

REQUEST FOR PROPOSALS (RFP)
CATEGORY ONE – INTERNET and WIDE AREA NETWORK
E-RATE FUNDING YEAR 2027

FCC FORM 470#: 270000363
APPLICANT NAME: COLQUITT COUNTY SCHOOL DIST.
BILLED ENTITY NUMBER: 127526

REQUEST FOR PROPOSALS (RFP)

The Applicant identified above hereby solicits competitive proposals from qualified Service Providers for the provision of E-Rate eligible Category One Internet Access services and Wide Area Network (WAN) services pursuant to the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) as administered by the Universal Service Administrative Company (USAC) under authority of the Federal Communications Commission (FCC).

This procurement is subject to all applicable federal, state, and local procurement laws, FCC regulations, USAC program requirements, and any Applicant-specific policies.

Service Providers responding to this solicitation are solely responsible for ensuring full compliance with all applicable E-Rate competitive bidding, pricing, equipment eligibility, invoicing, and record retention requirements.

RFP TIMELINE

- **RFP Issued:** 10/13/2026
- **Deadline for Submission of Questions:** 10/23/2026
- **Responses to Questions / Addenda Issued By:** 10/28/2026
- **Proposal Submission Deadline:** 11/25/2026

Mandatory Compliance Notice:

In accordance with FCC rules, the proposal submission deadline shall allow for no fewer than twenty-eight (28) full days from the posting date of the associated FCC Form 470 and/or RFP, whichever is later.

RFP CONTACTS

All communications regarding this procurement must be directed exclusively to all designated contacts below:

- Jarrod Brogdon: jarrod.brogdon@colquitt.k12.ga.us
 - Gus Faulk: gus.faulk@colquitt.k12.ga.us
 - Skylands E-Rate Operations Team: bids@e-rate.org
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COMMUNICATION AND PROCUREMENT INTEGRITY REQUIREMENTS

Authorized Communications:

- All questions, requests for clarification, and correspondence must be submitted in writing via email to all designated RFP contacts.
- Responses to material questions shall be issued through formal written addenda. If no questions are received as outlined in the RFP timeline, an addenda will not be posted for question-and-answer purposes.
- Verbal communications, informal discussions, and individual interpretations will not and shall not be binding.

Strict Prohibition on Unauthorized Contact:

Offerors are expressly prohibited from contacting any employee, representative, or agent of the Applicant not expressly authorized in this RFP. This includes, but is not limited to Board members, Superintendents/Directors, IT personnel not listed herein, Procurement staff not listed herein, Consultants other than designated contacts.

Violation of this restriction will result in immediate disqualification.

Duty to Monitor:

Offerors bear sole responsibility for monitoring the following on a regular basis:

- FCC Form 470 postings
- EPC updates
- Applicant communications
- Addenda
- Procurement portals, where applicable

Failure to monitor updates shall not relieve Offerors of compliance obligations.

PROPOSAL SUBMISSION REQUIREMENTS

Submission Instructions:

- Proposals **must** be submitted electronically to all listed RFP contacts.
 - Late submissions shall be automatically disqualified.
 - Applicant receipt timestamp shall control submission timeliness.
 - Partial submissions may be rejected unless expressly permitted.
- Offerors are solely responsible for ensuring timely and complete delivery of proposals, including mitigation of technical failures or transmission delays.

Mandatory Proposal Components:

Each proposal must include, at minimum:

- Applicant name
- BEN
- FCC Form 470 number
- Service Provider Name
- Service Provider Identification Number (SPIN)
- Service Provider contact information
- Terms and conditions
- Completed pricing worksheet
- Completed and signed Vendor Certification page (see the Vendor Certification section of this RFP)
- Written implementation and transition plan
- Service Level Agreement information requested in this RFP
- Three (3) customer references
- Completed Exceptions worksheet, if the Offeror takes any exception to this RFP

Each proposal is encouraged to include the following. Failure to provide the following may adversely affect the scoring of your proposal.

- SPI invoicing capability certification
- E-Rate compliance certifications (broad compliance with FCC rules, USAC procedures, LCP, Gift Rules, Record Retention, etc.)
- Supply chain compliance certification (ensures compliance with FCC Order 19-121)
- Debarment/suspension certification (confirms vendor is not FCC barred, Federal debarred, SAM excluded, etc.)
- FCC Red Light Rule Compliance Certification. Offerors should certify that they are not currently subject to the FCC's Red Light Rule (47 C.F.R. § 1.1910), are in good standing with all FCC financial obligations, and are not delinquent on any debts owed to the FCC.
- Conflict of interest disclosure (vendor disclosure statement that ensures no unfair bidding advantage or relationships have improperly influenced the procurement process, proposal development, or bid submission).
 - Failure to fully disclose relevant conflicts may result in disqualification, contract termination, or referral to appropriate regulatory authorities.

