

Mitchell County Schools
Internal Connections Equipment
Request for Proposals

Section 1: Overview and Instructions

1.1 GENERAL

The purpose of this bid document is to invite bidders to submit bids for Mitchell County Schools' (the district) for internal connections equipment. If further information is desired before submitting proposals, please contact or direct inquiries to: Angie Marlowe, 72 Ledger School Rd., Bakersville, NC 28705, Tel. 828-385-0753.

Before submitting a proposal, the bidder is to be thoroughly familiar with all the documents comprising the bid document, as it is conclusively understood that all bids are based upon full compliance with the various provisions in said documents. Should the bidder find discrepancies in, or omissions from the specifications, instructions and bid proposal forms, or should bidder be in doubt as to the meaning, bidder should notify at once Angie Marlowe, who will send written instructions to all appropriate bidders. The owner shall not be responsible for any oral instructions. The owner shall not be responsible for any cost or expense the bidder incurs during the preparation of this bid.

1.2 PROPOSAL DUE DATE

Mitchell County Schools will receive proposals for this project until 11:00 a.m. EST, on the 15th day of January 2011 at the Business Office. Sealed bids plainly marked on the outside "BID FOR INTERNAL CONNECTIONS EQUIPMENT" shall be delivered to Mitchell County Schools, Business Office, 72 Ledger School Rd. Bakersville NC 28705, Attn: Angie Marlowe, on or before the date and time specified. A bid received after the due date and time will be returned unopened. Two complete sets of the proposal are to be returned, properly signed and executed.

1.3 UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

Implementation and completion of this project may be contingent upon the district receiving approved funding from the Universal Service Administrative Company. The project may be revised or terminated if the funds from the USF discount program are not approved or do not meet the expectations of Mitchell County Schools. If the application is approved for the USF discount program, the successful bidder will be required to participate. It is the bidder's responsibility to understand and comply with all rules and procedures required by the Schools and Libraries Division and the Universal Service Administrative Company. All contracts awarded based upon this RFP will be subject to approval of the project by the Schools and Libraries Division, and must contain a clause stating so.

1.4 ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to be knowledgeable of this RFP document before submission of the bid. The bidder will assume all responsibility for any errors or omissions in the bid. The successful bidder shall comply with all federal, state, and local laws, permits, regulations, codes, and ordinances.

1.5 VENDORS

Successful bidder agrees that they are an Independent Vendor and not an Officer, Agent or Employee of Mitchell County Schools while fulfilling any portion of this internal connections equipment contract.

1.6 GUARANTEES, REQUIREMENTS AND MANUFACTURERS' CERTIFICATION(S) – ATTACHMENT "A"

The bidder shall guarantee that all equipment be new and of superior quality and free of defects in workmanship, construction and raw materials.

1.7 PAYMENT - ATTACHMENT "B"

Payment will be made in accordance with established practices of Mitchell County Schools, and in compliance with the guidelines of the Schools and Libraries Division and the rules governing the Universal Service Administrative Company. The successful bidder shall submit to Mitchell County Schools the non-discount portion of each invoice. The successful bidder shall also bill the Universal Service Administrative Company Fund Administrator directly for the school district's discount portion in accordance with the Universal Service Provisions of the Federal Telecommunications Act of 1996.

Effective November 1, 2004, USAC follows new collections and disbursement policies when it implements a new rule, found at 47 C.F.R. §1.1910 and commonly referred to as the "red light rule." Under the Red Light Rule, USAC will not disburse any Federal benefits to an entity that shares the same taxpayer identification number (TIN) as an entity that has delinquent debt owed to the Commission or its reporting components until such debt is paid, formally appealed, or until other arrangements, satisfactory to the FCC, are made for payment. For Red Light Rule purposes, "entity" includes contributors, beneficiaries, or other organizations or individuals who are delinquent to the USF. For additional information regarding the Red Light order, please refer to the public notice on the FCC's website.

1.8 OTHER PROVISIONS

Any ensuing contracts shall coincide with e-rate funding cycles, i.e., June 1, 2010 through September 30, 2011 of the applicable calendar year(s).

