

**SANTA BARBARA COUNTY EDUCATION OFFICE
 JUVENILE COURT AND COMMUNITY SCHOOLS
 E-RATE 2018-2019 - REQUEST FOR PROPOSALS
 "RFP-ERATE-JCCS"**

Proposal Issued:	December 13, 2017
Newspaper AD #1	December 15, 2017
Newspaper AD# 2	December 22, 2017
Mandatory Site Walk-through	January 10, 2018 10:00 AM
Last day for Questions:	January 17, 2018 4:30 PM
Q/A upload/response:	January 24, 2018
RFP Response Due Date:	February 2, 2018 at 2:00 PM

RFP DEADLINE DATE /TIME:

Sealed proposals must be received at the Place of Submission no later than **Friday, February 2, 2018 at 2:00 PM.** ("BID DEADLINE")

Sealed proposals shall be delivered and addressed to **Santa Barbara County Education Office, Juvenile Court and Community Schools, Attn: Rene Wheeler, 3900 Paradise Road, Santa Barbara, CA, 93105** and shall be labeled "**RFP-ERATE-JCCS**". It is the responsibility of the Bidder to see that any proposal submitted shall have sufficient time to be received by the SBCEO-JCCS Office before the Submittal Deadline. The receiving time in will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals must bear original signatures and figures.

MANDATORY SITE WALK-THROUGH LOCATION

Santa Barbara County Education Office
 4400 Cathedral Oaks Road
 Santa Barbara, CA 93110

LATE PROPOSALS

Proposals received after the stated deadlines will not be accepted and will be considered non-responsive.

PLACE OF SUBMISSION

Santa Barbara County Education Office
 Juvenile Court and Community Schools
 Attn: Rene Wheeler
 3900 Paradise Road
 Santa Barbara, CA 93105

RFP DOCUMENTS, SCOPE OF WORK, AND SPECS FOR THE PROJECT

The RFP documents, Scope of Work, and Specs for the project may be obtained at no cost by accessing them online at:

<http://sbceo.org/jccs>

PROJECT SCOPE / REQUIREMENTS

Santa Barbara County Education Office, Juvenile Court and Community Schools (referred to as SBCEO-JCCS) is requesting proposals for Internet access to the Los Robles High School. The current services are provided by a pair of bonded T1s but dedicated fiber services are now required to support rapidly growing bandwidth needs and to meet the State Education Technology Directors Association standard recognized in the FCC Second E-Rate Modernization order as the benchmark standard for bandwidth for schools.

Entity Recipient Location (A):

- A. Los Robles High School (SBCEO-JCCS), 3900 Paradise Road, Santa Barbara, CA, 93105

Upstream Hub Locations (Z):

- Z. Santa Barbara County Education Office, 4400 Cathedral Oaks Road, Santa Barbara, CA, 93110

SBCEO-JCCS is seeking bids for two services. Bidders may bid any one or both services.

1. The first service is a fully managed, leased lit fiber transport circuit between the A and Z locations referenced above. One-time special construction should be bid separately from the monthly recurring cost for the fully managed leased service.
2. As an alternative to the point-to-point transport only option above, the second service is for bundled Internet Access and Transport services to any Internet Point of Presence (PoP).

Service is to be proposed with incrementally tiered pricing and bandwidth, starting at 20 Mbps up to 1 Gbps. Bidders must provide pricing for 20 Mbps, 30 Mbps, 50 Mbps, 100 Mbps, 500 Mbps and 1 Gbps. All service levels must allow the option to upgrade service during the contract term.

SBCEO-JCCS will consider traditional network designs or alternative proposals that, in accordance with E-Rate guidance, maximize cost effectiveness. Bidders should clearly illustrate proposed network design and construction routes. SBCEO-JCCS is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

In E-Rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. construction of network facilities
2. design and engineering
3. project management

Note: The term “special construction” does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. Bidders should clearly illustrate proposed construction routes. SBCEO-JCCS is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination location. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the SBCEO-JCCS in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, SBCEO-JCCS will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and SBCEO-JCCS and may or may not be undertaken at its sole discretion. In addition, SBCEO-JCCS will require that the awarded service provider ensure that all eligible components of the service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

The Service Provider must be able to offer both E-Rate and California Teleconnect Fund (CTF) discounts for the proposed high-speed circuits. Proposals must include all necessary components including, but not limited to: equipment racks, digital equipment, data cabling, and associated termination equipment as required. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to SBCEO-JCCS.

The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the SBCEO-JCCS's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate and California Teleconnect Fund discounts onto the SBCEO-JCCS's monthly bills. If the Service Provider requires that any additional paperwork or forms are required to get E-Rate and CTF discounts, the Service Provider shall explain this process in sufficient detail to enable SBCEO-JCCS to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate and CTF discounts.

