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October 29, 2019

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

RE: WC Docket No. 02-6; Request for Waiver for Non Payment of Service Provider Invoices

Service Provider: SYNERTEC SOLUTIONS INC
SPIN: 143030949
Applicant: LINDEN SEVENTH-DAY ADVENTIST SCHOOL
BEN: 16041342
Funding Year: 2012
Form 471 Application No. 866163
FRN: 2374620, 2374700 and 2374745
Service Provider Invoices 2814071, 2814077 and 2826510

Dear Ms. Dortch,

I the above Service Provider respectfully seek a waiver for Non-Payment of Service Provider Invoices related the above listed FRNs for work duly completed within the prescribed time as stated in the attached Revised Funding Commitment Decision Letter dated November 7, 2017 for which payment of my invoices and an appeal were by USAC/SLD

On May 22, 2018 and July 3, 2018, I submitted the below listed invoices for which reimbursement was denied based on a FCDL that was issued in 2012 with a Contract Expiration date of 6/30/2013, a date that was four years earlier than the issuing of Revised FCDL of November 9, 2017 from which substituted equipment were installed.

Item #1. 143030949|Synertec Solutions Inc. |hgayle@synertec.com|usacstatement@universalservice.org|2|\$0.00| Schools And Libraries|As of May 22, 2018
SPI|143030949|LINSDAIC-Network|2374620|"SLD Invoice
Number:2814071;Line Item Detail Number:9176631;Amount
Requested:47186.10;Bill Date> [90] days 471 Term or Cnt
Ext;36;**Billed Date After Contract Expiration Date;224;"|062013|\$0.00**
Your Total Actual Disbursement: \$0.00

Item#2. SPI|143030949|LINSDAIC-SERVERS|2374700|"SLD Invoice
Number:2814077;Line Item Detail Number:9176523;Amount
Requested:28729.80;Bill Date> [90] days 471 Term or Cnt
Ext;36;**Billed Date After Contract Expiration Date;224;"|062013|\$0.00**
Your Total Actual Disbursement: \$0.00.

Item#3. 143030949|Synertec Solutions Inc. |hgayle@synertec.com|usacstatement@universalservice.org|1|\$0.00|

Schools And Libraries|As of July 03, 2018
SPI|143030949|Linden PBX|2374645|"SLD Invoice Number:2826510;Line
Item Detail Number:9228359;Amount Requested:5850.00;Ship Date >
[136] days (486) Early Term Dt;67;Ship Date> [90] days 471 Term or
Cnt Ext;68;Ship **Date After Contract Expiration**
Date;226;"|062013|\$0.00 Your Total Actual Disbursement: \$0.00.

Since that time, I made several calls and opened/reopened cases in the EPC regarding the denial of payment of my invoices in the above referenced FRNs. The issue was escalated on 6/28/2018 at which time I was advised to wait for 60 days.

As noted in the remittance statements above and previous cases filed through the EPC, the initial denial of the above invoices was based on an outdated FCDL with contract expiration date of 6/30/2013, five years before the work was actually. I explained through case filings and by telephone done that the application went had gone through approximately four years of selective review, Appeals, FCC waivers and was issued a new FCDL with a new contract expiration date, Installation Delivery Deadline and Invoice Deadline Extension until September 30, 2017 so it didn't make sense that a denial could be issued based on that fact.

Also, due to the fact that the application was done in 2012 and all of the equipment quoted in 2012 service agreement were by this time outdated, the school had to apply for a Service Substitution and as a result was subsequently issued a Revised FCDL on November 9, 2017 with a new Last Allowable Date for installation and Delivery of Service of September 30, 2018. All the updated equipment were installed, tested, provisioned and turned over to the school by mid-December of 2017, a clear ten months before the last date allowed for installation and delivery of service. I thereby assumed that I had until September 30, 2018 to invoice for my services as well.

After months of calling and waiting for my invoices to be paid, I again contacted the SLD Client Services Bureau on August 28, 2018 and was informed that my invoices were still under review and that it had been escalated.