It is a specific condition of this request that bidder shall not use or allow to be used any aspect of this request for publicity or advertisement purposes. Bidder may request a waiver of the foregoing but shall not deviate there from unless so authorized in writing by Mitchell County Schools.

The appearance of any statement on any material or data submitted hereunder will not establish a confidential relationship between bidder and Mitchell County Schools unless a specific written agreement to this effect is negotiated prior to the submission of the data.

1.9 SCHOOL DISTRICT'S RESERVATION OF RIGHTS

Mitchell County Schools reserves the right to reject any or all proposals and bids, including that of the lowest bidder; or to accept bids either in whole or in part; to award contracts by individual items or by lump sum total; or to waive any informalities, defects or omissions in any bid, should it be deemed to be in the best interests of Mitchell County Schools to do so. Any bid submitted will be firm for ninety (90) days from the bid opening date and for the life of any contract signed for equipment purchases from June 1, 2010 through September 30, 2011.

1.10 EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION

Bidders certify by signing this bid that they will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, sex, age, national origin or handicap, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any ensuing contract.

1.11 Governing Law: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

1.12 Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campus. The Contractor agrees to conduct an annual check of such employees that will come onto campus on the N.C. Sex Offender and Public Protection Registration Program , the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry. As a term of this contract, said annual checks must be performed by the employer and reported to the Superintendent.

Section 2: Internal Connections Equipment

2.1 GENERAL DESCRIPTION

Mitchell County Schools is seeking bids for purchase of eligible internal connections equipment as follows:

Qty	Description	Part#
	<u>Cisco Switching</u>	
25	Cisco Catalyst 3750V2 48 10/100 PoE + 4 SFP Standard Image	WS-C3750V2-48PS-S
1	Cisco Catalyst 3750V2 24 10/100 PoE + 2 SFP Standard Image	WS-C3750V2-24PS-S
10	Cisco StackWise Stacking Cable	CAB-STACK-3M=
	<u>Cisco Routing</u>	
2	Cisco 2921 Voice Bundle w/ PVD3-32,FL-CME-SRST-25, UC License PAK	C2921-CME-SRST/K9
2	Cisco Four-port Voice Interface Card - FXO	VIC2-4FXO
	<u>Cisco Wireless</u>	
50	Cisco Aironet 1142N Lightweight Access Point	AIR-LAP1142N-A-K9
3	Cisco 4400 Series WLAN Controller for up to 50 Lightweight APs	AIR-WLC4402-50-K9
2	Cisco GLC-T 1000BASE-T SFP Gigabit Interface Converter	GLC-T
1	Cisco WCS Base v3.0 up to 50 Lightweight AP Win2K/2003Server (requires server hardware)	AIR-WCS-WB-1.0-K9
1	Cisco WCS Base Expansion License add 100 AP Win/Linux	AIR-WCS-WLB-100EX
	<u>Cisco Security</u>	
2	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	ASA5520-BUN-K9
	<u>Cisco Media Control Servers</u>	
2	Cisco Unified Communications Manager 7.1 7835-H2 Appliance, 0 Seats	MCS7835H2-K9-CMC2
1	Cisco Unity 7835-H2 Appliance, 0 Seats	MCS-7835-H2-ECS2
	<u>Cisco Unified Workspace Licensing</u>	
1	Cisco Unified Workspace Licensing-Top Level-ADDON only-eDelivery	L-CUWL-LIC-ADDON
292	Cisco Upgrade from UCM + Unity to STD	L-UWL-UPCM+UTY-STD
292	Cisco 1-Yr UCSS for 1 STD user - UWL - for Gov/Edu Only	L-UCSS-UWL-STD-1-1
10	Cisco Analog, non-app device add-on for UWL	L-ANLG-DEV-UWL
4	Cisco Public Space non-app phone migration for UWL	L-PUB-IP-MIG-UWL
10	Cisco UCSS Analog Phones - CUWL - 1 Yr - 1 user - Govt/Edu ONLY	L-UCSS-ANLGUWL-1-1
4	Cisco UCSS Public Space Devices CUWL - 1 Yr - 1 user Govt/Edu ONLY	L-UCSS-PUBUWL-1-1
292	Cisco Unified Personal Communicator 7.0 for CUWL only	L-UPC7-CLIENT-UWL
1	Cisco Total Deployment is Under 1,000 users	L-EXST-DEP-UNDER1K
3310	Cisco Unified Communications Manager UWL DLU Bundle	L-CUCM-UWL
1	Cisco Unified Communications Manager UWL PAK	L-CUCM-UWL-PAK
1	Cisco CUPC UWL PAK	L-CUPC7-UWL-PAK

