

WESTSIDE UNION SCHOOL DISTRICT

Westside USD WAN RFP

**WIDE AREA NETWORK
DIGITAL TRANSMISSION SERVICES**

**Advertisement Dates: December 16, 2022
December 23, 2022**

WESTSIDE UNION SCHOOL DISTRICT
REQUEST FOR PROPOSAL

Opening Date and Time: 2:00 pm PST January 30, 2023.

Westside Union School District will accept proposals for Westside USD WAN RFP.

The proposals must be received in the Westside Union School District Purchasing Office prior to 2:00 pm PST on January 30, 2023, in a sealed envelope labeled with the proposal title. Proposals will be opened at above time and date. Proposals received after the above stated time will be returned to bidder unopened.

Proposals must be signed. A copy of the request for proposal is available at www.westside.k12.ca.us.

Vendors may walk the sites in order to inspect entrance facilities – Demarc to MPOE. Site walks are available upon appointment. To make a site walk appointment email bidinfo@westside.k12.ca.us. All site walks must take place prior to Wednesday, January 11, 2023.

Requests for Information (RFIs) must be submitted to the district via email at bidinfo@westside.k12.ca.us no later than Monday, January 16, 2023 at 10:00 AM PST. District will post responses on the district website listed below by Wednesday, January 18, 2023.

The Board of Trustees of the Westside Union School District reserves the right to accept or reject any and all proposals, to waive any irregularities in the proposals, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

Board of Trustees
Westside Union School District

Publish December 16, 2022 and December 23, 2022

PROJECT BACKGROUND

The DISTRICT (WUSD) has an on-going strategic plan which includes telecommunication services, connectivity, and support. WUSD's technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. The District is seeking to leverage its investment in these areas to achieve maximum operating efficiencies and cost savings.

PROJECT GOALS

The DISTRICT (WUSD) is seeking telecommunication providers that are able to meet its data telecommunication needs. The present system utilizes various levels and types of services at multiple locations. Attached Appendix A provides a listing of all facilities.

QUALIFICATIONS

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

	Yes/No
<p>1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.</p>	
Please elaborate:	
<p>2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?</p>	
Please elaborate:	
<p>3. Can your company ensure WUSD 99.95% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?</p>	
Please elaborate:	
<p>4. Is your company able to provide, at no additional charge, immediate notification to WUSD network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within WUSD?</p>	
Please elaborate:	
<p>5. Please provide the process for WUSD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.</p>	

Please elaborate:	
6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
7. Your company will provide a non-performance policy with WUSD which provides WUSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within WUSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.	
Please elaborate:	
8. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	
Please elaborate:	
9. Does your company agree that WUSD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

VENDOR SELECTION MATRIX

Cost of Eligible Goods and Services	25%
Service History/References	20%
E-Rate Ineligible Costs	5%
Experience	20%
Understanding District Needs	10%
Service Location	20%
Total	100%

TRANSITION PLAN

As the cut-over date for any new carrier is July 1, 2023, WUSD requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the WUSD transition team. The transition plan is to outline the expectations the supplier team would have of WUSD and the information or task WUSD is to provide the supplier and the date any information or task would be required.

WUSD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with WUSD for the installation and use of such facilities and services. Service Provider shall indemnify WUSD and its trustees and employees against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

Customer Requirements

- Wide Area Network Digital Transmission Services: Please provide quotes for the following bandwidth:
 - 5 Gbps
 - 10 Gbps
 - 25 Gbps
- Internal routing scheme cannot be changed
- A mesh network design, with each school site connected to all other sites on a private WAN.
- Option for growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by the District
- Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. The District 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 District.
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to WUSD. All vendor equipment installed shall be under repair maintenance at no cost to WUSD for the life of the contract agreement.
- **Final contract must include verbiage to increase the speeds for WAN must include pricing for speed increments, and must also include the options for extension as requested below.**

Information Requested

- Proposed solution pricing
 - Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and the in the Data Center at the District Office shall be determined by WUSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.
- MRC for initial contract month term as well as MRC starting with contract renewal term.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.
- District is requesting a 3-year contract with (2) optional one time extensions.

Instructions to Vendors

General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

Site Walks (optional)

Vendors may walk the sites in order to inspect entrance facilities – Demarc to MPOE. Site walks are available upon appointment. To make a site walk appointment email bidinfo@westside.k12.ca.us. All site walks must take place prior to Wednesday, January 11, 2023.

Installation Timeline

No billing can take place prior to July 1, 2023, though start up work can begin as early as January 1, 2023 in order to meet this deadline and maintain compliance with the E-Rate Program rules.

Deadline for RFP Submittal

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material is the responsibility of the VENDOR and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Vendor Qualifications

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP. The vendor shall provide three (3) K-12 references consisting of similar work and scope.

