

ECF Funding Commitment Decision Letter

2021

Contact Information:

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ECF FCC Form 471: ECF202113515

BEN: 141339

Obligation File: 1

Application Nickname: GV21-ECF-F1-47101

Totals

Total Committed	\$206,325.00
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What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.¹

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.² Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

¹ The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) (*Emergency Connectivity Fund Report and Order*) If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

² *Emergency Connectivity Fund Report and Order*, at para.93.



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- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the [ECF FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the [ECF FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fsr.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**



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Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver**, visit the Appeals section in the [Emergency Connectivity Fund \(ECF\) Portal](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's [website](#) for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).



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ECF Funding Commitment Decision Overview

2021

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2190020874	Sterling Computers Corporation	\$206,325.00	\$206,325.00	Funded



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FRN ECF2190020874	Service Type Equipment	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$206,325.00
Total Charges		\$206,325.00	
Committed Amount		\$206,325.00	

Dates	
Service Start Date	7/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	Sterling Computers Corporation
SPIN (498ID)	143048471

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

Approved as submitted.



Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,



(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).



Quote No. Q-00413833
Ref. No. GALVESTON ISD - Dell CB (525) 4GB

Date 8/10/2021
Exp. Date 9/6/2021

Sterling Account Manager

Joey Awtry
 303 Centennial Dr
 North Sioux City, SD 57049
 P: (605) 242-4070
 F: (605) 242-4000
 joey.awtry@sterling.com

Customer Information

GALVESTON ISD
 Michael Le
 3904 Avenue T
 GALVESTON, TX 77553-0660
 P: (714) 209-9068
 michaelle@gisd.org

Terms	FOB	Contract	Lead Time
Prepayment	Destination	TX DELL - DIR-TSO-3763 83AHM C000000181136	30 Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	525	210-ARJM	Dell Chromebook 3100 2-in-1 Chromebook License Included.	\$393.00	\$206,325.00
2	525	338-BUUE	Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W)	\$0.00	\$0.00
3	525	370-ADZI	4GB 2400MHz LPDDR4 Non-ECC	\$0.00	\$0.00
4	525	400-AWCZ	32GB eMMC Hard Drive	\$0.00	\$0.00
5	525	391-BDYD	11.6 HD 1366 x 768 WVA 16:9 Touch with Corning Gorilla Glass NBT, Camera & Microphone	\$0.00	\$0.00
6	525	580-AHSS	Internal English Keyboard	\$0.00	\$0.00
7	525	570-AADK	No Mouse	\$0.00	\$0.00
8	525	555-BEVK	Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	\$0.00	\$0.00
9	525	451-BCNK	Primary 3-Cell 42Whr Battery	\$0.00	\$0.00
10	525	492-BCXP	65W Type-C Adapter US 125V,1M	\$0.00	\$0.00
11	525	346-BEVJ	Palmrest without World Facing Camera	\$0.00	\$0.00
12	525	340-CKWI	Quick Start Guide	\$0.00	\$0.00
13	525	460-BBEX	No Carrying Case	\$0.00	\$0.00
14	525	340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	\$0.00	\$0.00
15	525	998-DXYU	3100-2in1_R_2HFY20_011/US/BTS	\$0.00	\$0.00
16	525	389-DPUE	Label 0X21	\$0.00	\$0.00
17	525	340-CKYJ	Min Config Packaging	\$0.00	\$0.00
18	525	389-BHZJ	Celeron CPU Label	\$0.00	\$0.00
19	525	800-BBQM	Smart Selection Shipment, Chromebook (VS)	\$0.00	\$0.00
20	525	389-BKKL	POD Label	\$0.00	\$0.00
21	525	389-BCGW	No UPC Label	\$0.00	\$0.00
22	525	631-ABBH	Non Retail Order	\$0.00	\$0.00
23	525	320-BCUB	Touch LCD Cover	\$0.00	\$0.00
24	525	823-5385	1 Year Mail In Service	\$0.00	\$0.00

TOTAL \$206,325.00


Quotation Comments

Contract #: C000000181136

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: **06AP0** | DUNS: **938836541**

TIN: **95-4634907** | F-23 **12/09**



From: [Dell \(please do not reply\)](#) on behalf of [Dell Inc.](#)
To: [Le, Michael](#)
Subject: Dell eQuote #:1033602811408
Date: Monday, October 4, 2021 11:34:16 AM

CAUTION: This email is from outside the Galveston ISD organization. Do not click on links or attachments unless you expect them from the sender and know the content is safe. The MIS Department will NEVER under any circumstance ask for your username and password.



You have received an eQuote 1033602811408

An eQuote has been sent to you from your Dell Online Store.
This eQuote will expire on 01/02/2022

Who sent this eQuote

Saved by: esthersoto@gisd.org

To retrieve this eQuote

Login to [Premier](#)

Sign in to Galveston ISD

Click on "Quotes" in the top menu bar and search for eQuote number 1033602811408

eQuote Name	Esther Soto
Saved By	esthersoto@gisd.org
Account Name	Galveston ISD
Contract Code	C000000006841

eQuote Summary

Description	Quantity	Unit Price	Subtotal
Chromebook 11 3100 2-in-1	525	\$367.65	\$193,016.25

eQuote Subtotal	\$193,016.25
Promotional Discounts*	\$0.00
Shipping*	\$0.00
Shipping Discount*	\$0.00
Estimated Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

eQuote Total* **\$193,016.25**

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
s004c31002n111usr Chromebook 11 3100 2-in-1	525	\$299,250.00
Premier discount		\$106,233.75
(Unit Price after discount: \$367.65 ea.)		\$193,016.25