Proposal Validity:

Proposals must remain valid for a minimum of 180 days from submission unless otherwise stated.

Proposal Exceptions / Deviations:

By submitting a proposal, the Offeror acknowledges that it has reviewed and agrees to comply with the terms, conditions, and requirements set forth in this RFP unless specific exceptions are clearly identified in the proposal submission.

Any proposed exceptions, deviations, or alternative terms must be explicitly disclosed in writing as part of the proposal response.

The Applicant reserves the sole right to determine the acceptability of any exceptions, may require withdrawal of unacceptable exceptions, and may consider exceptions or deviations in proposal evaluation and scoring.

Failure to clearly disclose exceptions may result in proposal disqualification or rejection.

PRE-BID MEETING / SITE VISIT

No pre-bid conference or site visit will be conducted.

Proposal Requirements – Complete Response Required

The Applicant is soliciting proposals for a comprehensive telecommunications solution consisting of both Internet Access (IA) services and Wide Area Network (WAN) transport services as described in this Request for Proposals (RFP).

The Applicant intends to award a single contract to one Service Provider for the complete scope of Internet Access and WAN services described herein. Accordingly, Offerors must provide pricing for all requested Internet Access and WAN services. Proposals omitting any required service or location will be deemed non-responsive.

Offerors must submit a proposal that includes pricing and all required information for both Internet Access and WAN services. Proposals that include only Internet Access services, only WAN services, or otherwise fail to address the complete scope of work requested herein shall be considered non-responsive and will be disqualified.

The Applicant has determined that procuring Internet Access and WAN services under a single competitive procurement best serves its operational, administrative, technical, and contractual requirements by providing a coordinated solution, simplified contract administration, unified service management, streamlined implementation, and a single point of accountability for performance.

Accordingly, partial proposals, alternate proposals for only one service category, or proposals omitting any required service shall be rejected as non-responsive.

SCOPE OF WORK PART ONE: DEDICATED INTERNET ACCESS

The Applicant requires a minimum of **5 Gbps** of dedicated, fully managed, symmetrical Internet Access service delivered to the location(s) identified below. The proposed service shall provide reliable, high-speed connectivity to the public Internet and include an enforceable Service Level Agreement (SLA) consistent with the requirements outlined in this RFP.

The proposed solution shall include all equipment, facilities, and services necessary to provide a fully operational Internet Access solution. If customer premises equipment (CPE), including a managed router, is required for the proper operation of the proposed service, the Offeror shall include such equipment and all associated licensing, maintenance, monitoring, and support in its proposal. Offerors should also provide pricing for static public IPv4 addresses. Offerors are encouraged to identify any IPv6 capabilities included with the proposed service.

The Applicant's preference is for Leased Lit Fiber service or a functionally equivalent technology that provides comparable reliability, scalability, and overall network performance. Offerors proposing an alternative technology must clearly demonstrate that the proposed solution meets or exceeds the performance characteristics of leased lit fiber.

The proposed Internet Access service should include, as applicable:

- Dedicated, symmetrical Internet bandwidth.
- Full-time access to the public Internet without intentional oversubscription of the Applicant's committed bandwidth.
- Ethernet handoff as appropriate for the proposed solution.
- Fully managed Internet Access service, including proactive monitoring and fault management by the Service Provider.
- A managed router, if required for service functionality.
- Support for IPv6 connectivity, if available.
- Twenty-four (24) hours per day, seven (7) days per week network monitoring and technical support through the Service Provider's Network Operations Center (NOC).
- Installation, configuration, testing, and activation of all services necessary to place the circuit into production.
- Compliance with all applicable FCC and USAC E-Rate requirements.
- A block of static public IPv4 addresses sufficient to meet the Applicant's requirements. Offerors shall identify the block size(s) available and any associated recurring or non-recurring cost.
- Recursive DNS resolution and network time (NTP) services, where offered by the Service Provider as part of the managed Internet Access service. Offerors shall describe any such services included in the proposed price.
- Real-time and historical bandwidth utilization reporting accessible to Applicant staff.

- Unfiltered Internet access. The Applicant provides its own CIPA-compliant content filtering. Content filtering is not requested under this solicitation and shall not be included in proposed pricing.

Dedicated Internet Access service is requested for the following location(s):

- **District Office — 710 Lane Street, Moultrie, GA 31768 (Entity Number 17010362)**

The District Office also serves as the Hub Site for the Wide Area Network described in Scope of Work Part Two. The Internet Access bandwidth ordered under this RFP will be shared by all Applicant locations by way of the WAN.