292	Cisco Services Mapping SKU, Under 1K UWL STD users	L-LIC-UWL-STD1
1	Cisco PAK for Analog or Public Space Device UCSS	L-UCSS-ANLQUWL-PAK
1	Cisco UWL STD UCSS - PAK	L-UCSS-UWL-STD-PAK
	<u>Cisco Attendant Console and IP Phones</u>	
4	Cisco Unified Business Attendant Console	CUB-ATT-CON
35	Cisco Unified IP Phone 7942	CP-7942G
	<u>APC Rack Equipment</u>	
4	APC NetShelter 4 Post Open Frame Racks	883161
	<u>Mitchell High - Main Closet (6 x 3750-PS, 2xServers, 1x2821; 120min)</u>	
1	APC Smart-UPS RT 8000VA 208V (includes Mgmt Card; 280V Input / Hard Wire 3-wire (2PH+G))	SURT8000XLT
5	APC Smart-UPS RT 192V Battery Pack	SURT192XLBP
1	Shipping	
	<u>Mitchell High - Bandroom Closet (3 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 2200VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA2200RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Library Closet (2 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1500VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1500RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Business Closet (4 x 3750-PS; 30min)</u>	
1	APC Smart-UPS XL 2200VA RM 3U 120V (NEMA 5-20P Input)	SUA2200RMXL3U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Drafting Closet (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1000RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Computer Room Closet (2 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1500VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1500RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Office+ (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1000RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Gym (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1000RM2U
1	APC UPS Network Management Card 2	AP9630

	<u>Mitchell High - Athletic Office (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1000RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Server Room (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1000RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Mitchell High - Med Science (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial RM 2U 120V (NEMA 5-20P Input)	SUA1000RM2U
1	APC UPS Network Management Card 2	AP9630
	<u>Bowman Middle - Media Room (3 x 3750-PS; 1xServer; 1x2821; 30min)</u>	
1	APC Smart-UPS XL 3000VA 120V Tower/Rack Convertible (NEMA L5-30P Input)	SUA3000XL
1	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
2	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630
	<u>Bowman Middle - Rear Building (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial 120V (NEMA 5-20P Input)	SUA1000
1	APC UPS Network Management Card 2	AP9630
	<u>Bowman Middle - Rear Building (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial 120V (NEMA 5-20P Input)	SUA1000
1	APC UPS Network Management Card 2	AP9630
	<u>Buladean Elementary - Library Closet (2 x 3750-PS; 2xServer; 1x2821; 30min)</u>	
1	APC Smart-UPS XL 3000VA 208V Tower/Rack Convertible (NEMA L6-20P Input)	SUA3000XLT
2	APC Smart-UPS RT 192V RM Battery Pack	SURT192RMXLBP3U
1	APC UPS Network Management Card 2	AP9630
	<u>Gouge Elementary - Room 124 (Main Closet) (1 x 3750-PS; 1xServer; 30min)</u>	
1	APC Smart-UPS XL 2200VA 120V Tower/Rack Convertible (NEMA 5-20P Input)	SUA2200XL
1	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
2	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630
	<u>Gouge Elementary - Office Closet (4 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 2200VA USB & Serial 120V	SUA2200
1	APC UPS Network Management Card 2	AP9630