On August 31, 2018, I was contacted by a Client Services Bureau Rep who with whom I had spoken to on the 28th and was advised that I needed to have the school to file another Form 500 for an extension, which they did online through the EPC on **September 27, 2018** three days before the installation deadline date as is required under the USAC rules and was issued **Case ID 124293** and which they then gave to me to use as a reference in my ongoing communication with the SLD.

Upon receiving the case number from the school, I followed up with the Client Service Bureau again on 10/25/2018, **Case #252938** and was told that my bill date was beyond the Revised Contract Date of 6/30/2017 referencing a previous approved Form 500 #1141439. I then enquired about the new Form 500 that was filed by the applicant on September 27, 2018 for an Invoice Deadline Extension and was told by the CSB representative that he saw the case number in the system but was unable to find the Form 500 application itself of which he was quite puzzled and placed me on hold to investigate further.

When he returned to the line, he told me that the reason he wasn't able to find the Form 500 Application and that the new system only recognizes applications from 2015 onward and that all applications that predated Funding Year 2015 were being handled in another system that he did not have access to. With no clear directions given as to the possible next steps in having the issue resolved, I opened a new enquiry, **Case #254503 on November 6, 2018** at which time I was advised to file an appeal

On November 26, 2018, I filed an appeal with the SLD. I followed up multiple times between the times I filed the appeal to the time I was told on August 29, 2019 that my appeal had been denied because the bills submitted for support were after contract expiration date of 5-18-2018. So now they gave an entirely different reason for the denial without regard for the chronological facts I

outlined in the appeal which is the same information I'm submitting in this waiver. Upon being told this, I asked the rep how is it that was never informed by an official letter to which she replied that a letter was sent to one, Robert Forrest, the then Erate Consultant of the school who had filed the original Erate application for Funding Year 2012.

I told the representative that I knew who Mr. Forrest was but that I did have a business relationship with him, he did not represent my company, neither was I in touch with for the past five years nor did I know his whereabouts. I also told her that as the Service Provider and the person who filed the appeal, I was entitled under USAC rules to receive a copy of the Denial of Appeal Letter with 60 days' notice file a waiver with the FCC. After much protesting, she relented and emailed me a copy of the letter on the same day, August 29, 2019.

I asked her to have the date changed to reflect the date I received the letter as it was approximately 28 days after the original issue date which would begin my 60 day notice to file a waiver but she said it did not fall in her area of responsibility. I told her that I was being denied due process because under USAC rules I am supposed to be given 60 days to file a waiver or an appeal. Today, as of the filing of this waiver, marks the 60th day since I received the denial notice.

I do believe that my case was given the proper attention, given the facts and circumstances outlined and I respectfully ask that everything be taken into consideration during your deliberation.

Although a Form 500 (**Case ID 124293**) was filed on September 27, 2018, three clear days before the last date of Service Delivery Installation Deadline of September 30, 2018, no one at SLD has been able to give a proper account of what really happened to that application

If a had not followed up on August 29, I would not have known that my appeal had been denied

The reason stated for the non-payment of my invoices and the denial of my appeal was that "USAC denied your request for Invoice because the bills submitted for support were after contract Expiration date of 5-18-2018". Yet the RFCDL had a Service Delivery Deadline Date of September 30, 2018, a period of over 130 days after the contract expiration date.

The related work was completed in less than a month after the Revised FCDL dated November 9, 2017 was issued, with the school enjoying all the benefits of their new state of the art network infrastructure since that time, while I have to deal with the frustration of trying to recoup over \$81,675.90, the sum of the outstanding invoices.

I was sued by one of my subcontractors for \$25,000, for work he did on the project and had to pay him out of my pocket so all together, I'm at a loss on this project of over \$100,000 and struggling to keep up my financial obligations because of it. I am an honest, hardworking and diligent small business owner who tries at all cost to play by the rules. How in God's name can this be fair that I've spent my own money and satisfactorily completed this job and now being told that my invoices have been denied while USAC/SLD still is unable to provide an explanation about the Form 500 that was filed in order to get a new contract expiration and a new invoice deadline extension?

Thanks in advance for your most favorable consideration

Respectfully Submitted

Humphrey A. Gayle, Owner & Sr. Project Consultant
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