Prospective bidders shall provide pricing for the following bandwidth options:

- **5 Gbps symmetrical (required)**
- 10 Gbps symmetrical (optional alternate pricing). Alternate pricing is requested for the Applicant's planning purposes and will not be used in the primary price evaluation.

The Applicant reserves the right to evaluate proposals offering higher bandwidths, additional service options, or functionally equivalent solutions when determined to be in the Applicant's best interest and consistent with applicable FCC and USAC competitive bidding requirements.

SERVICE LEVEL AGREEMENT (SLA) REQUIREMENTS FOR INTERNET

The Applicant requires each Offeror to provide a detailed description of the proposed Service Level Agreement (SLA) applicable to the requested Internet Access service. The information provided will be used by the Applicant to evaluate the overall quality, reliability, and support capabilities of the proposed service. Failure to provide the requested information may adversely affect the evaluation of the proposal.

At a minimum, each proposal shall include the following:

- Guaranteed network availability (uptime), including the methodology used to calculate and measure availability.
- Guaranteed average network latency applicable to the proposed service.
- Guaranteed packet loss percentage.
- Guaranteed network jitter.
- Guaranteed Mean Time to Repair (MTTR) for service-affecting outages.
- Guaranteed initial response time for reported service interruptions.
- A description of the vendor's escalation procedures, including the process for escalating unresolved service issues.
- The hours of operation for the vendor's Network Operations Center (NOC), including after-hours support availability.

- A description of scheduled maintenance policies, including customer notification procedures and standard maintenance windows.
- A description of any service credits or other contractual remedies available in the event the vendor fails to meet the guaranteed service levels.
- A description of the methods available for reporting service outages, including telephone, email, and online support options.
- Information regarding any customer portal or network management tools available for monitoring service status, submitting support requests, and reviewing outage history or performance metrics.
- A description of any performance reporting available to the Applicant, including bandwidth utilization reports, SLA performance reports, or other network performance metrics.

The Applicant reserves the right to consider the quality, enforceability, and comprehensiveness of the proposed Service Level Agreement when evaluating proposals.

SCOPE OF WORK PART TWO: WIDE AREA NETWORK (WAN) SERVICES

The Applicant is seeking competitive proposals from qualified Service Providers to furnish fully managed, E-Rate eligible Wide Area Network (WAN) transport services connecting the Applicant's designated Internet Access demarcation point ("Hub Site") to each remote location identified in the Service Request section of this Request for Proposals (RFP).

The proposed solution shall provide reliable, high-capacity, symmetrical Ethernet transport capable of supporting the Applicant's instructional, administrative, voice, video, cloud-based, and other mission-critical network applications. Layer 3 routed transport is desired, as further described under Network Performance Requirements below. The successful Offeror shall furnish all labor, materials, facilities, electronics, equipment, software, licensing, project management, testing, installation, monitoring, maintenance, and support necessary to provide a fully operational WAN solution.

The Applicant's Internet Access demarcation ("Hub Site") is located at:

- **District Office — 710 Lane Street, Moultrie, GA 31768 (Entity Number 17010362)**

The proposed WAN shall provide transport services between the Hub Site and every location identified in the Service Request section of this RFP.

Offerors must submit proposals covering all locations identified herein. Partial proposals will be considered non-responsive and will not be evaluated

The Applicant requires fully managed, leased, lit, symmetrical Ethernet transport services between the Hub Site and each site listed below.

Site Name (Entity Number)	Physical Address	Requested Bandwidth
District Office (17010362)	710 Lane Street, Moultrie, GA 31768	10 Gbps
Colquitt County High School (16080429)	105 Darbyshire Road, Norman Park, GA 31771	10 Gbps
Gray Junior High School (34574)	812 11th Avenue NW, Moultrie, GA 31768	10 Gbps
Williams Middle School (34571)	950 4th Street SW, Moultrie, GA 31768	10 Gbps
Cox Elementary School (34578)	1275 11th Avenue SE, Moultrie, GA 31768	10 Gbps
Doerun Elementary School (34537)	111 Mathis Avenue, Doerun, GA 31744	10 Gbps
Funston Elementary School (34553)	137 Academy Street, Funston, GA 31753	10 Gbps
Hamilton Elementary School (34556)	5110 GA Highway 111, Hartsfield, GA 31756	10 Gbps
Norman Park Elementary School (34581)	249 W. Weeks Street, Norman Park, GA 31771	10 Gbps
Odom Elementary School (34573)	2902 Sardis Church Road, Moultrie, GA 31788	10 Gbps
Okapilco Elementary School (34568)	3300 GA Highway 33 N, Moultrie, GA 31768	10 Gbps
Stringfellow Elementary School (34570)	200 5th Avenue SW, Moultrie, GA 31768	10 Gbps
Sunset Elementary School (34572)	698 US Highway 319 S, Moultrie, GA 31768	10 Gbps
Vereen Multi-Purpose Center (34575)	60 Greenwood Avenue, Moultrie, GA 31768	10 Gbps
Wright Elementary School (34579)	1812 2nd Street SE, Moultrie, GA 31768	10 Gbps
Facilities (17010368)	425 Industrial Drive, Moultrie, GA 31788	1 Gbps
Transportation (17010370)	2228 County Farm Road NE, Moultrie, GA 31788	1 Gbps
Network Services/PEC	710 Lane Street, Moultrie, GA 41768	1 Gbps