The SBCEO-JCCS reserves the right to reject any or all proposals. The SBCEO-JCCS also reserves the right to award a partial contract in the event that they deem it in the SBCEO-JCCS's best interest.

General Requirements

1. The service provider is responsible for all labor and material necessary to provide service to the SBCEO-JCCS.
2. The service provider will supply the SBCEO-JCCS with a Small Form-factor Pluggable (SFP) that will connect directly into the SBCEO-JCCS-provided equipment.
3. Service provider is responsible to obtain all necessary rights of way needed to successfully complete this project.
4. The service provider is responsible for all pathways including related material and labor to terminate service within the SBCEO-JCCS's NOC at or near the SBCEO-JCCS's Main Distribution Frame.
5. The vendor must provide pricing for both of the following terms:
 - a. The term of the proposed agreement will be for 1 year.
 - b. The term of the proposed agreement will be for 3 years and will include two 1 year renewal options which will be renewable upon mutual consent.
6. In the event of loss of service, the repair shall commence within two hours of the service call from the SBCEO-JCCS. The vendor will make every effort to finalize repairs and restore service in the most expedient manner possible.
7. An uptime guarantee of a minimum of 99.9% shall be provided on a 24x7 basis average over each 7-day period.
8. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
9. All vendor equipment installed shall be under repair maintenance at no cost to SBCEO-JCCS for the contract term.
10. During the term of the contract, any changes in the routing of the service provider cable due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the vendor at no expense to the SBCEO-JCCS.
11. The contract between the service provider and the SBCEO-JCCS must allow for adjustments and upgrades to the speed of connections and number of sites serviced in the event that additional SBCEO-JCCS locations come online.

12. The service cannot commence prior to a Notice to Proceed given from the SBCEO-JCCS, which would be no earlier than July 1, 2018. SBCEO-JCCS may give the awarded service provider Notice to Proceed before or after receipt of the Funding Commitment Decision Letter from the Schools and Libraries Division.
13. The vendor shall provide three references consisting of similar scope and work, preferably for work performed for schools or County Offices of Education in California and covered by E-Rate funding.
14. Service Provider agrees that SBCEO-JCCS reserves the right to close a site or multiple sites at their sole discretion, and upon that decision all ongoing monthly costs for those locations shall be removed from the total monthly costs for the network.
15. The selected Service Provider shall demonstrate, by way of its proposal and related work experience that it is ready, willing, and able to install and warranty the components described herein at the prices quoted.
16. The selected Service Provider shall devote whatever personnel are necessary to meet the agreed upon schedule for the project.
17. The selected Service Provider understands and agrees that school session hours vary and that normal school operation is not disrupted during installation. While not required, SBCEO-JCCS and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience SBCEO-JCCS employees.
18. TRANSITION PLAN As the cut-over date for any new carrier is required to be on July 1, 2018, the SBCEO-JCCS requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier or for any new services or locations NOT provided at the present time by the existing carrier. 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 SBCEO-JCCS transition team. The transition plan is to outline the expectations the supplier team would have of the SBCEO-JCCS and the information or task the SBCEO-JCCS is to provide the supplier and the date any information or task would be required.
19. The SBCEO-JCCS 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 SBCEO-JCCS is dissatisfied with the service.
20. Proposals wishing consideration should be submitted no later than the proposal deadline identified on Page1.
21. 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 SBCEO-JCCS will only be responsible for paying its non-discounted share.
22. 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.

23. 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. Bidder 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 SBCEO-JCCS, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Bidder 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.

Customer Requirements

- a. Option for growth including, but not limited to increases in bandwidth and/or additions of locations, as determined necessary by the SBCEO-JCCS.
- b. Option for removal of sites due to closures or reorganization requirements as deemed necessary by the SBCEO-JCCS. The SBCEO-JCCS will require that no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the SBCEO-JCCS.

Request for Proposal Submission Requirements, any missing information may disqualify the vendor/provider. SBCEO-JCCS reserves the right to waive any irregularities in any bid.

1. Cover Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. Experience with similar services
5. 3 Client References
6. Technical Capabilities
7. Vendor Qualifications
8. Price Bid Form
9. Transition Plan
10. Valid USAC issued SPIN Number
11. FCC "RED" Light Status
12. Signed E-Rate Supplemental Terms and Conditions

QUESTIONS REGARDING THE RFP DOCUMENTS, SCOPE OF WORK, AND/OR SPECS OF THE PROJECT:

All questions concerning this RFP shall be submitted in writing by email to the **Director, Rene Wheeler, rwheeler@sbceo.org on or before January 17, 2018 at 4:30 PM.** Please indicate the RFP title in the subject line. Contact with SBCEO-JCCS personnel shall be made only through email; telephone calls will not be accepted. All notices, clarifications, and addenda to this RFP shall be posted on the SBCEO-JCCS website <http://sbceo.org/jccs>. All responses will also be posted on the E-Rate EPC website: <http://portal.usac.org/suite/> The SBCEO-JCCS shall not be responsible for sending individual notification of changes or updates to any bidders. It is the sole responsibility of the bidders to remain apprised of changes to this RFP as shown on the SBCEO-JCCS website.