	<u>Tipton Hill Elementary - Office Closet (3 x 3750-PS; 2xServer; 1x2821; 30min)</u>	
1	APC Smart-UPS XL 3000VA 208V Tower/Rack Convertible (NEMA L6-20P Input)	SUA3000XLT
2	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
2	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630
	<u>Harris Middle - Room 108 (Main Closet) (3 x 3750-PS; 1xServer; 1x2821; 30min)</u>	
1	APC Smart-UPS XL 3000VA 120V Tower/Rack Convertible (NEMA L5-30P Input)	SUA3000XL
1	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
2	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630
	<u>Harris Middle - Room 94 Closet (2 x 3750-PS; 30min)</u>	
1	APC Smart-UPS XL 750VA USB & Serial 120V (NEMA 5-20P Input)	SUA750XL
1	APC UPS Network Management Card 2	AP9630
	<u>Harris Middle - Room 57 Closet (2 x 3750-PS; 30min)</u>	
1	APC Smart-UPS XL 750VA USB & Serial 120V (NEMA 5-20P Input)	SUA750XL
1	APC UPS Network Management Card 2	AP9630
	<u>Deyton Elementary - Main Closet (4 x 3750-PS; 1xServer; 1x2821; 30min)</u>	
1	APC Smart-UPS XL 3000VA 208V Tower/Rack Convertible (NEMA L6-20P Input)	SUA3000XLT
2	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
3	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630
	<u>Deyton Elementary - Room 129 (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial 120V (NEMA 5-20P Input)	SUA1000
1	APC UPS Network Management Card 2	AP9630
	<u>Deyton Elementary - 5th Grade (1 x 3750-PS; 30min)</u>	
1	APC Smart-UPS 1000VA USB & Serial 120V (NEMA 5-20P Input)	SUA1000
1	APC UPS Network Management Card 2	AP9630
	<u>Greenlee Primary - Room 127 (Main) (3 x 3750-PS; 1xServer; 1x2821; 120min)</u>	
1	APC Smart-UPS XL 2200VA 120V Tower/Rack Convertible (NEMA 5-20P Input)	SUA2200XL
3	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
4	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630

	<u>Greenlee Primary - Room 258 (2 x 3750-PS; 30min)</u>	
1	APC Smart-UPS XL 750VA USB & Serial 120V (NEMA 5-20P Input)	SUA750XL
1	APC UPS Network Management Card 2	AP9630
	<u>Early College - Room TBD (1 x 3750-PS; 1xServer; 1x2821; 30min)</u>	
1	APC Smart-UPS XL 2200VA 120V Tower/Rack Convertible (NEMA 5-20P Input)	SUA2200XL
3	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible	SUA48XLBP
4	APC 4-Post Rack mount Rails	SU032A
1	APC UPS Network Management Card 2	AP9630
	<u>Central Office - Server Room (2 x 3750-PS; 3xServer; 1x2821; 120min)</u>	
1	APC Smart-UPS RT 5000VA Rack Tower 208V (NEMA L6-30P Input)	SURTD5000RMXLT3U
5	APC Smart-UPS RT 192V RM Battery Pack	SURT192RMXLBP3U
1	APC UPS Network Management Card 2	AP9630
	<u>HP Rack mount Server</u>	
3	HP ProLiant DL380 G6 Performance Server	BD1263
	Processor: 2 x Intel Xeon X5540 Quad-core 2.53GHz 8MB L3 Cache	
	Optical Drive: DVD-RW 2x4GB DR3-1333/PC3-10600 SDRAM	
	Controller: HP Smart Array P410i Controller with 512MB with Battery Backed Write Cache	
	Network: 2 x Hewlett-Packard NC382i Gigabit Ethernet	
	Power Supply: 2 x 750W Redundant Hot-swappable	
	Fan System: 6 x Fan Hot-swappable Redundant	
	Warranty: 3YR Onsite Parts and Labor	
6	Nema 5-15P to IEC320-C13, low voltage (6 ft/2 m)	396-006B-RH
12	HP 4GB DDR3-1333/PC3-10600 SDRAM Memory (24GB total)	500658-S21
18	HP 146GB 3G SAS 15K SFF DP ENT HDD	512547-B21
3	HP PCI Express Dual Port Gigabit Server Adapter	412648-B21
	<u>HP Tower Server</u>	
1	HP ProLiant ML370 G6 Performance Server	487791-001
	Processor: 1 x Intel Xeon X5540 Quad-core 2.53GHz 8MB L3 Cache	
	Optical Drive: DVD-ROM 3x2GB DR3-1333/PC3-10600 SDRAM	
	Controller: HP Smart Array P410i/256MB Controller	
	Network: HP NC375i Integrated Quad Port Multifunction Gigabit Server Adapter	
	Power Supply: 1 x 750W Hot-swappable	
	Fan System: 3 x Fan Hot-swappable	
	Warranty: 3YR Onsite Parts and Labor	
2	Nema 5-15P to IEC320-C13, low voltage (6 ft/2 m)	396-006B-RH
3	HP 2GB DDR3-1333/PC3-10600 SDRAM Memory (12GB total)	500656-S21
6	HP 146GB 3G SAS 15K SFF DP ENT HDD	512547-B21