Bandwidth Requirements

The Applicant requires the committed bandwidth identified for each location in the table above. Regardless of the committed bandwidth ordered at the start of service, each dedicated circuit shall be provisioned on facilities, electronics, and handoffs capable of supporting up to 10 Gbps, and the Applicant shall be able to increase any circuit up to 10 Gbps at any time during the contract term, including any exercised renewal period.

Bandwidth increases shall be made at the Offeror's quoted rate for the higher bandwidth, shall be treated as an amendment to the existing agreement, and shall not constitute a new contract or extend the contract term.

Offerors shall provide pricing for each service location at the requested bandwidth shown in the table above, and shall additionally provide 10 Gbps pricing for each location requested at 1 Gbps, using the attached Pricing Workbook, so that the Applicant may evaluate the cost of increasing any circuit during the contract term.

At a minimum, the proposed WAN solution shall include:

- Dedicated Layer 3 Ethernet transport between the Hub Site and each remote site.
- Layer 3 dynamic routing between the Hub Site and each remote site. The Applicant desires support for OSPF and/or BGP; Offerors shall identify which dynamic routing protocols the proposed service supports.
- Service Provider-managed Layer 3 device(s) at each location where required to deliver the routed service, including all associated hardware, licensing, configuration, maintenance, monitoring, and support.
- Routing among Applicant locations across the Service Provider's backbone such that each site is reachable from every other site. An any-to-any (mesh) design in which the Service Provider delivers the full committed bandwidth to each site is preferred over a design that requires all inter-site traffic to traverse the Hub Site.
- Circuits capable of supporting up to 10 Gbps at every location, as described under Bandwidth Requirements above.
- Symmetrical committed bandwidth.
- Ethernet handoff utilizing fiber optic or copper interfaces, as appropriate for the proposed solution.
- Fully managed transport service, including proactive monitoring, fault detection, and network management by the Service Provider.
- Installation, configuration, testing, acceptance testing, and activation of all services required to place the network into production.
- Twenty-four (24) hours per day, seven (7) days per week monitoring through the Service Provider's Network Operations Center (NOC).
- Fault isolation, trouble ticket management, escalation procedures, and restoration services.
- Compliance with all applicable FCC, USAC, and E-Rate program requirements.

Unless specifically identified otherwise in the proposal, all equipment necessary to deliver the requested transport service shall be included by the Service Provider.

Acceptable Transport Technologies

The Applicant will consider proposals utilizing:

- Leased Lit Fiber
- Carrier Ethernet
- Metro Ethernet
- Ethernet services provided over third-party fiber infrastructure
- Other fully managed transport solutions that satisfy all technical requirements contained in this RFP

Offerors may utilize facilities owned by the Service Provider, leased facilities, or third-party carrier infrastructure.

All proposed solutions shall provide equivalent or superior reliability, scalability, availability, and network performance.

Offerors proposing solutions utilizing third-party facilities shall remain solely responsible for contract performance, service delivery, maintenance, and compliance with all requirements contained herein.

Network Performance Requirements

The proposed WAN shall:

- Deliver dedicated symmetrical bandwidth between the Hub Site and each remote location.
- Provide Layer 3 routed transport consistent with the requirements above. Offerors proposing transparent Layer 2 Ethernet transport in the alternative shall clearly identify that approach, describe how the Applicant's inter-site routing requirements will be satisfied, and identify any equipment or configuration the Applicant would be required to provide.
- Support the Applicant's existing network architecture without requiring unnecessary modification.
- Support bandwidth upgrades during the contract term where commercially available.
- Minimize latency, jitter, and packet loss.
- Be engineered to support real-time voice, video conferencing, cloud services, and instructional applications.
- Include commercially reasonable resiliency within the provider's network infrastructure.

