E-RATE YEAR 2027 RFP
Woodland Joint Unified School District
Network Equipment

Release Date: November 4, 2026

Woodland Joint Unified School District is seeking proposals for the upcoming Year 2026 round of E-Rate. The District is seeking proposals:

Service Provider Criteria and Contract Requirements

Woodland J.U.S.D. wishes to take advantage of E-Rate funding discounts.

The successful bidder(s) will be responsible for participating in the Federal E-Rate program.

In addition, the District may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The District will pay the vendor using District funds for these purchases.

Prices must be held firm for the duration of the E-Rate Year 2027 fiscal year ending September 30, 2028, or until the end of the resulting contract. ***Proposals must clearly identify costs associated with items/services that are not eligible for the E-Rate discount.***

These projects and services depend on partial funding from the E-Rate program.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- The vendor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted
- ***The vendor is responsible for providing an FCC Registration Number (FRN) with their proposal.***
- All work is subject to the 100% approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996.
- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD.

The District reserves the right to award for some, all, or none of the products and/or services sought herein. In addition, the District reserves the right to proceed with project or purchase or not to, regardless of E-Rate approval.

Schedule of Events

RFP posted: November 04, 2026
Final Day to Submit Questions: 4:00 p.m. on November 20, 2026
Final day to respond to RFP: 4:00 p.m. on December 02, 2026
Selection: Prior to February 1, 2027
Contracts must be signed prior to March 1, 2027
File Form 471: Prior to March 15, 2027
Within one (1) week of award, the awarded Service Provider must provide the District a total bill of materials and breakdown by school sites 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.

All proposals are to contain costs for taxes and shipping as separate items. Items not eligible for E-Rate discount must be clearly identified. Items partially eligible for E-Rate discount must be clearly identified, including what percentage is eligible. **Please provide a separate cost breakdown for each part as identified by the Bill of Materials below.**

Proposals must be submitted via e-mail by December 02, 2026, by 4:00 p.m. to:

e-rate@wjusd.org

Late proposals will not be accepted.

Proposal Evaluation

It is anticipated that an award will be made to the provider(s) whose proposal is determined to be in the overall best interest of the District. The main evaluation considerations are listed in the table below.

No.	Factor	Total Points Available
1	Cost of eligible goods and services	50
2	Cost of ineligible goods and services	25
3	Vendor quote meets the district's minimum specifications	15
4	Experience with district and/or reference checks from other K-12 districts	10
	Total Points	**100**

SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled as follows for each respective part:

   Woodland JUSD Y27-28 Network Equipment

   It is the sole responsibility of the bidder to see that his proposal is received in proper time as stated in the Schedule of Events. Any proposal received after the scheduled closing time for receipt of proposals will be rejected. Incomplete proposals will be rejected. Proposals **must** be in response to the specific scope of this solicitation. Offers including a generic listing of services beyond the scope of this project and/or encyclopedic price lists will be rejected. SPAM and/or robotic responses will not be considered valid responses and will be rejected.
2. **QUESTIONS RELATED TO THE RFP:** Questions - All requests for information (RFI) should be made via e-mail to the WJUSD Technology Department at e-rate@wjusd.org. Be aware that all questions and responses will be posted on the E-Rate Productivity Center (EPC) website.
3. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
4. **ERASURES**: The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the proposal.
5. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver and complete an integrated system, which may include the use of Woodland Joint Unified School District-owned existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
6. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. Woodland Joint Unified School District is not exempt from California State sales and use taxes. Woodland Joint Unified School District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
7. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In the case a proposal is submitted by a corporation, a duly authorized officer or agent thereof must sign it in the name of such corporation.
8. **ERROR IN PROPOSAL:** Any claim by the bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal opening, and, having done so, no bidder will be permitted to resubmit a proposal.
9. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal either personally, by written request, e-mail, fax, or by telegraphic request confirmed in the manner specified in Section 13 above prior to the scheduled closing time for receipt of proposals. All proposals received by Woodland Joint Unified School District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
10. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the Woodland Joint Unified School District, or who is a defaulter as surety, contractor or otherwise.
11. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence

showing the bidder's financial resources, his experience, and organization available for the performance of the contract.

12. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Trustees reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without the written approval of the District.
13. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with Woodland Joint Unified School District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
14. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
15. **BRANDS:** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
16. **SAMPLES**: Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item would not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted should be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District. Samples will be returned to the Bidder after testing is complete.
17. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
18. **ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Trustees. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
19. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
20. **DELIVERY**: All items shall be delivered in quantities specified in the contract F.O.B., at the points within the Woodland Joint Unified School District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. The Bidder or his surety, as described in this paragraph, shall pay any additional cost or expense incurred by the District, in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder.
21. **INSPECTION OF ITEMS FURNISHED**: All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery, which do not meet specifications, may be deducted from the contract price.