1	HP 512MB Flash Backed Write Cache	534916-B21
1	HP 750W CS HE Gold Power Supply	512327-B21
1	HP ML370 G6 and DL370 G6 Redundant Fan Kit	508107-B21
1	Intel® Xeon® Processor E5540 (2.53 GHz, 8MB L3 Cache, 80W, DDR3-1066)	495936-B21
2	Cisco 1YR 8x5xNBD SmartNet for Cisco 2921 Voice Bundle	CON-SNT-2921CMST
3	Cisco 1YR 8x5xNBD SmartNet for Cisco 4400 Series WLAN Controller	CON-SNT-WC440250
1	Cisco 1YR SmartNet with Updates for Cisco WCS Base v3.0 up to 50 Lightweight AP	CON-SAU-WCS-WB1X
1	Cisco 1YR 8x5xNBD SmartNet with Updates Cisco WCS Base Expansion License add 100 AP Win/Linux	CON-SAU-WLB100EX
2	Cisco 1YR 8x5xNBD SmartNet for ASA 5520 Appliance	CON-SNT-AS2BUNK9
2	Cisco 1YR 8x5xNBD SmartNet for Cisco Unified Communications Manager 7.1 7835-H2 Appliance, 0 Seats	CON-SNT-35H2C2
1	Cisco 1YR 8x5xNBD SmartNet for Cisco Unity 7835-H2 Appliance, 0 Seats	CON-SNT-3H2ECS2
292	Cisco 1YR Essential SmartNet for Cisco Upgrade from UCM + Unity to STD	CON-ESW-UWLST1
4	Cisco 1YR Essential SmartNet for Cisco Public Space non-app phone	CON-ESW-IPDEVUWL
4	Cisco Unified Business Attendant Console	CON-ESW-CUBATT

ATTACHMENT "A"

GUARANTEES AND MANUFACTURER'S CERTIFICATION

Each bidder shall submit a letter on company letterhead, signed by the officer of the company, outlining the guarantee proposed. The bidder shall submit, as part of their proposal, an outline for service and support of any and all items bid, including but not limited to; warranty period, on-site service during any warranty period, promptness of response to problems and breakdowns, and timeline. The bidder shall further guarantee that all materials be of superior quality and free of defects in workmanship, construction and raw materials

ATTACHMENT "B"

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

- **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate").
- **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").
- **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.
- **USF Documentation**

Vendor shall provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.
- **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

 - Date of invoice
 - Date(s) of service
 - Funding Request Number ("FRN")
 - Vendor's signature on invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
 - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
 - Invoice on Vendor's letterhead or on a Vendor-generated form
 - District's Billed Entity Number
 - District's Federal Communications Commission Registration Number
 - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")
- **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].

 - **Discounted Invoice Process**
 - Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-

ATTACHMENT "B"

discount cost of those materials or services.

- Timely Filing
Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
 - Invoice Rejection
Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
 - District Approval
Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.
- **Reimbursement Process**
 - Twenty Days
Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.
 - Liquidated Damages
Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of \$500 per day for each day those lapses without payment after the 45th day.
 - **Delayed USF Funding Commitment**

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

 - Retroactive Invoicing
When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved equipment/services to the District began, whichever date is later.

ATTACHMENT "B"

▪ USF Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").