

# DIOCESE OF ORANGE

DEPARTMENT OF CATHOLIC SCHOOLS  
13280 Chapman Ave., Garden Grove, CA, 92840

Request for Proposal #2024.02

Wireless Network Upgrades

**Issue Date:** September 13, 2023  
**Bid Submittal Date/Time:** **Before November 17, 2023, 3:00 PM PST**  
(as reported by <https://www.time.gov/>)

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ORGANIZATION	Diocese of Orange, Department of Catholic Schools
PROJECT IDENTIFICATION	Wireless Network Upgrades
PROJECT NUMBER	RFP #2024.02
PROPOSALS DUE BY	November 17, 2023, 3:00 PM PST
SUBMIT PROPOSALS TO	RFP2024.02@DioceseOC.org

## Notice Calling for Requests for Proposals

**NOTICE IS HEREBY GIVEN** that Diocese of Orange, Department of Catholic Schools, hereinafter referred to as “Department of Catholic Schools” and “the District,” will receive up to, but no later than the above stated date and time, sealed Proposals for the Contract for the Work generally described as: **RFP#2024.02 Wireless Network Upgrades.**

### Estimated Timeline of Events:

Event	Date and Time
RFP advertisement	September 13, 2023
E-Rate Form 470	September 13, 2023
Last day to submit questions	October 9, 2023, 7:00 AM PST
<b>Proposal Submittal Date</b>	<b>November 17, 2023, 3:00 PM PST</b>
Committee Approval	December 1, 2023
Contract Signed	December 22, 2023
E-Rate Form 471	January 5, 2024

### Overview

The Diocese of Orange, Department of Catholic Schools, is seeking competitive proposals for Wireless Network Upgrades. In addition to issuing this Request for Proposals (RFP) and in conformity with the FCC Schools and Library Division (SLD), “Universal Service Fund” (also known as E-Rate funding), Department of Catholic Schools will post a Form 470 to seek E-Rate discounts for the services sought by this RFP. The Form 470 will be posted on **September 13, 2023.**

The Diocese of Orange, located in Orange County, in the state of California, serves a student population numbering approximately **17,000** in grades kindergarten through twelfth grade. Currently the Diocese has **37 school sites: 31 kindergartens through eighth grade schools and six high schools.**

The primary point of contact for this RFP is Neil Kessler, Director of Information Technology. Proposals in response to this **RFP are due by 3:00 PM (Pacific Standard Time as reported by <https://www.time.gov/>) on November 17, 2023**, at the Diocese of Orange, Department of Catholic Schools. Respondents are required to digitally submit one (1) digital original of the proposal to the Department of Catholic Schools. The original must be clearly labeled and include the: Bidder Name, Address, Phone number, as well as the RFP number.

## Inquiries and Clarifications

This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Project and Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the Department of Catholic Schools in writing no later than **October 9, 2023, 7:00 AM**. The Department of Catholic Schools will respond at its earliest possible opportunity. Verbal communication by either party regarding this matter is invalid. NO PHONE CALLS WILL BE ACCEPTED. Inquiries shall be made by email to [RFP2024.02@DioceseOC.org](mailto:RFP2024.02@DioceseOC.org).

## Scope of Work

The Bidder will include in their proposal, all costs necessary to provide the equipment requested in this RFP. The Department of Catholic Schools prefers the equipment specified but will review other options. Bidder must include documentation which establishes technical equivalency. The successful bidder will include in their bid price, at a minimum, the following:

Cisco Meraki Model Number	Quantity
MR46-HW	400
LIC-ENT-5YR	400
MR46E-HW	30
LIC-ENT-5YR	30
MR56-HW	30
LIC-ENT-5YR	30
MR86-HW	30
LIC-ENT-5YR	30
MS120-24P-HW	60
LIC-MS120-24P-5YR	60
MS120-8LP-HW	30
LIC-MS120-8LP-5YR	30
MS120-48LP-HW	25
LIC-MS120-48LP-5YR	25
MS125-24P-HW	5
LIC-MS125-24P-5YR	5
MS125-48LP-HW	5
LIC-MS125-48LP-5YR	5
MS210-24P-HW	2
LIC-MS210-24P-5YR	2
MS210-48FP-HW	5
LIC-MS210-48FP-5YR	5
MS210-48LP-HW	20
LIC-MS210-48LP-5YR	20
MS225-24P-HW	6
LIC-MS225-24P-5YR	6
MS225-48LP-HW	6
LIC-MS225-48LP-5YR	6
MS250-48LP-HW	8
LIC-MS250-48LP-5YR	8

<b>Cisco Meraki Model Number</b>	<b>Quantity</b>
MX105-HW	10
LIC-MX105-SEC-5Y	10
MX250-HW	5
LIC-MX250-SEC-5Y	5
MX450-HW	1
LIC-MX450-SEC-5Y	1
MX95-HW	15
LIC-MX95-SEC-5Y	15

All proposals which are highly equivalent to or exceed specifications of the equipment specified above will be considered. Installation and implementation are not part of this RFP.