22. **INABILITY TO PERFORM**: In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
    - The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts, which show the condition, which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
    - The District may cancel the contract or purchase order, entirely or in part.
    - The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instructions.
23. **WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be free from all defects in material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
24. **EQUAL OPPORTUNITY EMPLOYMENT**: Bidder, in submitting his proposal, certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
25. No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all the facts and circumstances.
26. **ARBITRATION:** All claims of $375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
27. **E-RATE PARTICIPATION:** Woodland Joint Unified School District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E- Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
28. **SPIN:** Each vendor providing services to Woodland Joint Unified School District, as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Corporation can be reached online at: https://www.usac.org/e-rate/service-providers/

SCOPE OF WORK

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equivalent," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to the equality of any material, process or article shall rest with the service provider. Service Provider shall submit a request together with substantiating data for the substitution of any "or equivalent" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equivalent" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equivalent" components must not void or be supported by a corresponding manufacturer's warranty.

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

All equipment must include a minimum of one (1) year of "8x5 Next Business Day" (or equivalent) hardware support unless otherwise stated below. A manufacturer's multi-year warranty for a period of up to five (5) years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

The successful award of this bid by the District must remain valid for at least one (1) year from the District award. The District retains the right to terminate the agreements annually without penalty or cost to the District.

Bid prices must remain firm from April 1, 2027, through September 30, 2028, with the exception of price decreases. The District reserves the right to extend the intent to purchase for additional annual term(s) through September 30, 2028.

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance, and yet be similar. This RFP seeks to address the rapid advances in technology by allowing functionally similar or identical equipment introduced in the future during the length of the contract. These items may be accepted at the sole discretion of WJUSD for existing line items of compatible product lines included in this RFP. No change in the products and/or services specified in this document order will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution

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.

The District is seeking 2 quote options; the District intends to evaluate both options and award only one.

Bill of Materials - Option A (This RFP is for Hardware and licenses only; no installation is necessary.**)**

Hardware		
E-Rate eligibility for all line items must be clearly identified in proposals		
Part Number	QTY	Description
Wireless		
CW9176I-MR-RTG	371	Meraki CW9176I-MR 4x4:4 WiFI 7 Access Point (or equivalent)
CW9172-MR-RTG	42	Meraki CW9172I-MR 2x2:2 WiFI 7 Access Point (or equivalent)
MR78-HW	7	Meraki MR78 2x2:2 WiFi 6 Outdoor Access Point (or equivalent)
CW9172H-MR-RTG	70	Meraki CW9172H-MR 2x2:2 WiFI 7 Access Point (or equivalent)
Switching		
C9350-NM-8Y-M	10	Catalyst 9350 Series 8x 25G/10G/1G Network Module (or equivalent)
C9350-24Y-M	1	Cisco Catalyst 9350 24 Port SFP+ 1/10/25 Gb switch (or equivalent)
C9350-24HM-M	2	Cisco Catalyst 9350 24 Port UPOE mGig switch (or equivalent)
C9350-48HM-M	7	Cisco Catalyst 9350 48 Port UPOE mGig switch (or equivalent)
MS150-24MP-4X	44	Meraki MS150 Switch 24-port UPOE, 8 mGig+16 GbE, 4x10G fixed uplink (or equivalent)
MS150-48MP-4X	34	Meraki MS150 Switch 48-port UPOE, 12 mGig+36 GbE 4x10G fixed uplink (or equivalent)
MS130-12X	14	Meraki MS130 12-port Switch, 4 mGig + 8 GbE with 2x 10G fixed uplinks (or equivalent)
C9300L-48UXG-4X-M	3	Cisco Catalyst 9300 48 Port UPOE mGig switch + 4x10G fixed uplink (or equivalent)
Other		
BC1500RT1ULNC	127	Tripplite 1500va Lithium-ion UPS (or equivalent)
N/A	60	Box/Spool of 1000’ of Cat 6A riser cable, Non-plenum, Unshielded, Blue, less than 0.25” cable diameter (or equivalent)