EVALUATION

Each proposal will be evaluated based on criteria and priorities defined by the SBCEO-JCCS. The contract will be awarded based on the prospective-vendor submission that best meets the needs of the SBCEO-JCCS with regard to the current technology plan, future growth, and RFP specifications contained herein, not necessarily the lowest price, though price will be a priority factor.

Cost of E-Rate eligible services	25%
Prior experience with County Education Office	5%
References	15%
Proposal Quality	15%
Guarantee of Service Delivery	15%
E-Rate Ineligible services	10%
Service Reliability	15%
Total	100%

Proposals will first be evaluated upon the base requirements, which include, but are not limited to the following:

1. **Cost of E-RATE eligible services** – The SBCEO-JCCS will consider and rate the explanation and detail of rates and fees for those services that are E-Rate eligible only.
2. **Prior experience with County Education Office** – The SBCEO-JCCS will consider and rate each vendor based on prior experience with SBCEO as a whole.
3. **References** – The SBCEO-JCCS will contact each reference provided and will rate the satisfaction and responses from each reference.
4. **Proposal Quality** – The SBCEO-JCCS will consider and rate the vendor’s ability to meet all requirements in the RFP. This may include, but are not limited to, cost structure, technologies deployed, and bid submission package.
5. **Guarantee of Service Delivery** – The SBCEO-JCCS is requesting that all installation and new services be completed by July 1, 2018. Consideration will be given to vendors who adhere to RFP and E-Rate timelines, and implementation plan.
6. **E-Rate Ineligible Services** – The SBCEO-JCCS has required that all E-Rate ineligible services must be listed in the bid proposal and will be evaluated based upon cost of those ineligible items.
7. **Service Reliability** – The SBCEO-JCCS will consider and rate the experience in providing, installing and maintaining like services, knowledge of current technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions. The vendor must provide a history of the company, strength and stability, licensing information, and years in providing telecommunication services with existing customer satisfaction.

Proposals will be evaluated as to E-Rate eligibility. At a minimum:

1. Prospective vendor shall provide proof of registration with the Schools and Libraries Division for reimbursement as a Service Provider under E-Rate guidelines.
2. If the proposed solution is not covered at 100% vendor must detail what items are covered and what costs are ineligible.

ACCEPTANCE AND/OR REJECTION CONDITIONS

The SBCEO-JCCS reserves the right to accept or reject any and/or all proposals or sections thereof when the rejection is in the SBCEO-JCCS's best interest. The SBCEO-JCCS also reserves the right to award without further discussion.

The SBCEO-JCCS reserves the right to reject the proposal of a prospective vendor who has previously failed to perform properly or failed to complete on-time contracts of similar nature.

The SBCEO-JCCS reserves the right to reject the proposal of any prospective vendor who, in the opinion of the SBCEO-JCCS, is not in a position to adequately perform the requirements of the contract.

INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, Vendor shall be acting as an independent contractor. The employees of the Vendor and its subcontractors are not employees of the SBCEO-JCCS under the meaning or application of any federal or state unemployment insurance laws, other social security law or any worker's compensation law, industrial law, or otherwise. Vendor shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of this Agreement. Vendor shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the SBCEO-JCCS and shall not have any authority to represent itself as an agent of the SBCEO-JCCS.

GOVERNING LAW

This RFP and any subsequent Agreement shall be governed and interpreted in accordance with the laws of the state of California.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

E-Rate Supplemental Terms and Conditions

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 must 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 contract(s) and/or E-Rate funding approval is obtained, the SBCEO-JCCS 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 SBCEO-JCCS.

2) SERVICE PROVIDER REQUIREMENTS

The SBCEO-JCCS 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: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- 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 will be disqualified from participation in the bidding process and will be considered non-responsive. 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, 2018.

- 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 SBCEO-JCCS 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 three (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 SBCEO-JCCS prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the SBCEO-JCCS placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- 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: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

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 SBCEO-JCCS 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). 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. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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


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 RFQ shall be delivered no earlier than the start of the 2018 funding year (July 1, 2018). 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.

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 (6) 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:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

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).

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 SBCEO-JCCS 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 SBCEO-JCCS 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 and certification of Form 486, the SBCEO-JCCS shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the SBCEO-JCCS decide that it is in the best interest of the SBCEO-JCCS to file a Form 472, the SBCEO-JCCS 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 SBCEO-JCCS 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. Bidder hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFQ for ten (10) years after final payment. The SBCEO-JCCS, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Bidder 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.