Managed Services

The Service Provider shall provide comprehensive management of the proposed WAN, including:

- Continuous network monitoring.
- Fault detection and notification.
- Incident management and escalation.
- Circuit maintenance.
- Coordination with third-party carriers, where applicable.
- Customer technical support available twenty-four (24) hours per day, seven (7) days per week.
- Access to an online customer portal, if available, for service monitoring, ticket management, and outage reporting.

The Service Level Agreement requirements set out in the Service Level Agreement (SLA) Requirements section of this RFP apply equally to the WAN services requested herein. Offerors shall state the guaranteed availability, latency, packet loss, jitter, MTTR, and response commitments applicable to WAN circuits, and shall identify any differences between the WAN and Internet Access service levels.

Scalability

The proposed WAN solution shall be scalable throughout the contract term. The resulting contract shall permit:

- Bandwidth upgrades up to the maximum commercially available capacity at each location.
- Addition of new eligible Applicant locations under the same pricing methodology, where technically feasible.
- Removal of permanently closed locations without early termination penalties.
- Relocation of service when operationally necessary.

Bandwidth modifications shall be treated as amendments to the existing agreement and shall not constitute a new contract or extend the contract term.

Special Construction

If special construction is required, Offerors shall separately identify:

- Special Construction Charges.
- Monthly Recurring Charges (MRC).
- Non-Recurring Charges (NRC).
- Eligible and ineligible E-Rate cost allocations.
- Construction schedule.
- Description of proposed facilities.
- Ownership of constructed facilities upon completion.
- Any Applicant responsibilities associated with construction.

Failure to separately identify Special Construction costs may adversely affect proposal evaluation.

Network Documentation

Offerors are encouraged to provide the following with their proposals:

- Logical network topology diagram.
- Description of transport architecture.
- Identification of any third-party carrier facilities.
- Project implementation schedule.
- Installation methodology.
- Customer acceptance testing procedures.

Resiliency and Service Continuity

Offerors shall describe the provisions available for continued service in the event of damage to, or failure of electronics, or facilities. At a minimum, each proposal shall address:

- Physical route diversity and/or protected (ring) topology available at each location, and identification of any location served by a single unprotected path.
- Automatic failover or rerouting capability within the Service Provider's network, including expected convergence time.
- Redundancy of the Internet Access service and of the Hub Site aggregation, including any second path, second handoff, or diverse upstream transit available.
- Typical and guaranteed restoration times for a service disruption, and the Service Provider's process for emergency restoration.
- Identification of any known single points of failure in the proposed design.
- Any optional redundancy, diverse path, or backup connectivity offered. Such options shall be priced separately in the Pricing Workbook and clearly identified as optional so that they can be evaluated apart from the base solution.

Technical Support Requirements

The following support requirements apply to both the Internet Access and WAN services requested under this RFP. Offerors shall state their guaranteed commitment for each item. A general description of support practices will not be accepted in place of a stated commitment.

- Technical support available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, with a guaranteed initial response time of four (4) hours or less for service-affecting issues.
- Direct access to support personnel who possess the training, system access, and authority necessary to expedite resolution, without requiring escalation through non-technical intake staff.
- A documented escalation path identifying titles and contact information, including after-hours contacts.
- A designated account or service manager for the Applicant and a single point of contact for service issues.

- Trouble ticket creation, status visibility, and ticket history available to Applicant staff.
- Advance notice of scheduled maintenance and a defined standard maintenance window.

Implementation and Transition Plan

Offerors shall submit a written implementation plan demonstrating that the proposed services can be installed, tested, and placed into production with minimal disruption to the Applicant's instructional and administrative operations. The implementation plan is a scored element of the evaluation. At a minimum, the plan shall include:

- A project schedule identifying major milestones from contract award through acceptance of all circuits.
- The date by which all services will be fully operational. All services shall be installed and operational no later than the first day of the E-Rate Funding Year 2027 service period, unless a later date is expressly approved in writing by the Applicant.
- Identification of a named project manager and a single point of contact for implementation.
- The proposed approach to cutover at each location, the expected duration of any service interruption, and confirmation that cutover activities will be scheduled outside of instructional hours or during periods approved in advance by the Applicant.
- Any Applicant resources, site access, rack space, power, or coordination the Offeror will require.
- Site survey and construction sequencing, including identification of any location expected to require special construction.
- Acceptance testing procedures and the documentation that will be provided to the Applicant upon completion of each circuit.
- The Offeror's plan for coordinating with the Applicant's incumbent provider(s), where applicable, to avoid service interruption during transition.