Equipment will be drop shipped to:

Neil Kessler  
 Director of Information Technology  
 Diocese of Orange  
 13280 Chapman Ave.  
 Garden Grove, CA 92840

**Terms and Conditions**

**Bid Acceptance**

No bid will be accepted from, or a contract awarded to a bidder who:

- Is not licensed in accordance with the law.
- Does not hold a license qualifying them to perform work under this contract in the state of California.
- Does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC.
- Has not successfully performed on projects of similar character and scope to the proposed work.

**No Withdrawal of Proposals**

No Bidder shall withdraw its Proposal for a period of **one hundred eighty (180) days** after the award of the Contract by the Department of Catholic Schools. During this time, all Bidders shall guarantee prices quoted in their respective Proposals, and as it relates to E-Rate parameters.

**Waiver of Irregularities**

The Department of Catholic Schools reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

**Use of Department of Catholic Schools Documents**

Proposals must be submitted in the format provided by the Department of Catholic Schools. No alteration to the Department of Catholic Schools forms will be permitted, including substitutions, additions, deletions, or interlineations without the written consent of the Department of Catholic Schools, which may be given or withheld in its sole and absolute discretion. Reproduction of Department of Catholic Schools

documents is permitted, so long as reproduced copies are identical in size, format and content as the forms prepared by the Department of Catholic Schools. Any proposal submitted in altered form may result in rejection of such proposal at the discretion of the Department of Catholic Schools.

### **E-rate Requirements**

The project is 100% contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. The Department of Catholic Schools may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the Department of Catholic Schools. Bidders wishing to bid may do so solely at their own risk. The Department of Catholic Schools is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each bidder agrees to bear all its own costs, fees, expenses, and losses, of any and all kind, should the Department of Catholic Schools cancel the project.

### **Agreement Documents**

The proposal must include a Network Upgrade Purchase Agreement, which will be subject to the Department of Catholic Schools' acceptance after Department of Catholic Schools legal review. The Department of Catholic Schools reserves the right to reject or revise any submitted agreement. The Department of Catholic Schools also reserves the right to select any proposal which the Department of Catholic Schools believes is in the best interest of the Department of Catholic Schools, which may not provide the lowest price(s) submitted.

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:

- Funding approval by the SLD.
- Approved funded amount equal to the funding amount as requested on the Form 471.
- A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.
- Certified Form 486 and a written "Notice to Proceed" from the Owner to initiate service.
- Approval from the Diocese of Orange, Department of Catholic Schools.

The Department of Catholic Schools intends to use the Service Provider's supplied agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must include all the provisions mentioned in this RFP for the Service Provider's proposal to be considered responsive.

The Department of Catholic Schools requests a five year agreement within the terms of the purchase contract/agreement.

The contract can be terminated if, after three written notifications providing 14 days after each notification for resolution, an issue has not been satisfactorily resolved.

### **Inspection of Documents**

Each Bidder receiving forms prepared by the Department of Catholic Schools is responsible for inspection of Department of Catholic Schools documents for missing or illegible pages or other indication of incomplete information provided to the Service Provider.

The failure or neglect of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Receipt of addenda to the proposal documents by a Bidder must be acknowledged on the proposal before the time proposals are due.

### **Proposal Content and Format**

In addition to returning the mandatory forms the Service Provider should submit one (1) digital copy of the proposal following the guidelines listed below:

#### ***Narrative***

The bidder will include with their proposal a written narrative, detailing the means, methods, and transport mediums, of the proposed equipment offering. The Proposal Narrative shall not exceed 12 pages (page limit excludes RFP Forms and/or copies of the bidder's contracts and warranty agreements). The proposal narrative shall include at a minimum:

- i. A brief description of the bidder, their history in the marketplace and with the Erate Program.
- ii. A description of the bidder's billing process, including accounting for funds related to the Erate program.
- iii. A statement, if applicable, that clearly addresses any conflict or inability on the part of the Bidder to meet the specified service and/or terms and conditions specified in this document. Such a statement will not automatically disqualify Bidder from the evaluation process.

#### ***Pricing Procedure***

The bidder shall submit their price on the provided "Pricing Sheet". If the bidder wishes to propose "alternate" pricing and/or product options, they may do so only in addition to supplying a "Pricing Sheet" for the requested service. Any "alternate" pricing and/or product options must be attached with clear, detailed information.

#### ***Pricing Sheet***

Bidder will itemize their bid price on the provided Pricing Sheet. A spreadsheet (xlsx file), will be provided as the Pricing Sheet. Pricing provided by the bidder on the Pricing Sheet must conform to the supplied format otherwise, the proposal will be deemed non-responsive.

#### ***References***

Bidder shall also include a minimum of five (5) references, preferably from K-12 schools, that demonstrate their ability to provide the services requested in this RFP. References should include a failure report from the last year for similar-sized local customers.

#### ***Corporate Profile***

This section should include an overview of the company's history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

#### ***Mandatory Forms (Certificates and Certification Documents)***

This section should include the following required forms contained in this RFP document.