License Renewal		
The District is seeking to renew the current Meraki Co-Term license structure with a 5-year term (or equivalent). The proposed new license counts are below. The quantities below include the new hardware requested in the Bill of Materials above. The licenses listed at non-eligible sites need to be separated from the eligible licenses and priced out separately.		
E-Rate eligibility for all line items must be clearly identified in proposals. License Expiration date: 8/26/2027.		
License Type	Proposed Device Count	Notes (Cost out separately)
MR Enterprise-5 Year (or equivalent)	816	Includes 38 Licenses located at E-Rate-ineligible sites
LIC-C9300-24E-5Y (or equivalent)	7	
LIC-C9300-48E-5Y (or equivalent)	8	2 licenses located at an E-Rate-ineligible site
LIC-C9350-24E-5Y (or equivalent)	3	

LIC-C9350-48E-5Y (or equivalent)	7	
LIC-MS150-24-5Y (or equivalent)	62	
LIC-MS150-48-5Y (or equivalent)	61	5 licenses located at E-Rate-ineligible sites
LIC-MS130-CMPT-5Y (or equivalent)	23	2 licenses located at an E-Rate-ineligible site
LIC-MS225-48-5Y (or equivalent)	5	4 licenses located at E-Rate-ineligible sites
LIC-MS120-8FP-5Y (or equivalent)	2	1 license located at an E-Rate-ineligible site

Bill of Materials - Option B (This RFP is for Hardware and licenses only; no installation is necessary.**)**

Hardware		
E-Rate eligibility for all line items must be clearly identified in proposals		
Part Number	QTY	Description
Switching		
C9350-NM-8Y-M	10	Catalyst 9350 Series 8x 25G/10G/1G Network Module (or equivalent)
C9350-24Y-M	1	Cisco Catalyst 9350 24 Port SFP+ 1/10/25 Gb switch (or equivalent)
C9350-24HM-M	2	Cisco Catalyst 9350 24 Port UPOE mGig switch (or equivalent)
C9350-48HM-M	7	Cisco Catalyst 9350 48 Port UPOE mGig switch (or equivalent)
MS150-24MP-4X	44	Meraki MS150 Switch 24-port UPOE, 8 mGig+16 GbE, 4x10G fixed uplink (or equivalent)
MS150-48MP-4X	34	Meraki MS150 Switch 48-port UPOE, 12 mGig+36 GbE 4x10G fixed uplink (or equivalent)
MS130-12X	14	Meraki MS130 12-port Switch, 4 mGig + 8 GbE with 2x 10G fixed uplinks (or equivalent)
C9300L-48UXG-4X-M	3	Cisco Catalyst 9300 48 Port UPOE mGig switch + 4x10G fixed uplink (or equivalent)
Other		
BC1500RT1ULNC	10	Tripplite 1500va Lithium-ion UPS (or equivalent)
N/A	60	Box/Spool of 1000' of Cat 6A riser cable, Non-plenum, Unshielded, Blue, less than 0.25" cable diameter (or equivalent)

License Renewal		
The District is seeking to renew the current Meraki Co-Term license structure with a 5-year term (or equivalent). The proposed new license counts are below. The quantities below include the new hardware requested in the Bill of Materials above. The licenses listed at non-eligible sites need to be separated from the eligible licenses and priced out separately.		
E-Rate eligibility for all line items must be clearly identified in proposals. License Expiration date: 8/26/2027.		
License Type	Proposed Device Count	Notes (Cost out separately)
MR Enterprise-5 Year (or equivalent)	816	Includes 38 Licenses located at E-Rate-ineligible sites
LIC-C9300-24E-5Y (or equivalent)	7	
LIC-C9300-48E-5Y (or equivalent)	8	2 licenses located at an E-Rate-ineligible site
LIC-C9350-24E-5Y (or equivalent)	3	
LIC-C9350-48E-5Y (or equivalent)	7	
LIC-MS150-24-5Y (or equivalent)	62	
LIC-MS150-48-5Y (or equivalent)	61	5 licenses located at E-Rate-ineligible sites

LIC-MS130-CMPT-5Y (or equivalent)	23	2 licenses located at an E-Rate-ineligible site
LIC-MS225-48-5Y (or equivalent)	5	4 licenses located at E-Rate-ineligible sites
LIC-MS120-8FP-5Y (or equivalent)	2	1 license located at an E-Rate-ineligible site

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 ("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 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 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

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, 2027.

f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as “E-Rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.

h. **For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**

i. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC: https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See https://www.usac.org/about/reports-orders/supply-chain/. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See https://www.fcc.gov/supplychain for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: https://www.usac.org/about/reports-orders/supply-chain/.

e. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-Rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). 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/ Category 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 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: _____