Contract Terms for Internet and WAN

Prospective bidders shall provide pricing for the following contract terms:

- 36 Months
- 60 Months

In addition to the initial contract term(s), all proposals shall include provisions for up to two (2) optional one-year (1+1) renewal periods, exercisable solely at the Applicant's discretion and subject to mutual written agreement between the Applicant and the selected Service Provider.

Offerors shall clearly identify all Monthly Recurring Charges (MRC), Non-Recurring Charges (NRC), and any Special Construction Charges associated with each proposed contract term.

Pricing shall remain firm throughout the initial contract term and any exercised renewal period(s), except as otherwise expressly permitted by the resulting agreement.

The Applicant reserves the exclusive right to determine the contract term that provides the best overall value and most cost-effective solution consistent with the Applicant's operational needs and applicable FCC and USAC E-Rate program requirements.

- Applicant intends to enter into a legally binding written agreement.
- Annual appropriation/non-appropriation provisions may apply.
- Written amendments are mandatory for all changes.
- FCC service delivery deadline extensions may be incorporated where applicable.

All contracts must include a clause allowing the Applicant to terminate circuits early, without penalty, if a location is closed. Furthermore, if the Applicant opens a new location, the contract must allow for that site to be added at the existing MRC rate for the remainder of the contract term, with the Applicant responsible for any associated one-time charges to incorporate the new site into the network.

Contracts shall permit bandwidth increases up to the maximum commercially available bandwidth offered by the selected Service Provider at the service location. Such bandwidth adjustments, including during any renewal periods, shall be treated as amendments to the existing agreement rather than new agreements, and will not extend the contract term.

PRICING REQUIREMENTS

All proposals must include:

- Itemized unit pricing
- Extended totals
- Separate eligible/ineligible cost allocation
- MRC (Monthly Recurring Charges)
- NRC (Non-Recurring Charges)
- Special Construction Charges (SPC)
- Installation labor
- Configuration costs
- Shipping/freight
- Taxes and fees
- Warranty costs
- Licensing fees (if applicable)

Pricing Integrity:

- Pricing must remain firm for full contract duration.

- No unilateral price escalations permitted.
- Promotional pricing exceeding 90 days must be reflected where applicable.
- Pricing must comply with Lowest Corresponding Price rules.

Tariffs / Import Costs:

If tariff exposure exists, Offeror must clearly disclose:

- Affected products
- Proposed adjustment methodology
- Contractual limitations

Applicant retains sole discretion over acceptance.

BEST AND FINAL OFFER (BAFO)

The Applicant reserves the right, at its sole discretion, to request Best and Final Offers (BAFO) from all responsive and responsible Offerors.

If BAFO is utilized:

- All eligible Offerors shall receive equal notice
- Uniform submission requirements shall apply
- Identical deadlines shall be enforced
- BAFO requests shall preserve full FCC competitive bidding compliance

Nothing herein obligates Applicant to request BAFO.

VENDOR QUALIFICATIONS AND REFERENCES

Each Offeror shall provide the following with its proposal. References from K-12 school districts are preferred but are not required.

- A description of the Offeror's experience providing Internet Access and Wide Area Network services of comparable size, scope, and geography.
- Three (3) customer references, including organization name, contact person, title, telephone number, and email address. The Applicant may contact any reference directly and may use the reference questionnaire attached as Appendix B.
- A description of the Offeror's support organization, including the number and general location of the engineering and support staff who would serve the Applicant, and the industry-recognized network certifications held by that staff. The Applicant does not require certifications from any specific equipment manufacturer, and no manufacturer-specific certification will be scored more favorably than any other.
- A description of the Offeror's E-Rate experience and the staff available to support the E-Rate process, including preparation of service descriptions, FCC Form 473 certification, SPI invoicing, and responses to USAC application or invoice review.
- Confirmation that the Offeror holds a current SPIN and is in good standing with USAC and the FCC.

- Disclosure of any pending litigation, and of any debarment, suspension, or FCC Red Light status within the past five (5) years.

PRESENTATIONS AND CLARIFICATIONS

The Applicant may, at its sole discretion, request that one or more Offerors provide a presentation and question-and-answer session regarding the submitted proposal, conducted in person or by web conference. Any such request will be extended on equivalent terms to all Offerors invited to participate and will be documented. A presentation may not be used to modify submitted pricing except through a formal Best and Final Offer process conducted in accordance with this RFP.

The Applicant may also request written clarification of any proposal. Clarifications may be used to resolve ambiguity but may not be used to cure a materially non-responsive proposal.

EVALUATION CRITERIA

Cost of eligible E-Rate services shall be the highest weighted single factor and shall receive more weight than any other individual factor consistent with FCC rules.

