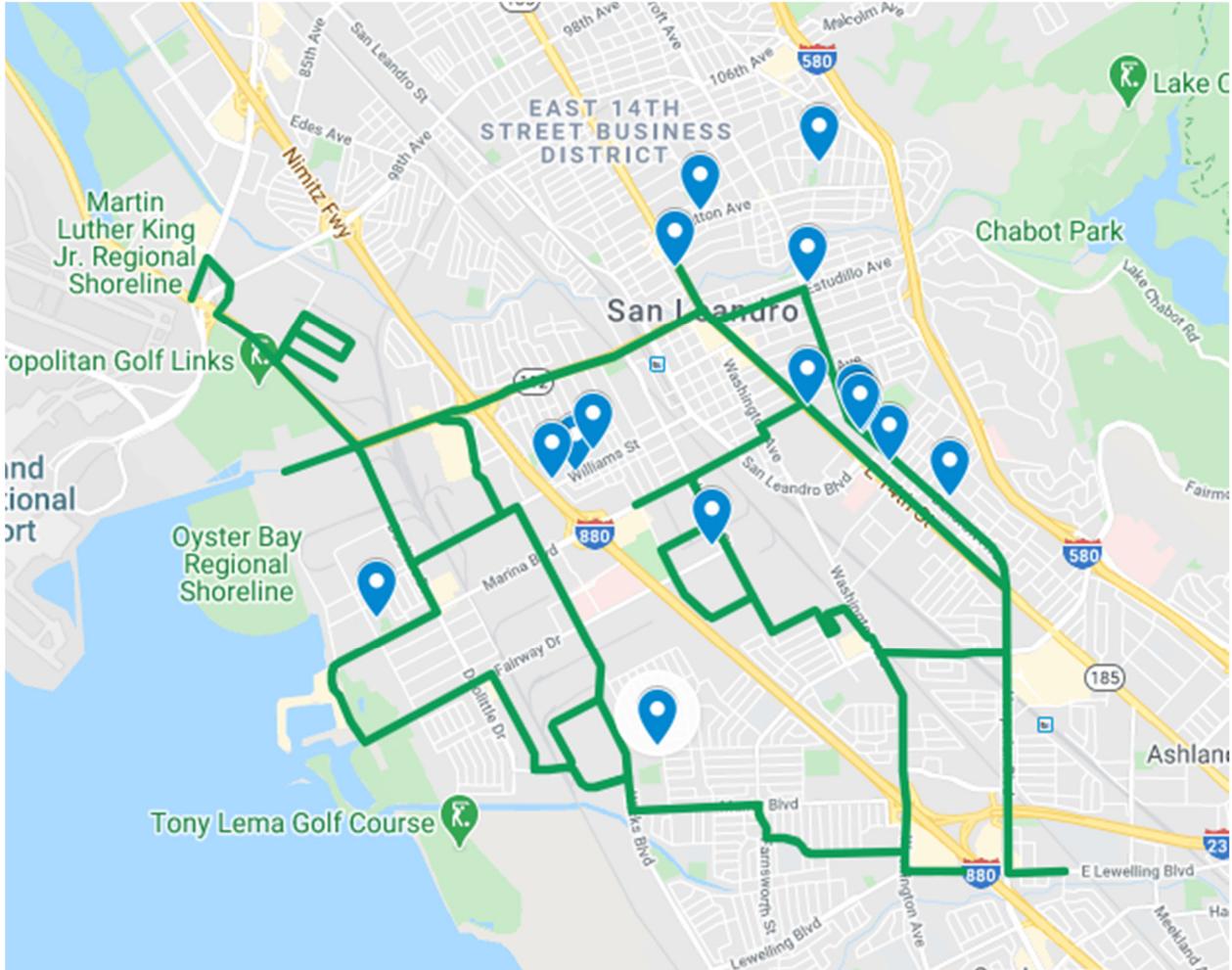
3. Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address Applicant’s requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
3. Ability to support requirements of this RFP: proposed solution clearly meets Applicant’s requirements and needs
4. Proposed contract terms and conditions: Proposed contract has flexibility and terms desired by Applicant

5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
7. Provider references: response included K12 references that were similar in size and scope
8. Compatibility with existing network infrastructure: proposed equipment is easily compatible with the existing equipment used by SLUSD

ATTACHMENT 1

Location of Termination Points and Pricing Sheet



SEE SPREADSHEET Attachment A

ATTACHMENT 2

PROPOSAL CONTENTS

1. **General Information/Instruction for Statement of Qualifications and Proposals**
 - 1.1. The District invites qualified Firms to submit a Statement of Qualifications and Proposal (together, “Proposal” or “Proposals”) related to its ability to provide the Services as indicated herein.
 - 1.2. **E-Rate Compliance.** Firms must make themselves thoroughly familiar with any rules or regulations set forth by the E-Rate Program.
 - 1.3. **Prior Relevant Experience.**
 - 1.3.1. Provide a list of ALL K-12 and Community College Districts for which Firm has provided the same or similar Services to in the past five (5) years. Limit your response to no more than the ten (10) most recent districts. Include the name(s) of the district(s), a description of services provided and the name of the contact person and telephone number at each district. Also, indicate the Firm’s personnel that performed services for each district.
 - 1.3.2. List other public entities that the Firm would like the District to consider in its evaluation. Include the name(s) of the entity(ies), a description of services provided and the name of the contact person and telephone number at each entity. Also, indicate the Firm’s personnel that performed services for each entity.
 - 1.3.3. List any private entities that the Firm would like the District to consider in its evaluation. Limit your responses to three (3) of the most recent entities. Include the (s) of the entity(ies), a description of services provided and the name of the contact person and telephone

number at each entity. Also, indicate the Firm's personnel that performed services for each entity.

- 1.4. Statement of Services.** Prepare a detailed Statement of Services that Firm is submitting in its Proposal.
 - 1.5. Compensation.** Provide Firm's proposed fee for performance of the Services as identified below:
 - 1.5.1. Equipment Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.2. Installation Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.3. Shipping Costs.** Provide a detailed breakdown of the costs for shipping. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.4. Taxes.** The District is subject to the State of California Sales and Use Tax. Proposal prices shall include a detailed breakdown of allowances for all taxes including but not limited to all Federal, State, and Local taxes. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.5. Professional Fees.** Provide a current fee schedule for the types of services that your Firm offers, include typical staffing expectations, professional fee schedules, and variations that the District could expect, if applicable.
 - 1.5.6. All Other Costs, Fees, Expenses, or Charges.** Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.6. Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm providing the Services to the District.
- 2. E-Rate Supplemental Terms and Conditions.** Firms must sign and submit the E-Rate Supplemental Terms and Condition form attached hereto as **Attachment 3**.

- 3. Additional Information.** Provide any additional information, options, or features related to Firm's program or its Services that Firm believes the District will find helpful in the District's evaluation and selection process.

ATTACHMENT 3

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 may be 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, 2021.
- 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 REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- 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 2021 funding year (July 1, 2021). 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: _____

ATTACHMENT A

Pricing Spreadsheet and Location of Termination Points