Module	Description	Product Code	Skus	ID
Chromebook 11 2IN1 3100	Dell Chromebook 3100 2-in-1	GNLFR2Z	[210-ARJM]	1
Base Options	Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W)	G92DCGI	[338-BUUJ]	149
Memory	8GB 2400MHz LPDDR4 Non-ECC	GKBJY8M	[370-ADZJ]	3
Hard Drive	32GB eMMC Hard Drive	GW5DKLZ	[400-AWCZ]	8
LCD	11.6" HD 1366 x 768 WVA 16:9 Touch with Corning® Gorilla® Glass NBT, Camera & Microphone	GZG6LAO	[391-BDYD]	760
Keyboard	Internal English Keyboard	GZYMOCX	[580-AHSS]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless	Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	GDNTE1J	[555-BEVK]	19
Primary Battery	Primary 3-Cell 42Whr Battery	GXKQ9HO	[451-BCNK]	112
Power Supply	65W Type-C Adapter US 125V,1M	GMUXTW2	[492-BCXP] [537-BBBL]	1015
PalmRest	Palmrest with World Facing Camera	GOWQT3Z	[346-BEVK]	55
Placemat	Quick Start Guide	GLCDOI5	[340-CKWI]	60
Carrying Cases	No Carrying Case	G3WKG0Y	[460-BBEX]	118
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
Configuration Type	3100-2in1_R_2HFY20_014/US/BTS	FG0013	[998-DXYX]	572
Label	Label 0X22	GXA02L3	[389-DPUH]	676
Packaging	Min Config Packaging	GA1G42C	[340-CKYJ]	465
Processor Branding	Celeron CPU Label	CELLBL	[389-BHZJ]	749
Transportation from ODM to region	Smart Selection Shipment, Chromebook (VS)	GRCZH4G	[800-BBQM]	200080
Packaging Label	POD Label	POD	[389-BKKL]	292
Modem	No UPC Label	NOUPC	[389-BCGW]	14
Retail	Non Retail Order	NRTL	[631-ABBH]	224
Color Choice	Touch LCD Cover	GYP1M9E	[320-BCUB]	380
Service	1 Year Mail In Service	G4MGWIN	[823-5385] [823-5386]	29

eQuote Subtotal	\$193,016.25
Promotional Discounts*	\$0.00
Shipping*	\$0.00
Shipping Discount*	\$0.00
Estimated Tax*	\$0.00

eQuote Total* **\$193,016.25**

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



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Presented To:
 Michael Le
 Galveston ISD
 409-766-5175
michaelle@gisd.org



www.cmsc.com
 722 Goddard Ave.
 Chesterfield, MO 63005

Date:
 8/13/21

Account Manager
 Terrie Idel
 (800)511-6793
tidel@cmsc.com

Manufacturers Part #	Description	Qty	Unit Price	Total Cost	Lead Time	Condition
	Dell 3100 11" Intel Celeron N4020 - 4GB RAM - 32GB eMMC - Chrome OS	525	\$400.00	\$210,000.00	5-7 Days	New
CROSSWDISEDUNEW	Google Chrome OS Management Console - License - Academic	525	\$34.00	\$17,850.00		
	TIPS Contract Number is 200105					
	Dell Limited Hardware Warranty Initial Year; ProSupport Plus: Next Business Day Onsite, 1 Year; ProSupport Plus: Accidental Damage Service, 3 Years; ProSupport Plus: Next Business Day Onsite, 2 Years Extended; ProSupport Plus: 7x24 Technical Support, 3 Years					

** Shipping not included, unless otherwise noted

Total Cost \$227,850.00

NEW = "New in Box", has never been in production, in original packaging
 NOB = "New Opened Box", has never been in production, original box, packaging seal has been broken.
 CMS Refurb = "CMS Refurbished", indicating that the product has been cleaned, tested, and re-packaged by CMS Communications
 Mfg Refurb = "Factory Refurbished", indicating that the product has been tested, refurbished, and authorized by Original Manufacturer
 Cisco WS = "Cisco Wholesale", Cisco Used, has been in production. Cisco reboxed and Certified.

** CMS Refurbished equipment comes with applicable Cisco IOS. Cisco may require re-licensing of the Software (IOS) which is the responsibility of the End User

- ** This quote is Proprietary and is ONLY intended for the End User noted on this quote. This quote is not to be forwarded or shared with other vendors, sales reps or manufacturers.
- ** Violation of this policy will VOID any and all CMS Communication warranties in addition to the ability to return to CMS the products listed on this quote.
- ** All sales are final. No returns without written approval from CMS Communications. contracts. CMS approval required.
- ** Non-Defective Hardware under support contracts may not be eligible for return.
- ** Non-Defective Hardware may not be eligible for return after 30 days.
- ** Non-Defective Hardware not in the same condition, e.g, New In Box (NEW) hardware that has been opened may not be eligible for return and/or will be subject to a restocking fee.
- ** All Software, Licenses and Support contracts are Non-Returnable, Non-Refundable and Non-Transferable
- ** Special order items or custom items are non-returnable, non-refundable
- ** Restocking amounts are subject to the conditions of the return.

Pricing does not include sales tax
 Shipment F.O.B. Chesterfield, MO
 Delivery schedule is based on availability at time of order