Request for Proposal Submission Requirements

All responses to this RFP must be submitted in hard copy form (no email or other electronic submission), no later than 2:00 pm PST on January 30, 2023 and clearly marked "Westside USD WAN RFP," delivered to:

Westside Union School District
Purchasing Office
41914 50th Street West
Quartz Hill, CA 93536

Requests for Information (RFIs) must be submitted to the district via email at bidinfo@westside.k12.ca.us no later than Monday, January 16, 2023 at 10:00 AM PST. District will post responses on the district website listed by Wednesday, January 18, 2023.

All submissions meeting the deadline requirement is the property of WUSD and will not be returned. All information submitted in the proposals will be kept confidential and accessed only by those employees of the DISTRICT reviewing the proposals.

The content and sequence of the proposal will be as follows:

1. Cover Letter/Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. Vendor References and Responsibility
5. Designation of Subcontractors
6. Bid Bond
7. Non-Collusion
8. Cost Proposal Form (xls)
9. E-Rate Terms and Conditions

References

Before awarding any contract, the DISTRICT reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical, and other qualifications as well as relevant experience and skills of the vendor.

PAYMENT AND FUNDING

The District intends to partially fund the services contemplated herein by leveraging the federal E-Rate program. Vendors should be familiar with and compliant with all applicable federal E-Rate policies. Bids from vendors that are not E-Rate eligible will not be considered for this RFP. Vendors must provide a response to this RFP that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status. The successful bidder also must abide by the requirements for vendors under the E-rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The bidder must identify and separate any costs that are associated with non E-Rate eligible entities and services as identified in the scope of work herein.

In addition, the Wide Area Network (WAN) high speed telecommunications services must also be eligible for, and receive, the applicable discounts funded through the California Teleconnect Fund (CTF) which is administered by the California Public Utilities Commission (CPUC). In accordance to CPUC resolution T-16763 all E-Rate program discounts must be posted via the Service Provider Invoice Form 474. The District will not file a Billed Entity Applicant Reimbursement Form 472 for applicable E-Rate discounts.

VENDOR COMPANY DATA
(Must be submitted with proposal)

The Bidder shall furnish all the following information accurately and completely. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its owners, officers, directors, shareholders, parties or principals. District has discretion to request additional information.

(1) Firm name and address:

(2) Telephone:

(3) Type of firm: (check one)

Individual _____ Partnership _____ Corporation _____

(4) License No.: _____ Class: _____

Name of license holder _____

(5) Have you or any of your principals ever been licensed under a different name or different license number? (Response must include information pertaining to principals, association outside of the firm bidding this Project). _____ If yes, give name and license number.

(6) Names and titles of all principles of the firm:

(7) Number of years as a contractor in this type of work: _____

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

(Must be submitted with proposal)

1. The District expressly reserves the right to reject the proposal of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

3. EXAMPLE: Your references should be listed in the following format (facts are example only)
 - (a) Work for X Y Z Unified school District
 - (b) Phone # (222) 123-4567
 - (c) 999 Holly Drive, L.A., CA 92000
 - (d) Contact: J.Q. Jones III at above #

Reference: #1

District or Entity: _____ Phone #: _____

Address:

Name of Contact: _____

Reference: #2

District or Entity: _____ Phone #: _____

Address:

Name of Contact: _____

Reference: #3

District or Entity: _____ Phone #: _____

Address:

Name of Contact: _____

Reference: #4

District or Entity: _____ Phone #: _____

Address:

Name of Contact: _____

Reference: #5

District or Entity: _____ Phone #: _____

Address:

Name of Contact: _____

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder

Representative:

Address:

Phone:

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Lake Elsinore Unified School District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of

_____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

NON-COLLUSION DECLARATION
(Must be submitted with proposal)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

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

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). 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
WESTSIDE UNION SCHOOL DISTRICT LOCATIONS

Anaverde Hills

2902 Greenbrier Street Palmdale, CA 93551

Cottonwood

2740 W. Ave P-8 Palmdale, CA 93551

Del Sur

9023 W. Ave H Lancaster, CA 93536

Esperanza

40521 35th Str West Palmdale, CA 93551

Gregg Anderson

5151 W. Ave N-8 Palmdale, CA 93551

Hillview MS

40525 Peonza Lane Palmdale, CA 93551

Joe Walker MS

5632 W. Ave L-8 Quartz Hill, CA 93536

Leona Valley

9063 W. Leona Ave Leona Valley, CA 93551

Sundown

6151 W. Ave J-8 Lancaster, CA 93536

Valley View

3310 W. Ave L-8 Lancaster, CA 93536

District Office (home of network operation & ISP connection)

41914 50th Street West Quartz Hill, CA 93536

IT Center

46809 N. 70th Street West Lancaster, CA 93536