- Purchase Agreement (supplied by Service Provider)
- E-Rate Supplemental Terms and Conditions

### **Evaluation and Award of Contract**

The Contract for the Work, if awarded, will be by action of the Department of Catholic Schools to the Bidder that meets the qualifications established by the RFP documents.

The award of a contract, if made by the Department of Catholic Schools, will be based on the Department of Catholic Schools' assessment of qualifications and desirability of the Service Providers.

Written proposals will be initially screened for completeness. All data and information in the written proposal will be subject to verification. Proposals that are not materially complete, in the Department of Catholic Schools' discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria:

Criteria	Weight
E-rate Eligible Price	40%
E-rate Ineligible Price	20%
Accuracy of the Bid compared to requested specifications	15%
Experience with Diocese	15%
Experience with E-rate	10%

### **Rejection of Proposal and Waiver of Irregularities**

The Department of Catholic Schools reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The Department of Catholic Schools also reserves the right to select any proposal, which the Department of Catholic Schools believes is in the best interest of the Department of Catholic Schools that may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the Department of Catholic Schools may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the Department of Catholic Schools will enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

### **Erasures or Corrections to Entries**

The proposal documents submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the Department of Catholic Schools.

### **Withdrawal or Amendment of Submitted Proposal**

Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the Department of Catholic Schools prior to the scheduled time for opening of proposals.



No amendment, addendum or modification will be accepted after the proposal has been submitted to the Department of Catholic Schools. 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 Department of Catholic Schools prior to the time for opening of proposals.

No Service Provider may submit more than one proposal.

After the scheduled time for opening of proposals, these proposals may not be withdrawn for one hundred eighty (180) days.

### **Obtaining Information**

Outside sources. The Department of Catholic Schools reserves the right to obtain from any and all sources, information concerning a Service Provider which the Department of Catholic Schools deems to be pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.

### **Proposal Costs**

The Department of Catholic Schools shall not be liable for any cost incurred by a Service Provider in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

### **Proposal Disclosure**

All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the Department of Catholic Schools and the apparent successful Service Provider; thereafter the proposals shall be deemed public records. In the event that a Service Provider desires to have portions of its proposal remain confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

The Department of Catholic Schools will consider a Service Provider's request(s) for confidentiality; however, the Department of Catholic Schools will not be bound by the assertion that a page contains confidential material. An assertion by a Service Provider that an entire volume of its proposal is confidential will not be honored. The Department of Catholic Schools reserves the right to disclose all information in the proposal, even if the Service Provider requests that it remain confidential, if the Department of Catholic Schools determines that disclosure is not prohibited by law or court order.

Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the Department of Catholic Schools, or any employee, agent, or other representative of the Department of Catholic Schools, unless specifically allowed to do so in the Request for Proposal or in writing by the Department of Catholic Schools for the purposes of clarification and evaluation.

Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the Department of Catholic Schools which may be given or withheld in its sole and absolute discretion and then only in cooperation with the Department of Catholic Schools.

**Data**

The Department of Catholic Schools provides information herein to assist Bidders in formulating their proposals. Although the Department of Catholic Schools is providing this information in good faith, the Department of Catholic Schools makes no warranty or representation about its accuracy, and the Department of Catholic Schools does not intend any Bidder to rely solely on the accuracy of the information in submitting their proposal.

**Failure to Bid**

If you do not bid on any line item, please mark “no bid” in the space provided and sign it and return the bid, otherwise your name may be removed from the proposal list.

**Patents**

The Bidder shall hold the Department of Catholic Schools, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

**Signatures**

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

**Cancellation for Insufficient, Non-Appropriated Funds or site closures**

The Bidder hereby agrees and acknowledges that monies utilized by the Department of Catholic Schools to purchase the services listed in this proposal are funds from tuition and contributions, the Federal Government under the E-Rate program, or acquired by the Department of Catholic Schools from similar public sources and is subject to variation. The Department of Catholic Schools fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds. The Department of Catholic Schools retains options for removal of sites due to closures or re-organization requirements as deemed necessary by the diocese. The diocese will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the diocese.

**Payment**

The Department of Catholic Schools prefers the SPI method of invoicing and that should only be responsible for paying the applicant share.

Bidders are advised to thoroughly familiarize themselves with the payment provisions of the E-Rate program. Payment will be made 30-days after the following:

- Receipt of an invoice for the correct and agreed upon amount
- Confirmation of delivery of equipment and licenses

**Technology Clause**

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for proposal seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the proposal, to be included under the general umbrella of

compatible product lines and are thus specifically included in this proposal.

The Department of Catholic Schools prefers Cisco Meraki equipment. In the event that a vendor submits alternative equipment, the vendor must supply technical documentation which establishes equivalency. Should the substituted equipment not be compatible with the existing Cisco Meraki network equipment already in place, the Department of Catholic Schools reserves the right to disqualify the bid.

**Limitation on Expansion of Services**

Following approval of the best value proposal, the successful Bidder may not alter the proposed pricing without the prior written permission of the awarding agency.

**END OF SECTION**

## 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, 2024.
- 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**

#### **Early Funding Conditions**

##### **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:** \_\_\_\_\_