Additional evaluation criteria with less weight may also be taken into consideration during the selection process.

Evaluation Rubric

Proposals will be scored using the weighted criteria set out below. The price of eligible Internet Access and WAN services is the highest weighted single factor, consistent with 47 C.F.R. § 54.503.

Evaluation Criterion	Weight
Price of eligible Internet Access and WAN services, evaluated together	35%
Technical solution and compliance with the requested scope, including bandwidth, Layer 3 routing, scalability, and resiliency	25%
Experience, references, support capability, and Service Level Agreement commitments	20%
Implementation and transition plan that minimizes disruption to Applicant operations	10%
Completeness of response, assurances, and E-Rate compliance documentation	10%
Total	100%

Internet Access and WAN pricing will be evaluated together as a single combined cost. Proposals will be scored on the total cost of eligible services over the proposed contract term. Costs identified by the Offeror as ineligible, and costs the Applicant determines to be

ineligible, will be excluded from the price score but will be considered in assessing overall value and affordability.

The Applicant will evaluate pricing for either the 36-month and the 60-month contract term and reserves the right to award either term.

Optional items, including any optional alternate bandwidth or optional redundancy pricing requested in this RFP, will be evaluated separately and will not be included in the base price score.

Scoring will be performed by an evaluation committee composed of Applicant staff. The committee may be advised by the Applicant's E-Rate consultant; the consultant does not score proposals and does not vote on award.

Applicant reserves sole discretion in proposal evaluation consistent with applicable law.

DISQUALIFICATION FACTORS

Proposals will be disqualified for the following reasons:

- Late submission
- Unauthorized communications
- Does not have a SPIN at the time of proposal submission
- Failure to meet specifications
- Failure to respond to all requested pricing
- Generic or non-responsive pricing
- Submission of a response generated by Artificial Intelligence that contains materially incomplete, inaccurate, or misleading information and/or is not tailored specifically to the Applicant and/or needs of the RFP.
- Inclusion of generic or overly broad pricing lists that do not reflect the specific requirements of this RFP.
- Failure to comply with procurement instructions

INVOICING REQUIREMENTS

The Applicant reserves the sole right to select the invoicing method for the requested products and/or services. By submitting a proposal, the offeror acknowledges and accepts the Applicant's right to choose between the Billed Entity Applicant Reimbursement (BEAR) method or the Service Provider Invoicing (SPI) method.

BEAR Method (FCC Form 472): If the BEAR method is selected, the offeror shall invoice the Applicant for the full cost of the eligible products and/or services. The Applicant will then seek reimbursement for the discounted portion directly from USAC using FCC Form 472.

SPI Method (FCC Form 474): If the SPI method is selected, the Applicant's E-rate discount will be reflected on the FCC Form 471 and confirmed in the Funding Commitment Decision Letter (FCDL), if issued. The offeror shall invoice USAC directly for the discounted portion

using FCC Form 474 and agrees not to invoice the Applicant for any amount covered by the E-rate discount.

Vendor Obligations:

- Timely invoicing cooperation
- Documentation support
- USAC compliance
- No disruption due to billing disputes

E-RATE FUNDING CONTINGENCY

Any contract resulting from this RFP is contingent upon (1) approval by the Applicant's governing board, (2) the Applicant's receipt of a funding commitment from USAC for the requested services for E-Rate Funding Year 2027, and (3) the availability and appropriation of the Applicant's non-discounted share of funding.

If USAC denies funding, reduces the funding commitment, rescinds a commitment, or if funding is otherwise unavailable, the Applicant reserves the right to cancel the resulting contract in whole or in part, to reduce the scope of services, or to renegotiate, in each case without penalty and without further obligation to the Service Provider.

The selected Service Provider shall provide all documentation reasonably required to support the Applicant's E-Rate filings, including service descriptions, FCC Form 473 certification, and any documentation requested by USAC during application or invoice review, within the timeframes required by USAC.

ADMINISTRATIVE, PROCUREMENT, AND E-RATE COMPLIANCE PROVISIONS

- Procurement Rights and Reservation of Authority
 - The Applicant reserves the right, at its sole discretion, to award contracts in whole, in part, or not at all, based on the Applicant's needs, available funding, and the requirements established in this solicitation.
 - The Applicant further reserves the right to reject any or all proposals, waive informalities or minor irregularities, request clarifications, and make award decisions determined to be in the best interest of the Applicant and consistent with all applicable E-Rate and public procurement requirements.
 - In the event of conflict between this RFP and applicable state/local procurement laws, applicable law shall control.
 - The Applicant may, at its sole discretion, extend proposal deadlines, amend procurement schedules, or cancel this solicitation in whole or in part if deemed necessary or advantageous.
- Proposal Submission, Public Disclosure, and Confidentiality

