

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal response.

1) E-RATE CONTINGENCY CLAUSE

The project herein may be contingent upon approval of funding from USAC Schools and Libraries Program, otherwise known as E-rate. Even after services are awarded and/or E-rate funding approval is obtained, District may or may not proceed with project, in whole or in part. Execution of project, in whole or in part, is solely at discretion of District.

2) SERVICE PROVIDER REQUIREMENTS

District expects Service Providers to make themselves thoroughly familiar with all rules and/or regulations regarding the E-rate program. For more information E-rate program rules or subjects discussed in this document, go to USAC website at <https://www.usac.org/e-rate/> for more details.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by SLD throughout for services acquired as a result of this RFP.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (SPIN) at time proposal response is submitted.
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at time proposal response is submitted. More information about obtaining an FRN may be found at: <https://www.fcc.gov/>.
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at time proposal response is submitted. Any potential respondent found to be in Red Light Status will be disqualified from participation in competitive bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at: <https://www.fcc.gov/>.
- e. Products and services must be delivered before billing can commence. At no time may Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with project is complete.
- 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 percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, awarded Service Provider may be required to provide District a bill of materials using appropriate USAC "Bulk Upload Line Item and Recipient of**

Service (ROS)” **template for applicable type of service.** Templates can be found at SLD website @ <https://www.usac.org/e-rate/>. **Subsequent schedules of values and invoices for each site must match each individual Bulk Upload Line Item and Recipient of Service (ROS) or subsequent service substitutions. A supplemental cost summary sheet must also be provided to show 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, 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 District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in District placing Service Provider on an “invoice Check” with USAC.
- k. Services providers must comply with FCC rules for Lowest Corresponding Price ("LCP"), pursuant to § 54.511(b). Service Provider acknowledges its offer is considered to be LCP. Should it not be the LCP, Service Provider must disclose the conditions leading to applicant being charged more than lowest corresponding price.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. Service Provider acknowledges no changes in products and/or services specified in this document will be allowed without prior written approval from District and a USAC service substitution approval, except for Global Service Substitutions.
- b. 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. This offer is in full compliance with USAC’s Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude applicant from paying its proportionate non-discounted share of costs. Service Provider agrees to provide substantiating documentation to support this assertion should applicant, USAC, or FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of services “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, Service Provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within limitations indicated below, infrastructure costs of Service Provider can be deemed to be delivered at the same time associated Category 1 services begin. That is, if services begin on

July 1, then delivery of Service Provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met for USAC to provide support in a Funding Year for Category 1 infrastructure costs incurred prior to that funding year.

- *Construction begins after selection of a service provider pursuant to a valid competitive bidding process;*
- *A Category 1 service depends on installation of the infrastructure;*
- *The underlying Category 1 service start date is on or after July 1 of the funding year; and.*
- *No invoices can be dated or submitted to USAC for reimbursement prior to July 1 of the funding year.*

5) INVOICING

- a. 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 maximum percentage District will be liable for is the pre-discount amount minus funded amount, as shown on FCC Form 471 Block 5 and any identified ineligible costs. Upon successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, District shall pay only discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should District decide that it is in the best interest of District to file a Form 472, District will inform 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 Service Provider fail to invoice USAC in a timely manner, District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires 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: _____