- Submission of a proposal does not create any binding contractual obligation for the Applicant unless and until a formal written agreement and/or authorized purchase order has been fully executed.
- Following contract award and execution, proposal documents may be subject to public inspection in accordance with applicable public records laws.
- Offerors may designate specific portions of their proposals as “Proprietary” or “Confidential,” provided such information is clearly identified and readily separable from non-confidential content. The Applicant will make reasonable efforts to protect properly designated confidential information to the extent permitted by law.
- Pricing, service costs, and other cost-related information shall not be considered proprietary or confidential and may be publicly disclosed.
- Contract Formation and Financial Protections
 - The Applicant reserves the right to reevaluate the cost-effectiveness of contracted services throughout the contract term, consistent with contractual rights and E-Rate program requirements.
 - Offerors proposing products potentially subject to price fluctuations due to tariffs, import restrictions, or other governmental actions must clearly disclose affected products and provide a defined methodology for controlling or limiting future pricing adjustments.
- Conflict of Interest and Competitive Integrity
 - By submitting a proposal, each Offeror certifies that no actual or potential conflict of interest exists that would compromise the fairness of this procurement or create an unfair competitive advantage.
 - The Applicant will conduct this procurement in a fair, open, and competitive manner consistent with FCC E-Rate rules. No vendor, including incumbents, shall receive preferential treatment or improper advantage.
 - Any proposal determined to involve collusion, undisclosed conflicts, or improper competitive influence will be disqualified.
- E-Rate Compliance Requirements
 - This procurement is subject to all applicable Federal Communications Commission (FCC), Universal Service Administrative Company (USAC), and E-Rate program rules.
 - All participating vendors must comply with all E-Rate requirements, including but not limited to:
 - Service Provider Identification Number (SPIN) eligibility
 - FCC Red Light Rule compliance
 - Lowest Corresponding Price requirements
 - Debarment and suspension certifications
 - Gift rule compliance
 - Eligible services compliance
 - SPI invoicing capability, if required
 - Record retention obligations

- Failure to maintain E-Rate compliance may result in proposal disqualification or contract termination.
- Product Demonstrations and Trial Equipment Restrictions
 - To preserve the integrity of the competitive bidding process, product demonstrations, vendor meetings, or equipment evaluations during the active procurement window may be restricted or denied.
 - Following the close of the competitive bidding period, temporary equipment loans for evaluation purposes may be permitted only if:
 - The duration is clearly limited
 - Terms are documented
 - No improper competitive advantage is created
 - Demonstrations or evaluation equipment may only be accepted where permitted by law and where such activities do not compromise competitive fairness.
- Supply Chain Compliance Certification
 - By submitting a proposal, the Offeror certifies compliance with FCC Order 19-121 and all related federal supply chain security requirements.
 - Offerors further certify that proposed equipment and services do not include any equipment, services, or components from entities identified on the FCC's Covered List, including but not limited to Huawei Technologies Company, ZTE Corporation, or any successor-designated covered entities.
 - The Offeror acknowledges that non-compliance may result in proposal disqualification, contract cancellation, or other remedies as permitted by law.
- Installation Completion Deadline
 - All products and services must be delivered and installed in accordance with applicable E-Rate service delivery deadlines unless officially extended by FCC or USAC.

RECORD RETENTION / AUDIT REQUIREMENTS

Pursuant to 47 C.F.R. § 54.516, Service Providers are required to adhere to the following obligations regarding document retention, records production, and audits.

- Service Providers must retain all documents related to the delivery of discounted telecommunications and other supported services for a minimum of ten (10) years following the final day of service delivery. Additionally, any records that demonstrate compliance with statutory or regulatory requirements under the schools and libraries support mechanism must also be retained. Detailed guidelines on document retention can be found in the FCC's Fifth Report and Order.
- Upon request, Service Providers shall produce relevant records to any authorized representative, including auditors appointed by state education departments, the program Administrator, the Federal Communications Commission (FCC), or any local, state, or federal agency with jurisdiction over the matter.

- Service Providers shall be subject to audits and investigations to verify compliance with all statutory and regulatory requirements applicable to the schools and libraries universal service support program. This includes compliance concerning the procurement, delivery, and usage of services and products.
- Service Providers may protect confidential information except where disclosure is required by FCC, USAC, governmental auditors, or applicable law.
- Service Providers are responsible for ensuring that any subcontractors they engage also comply fully with the FCC's requirements related to document retention, records production, and audits.

LOWEST CORRESPONDING PRICE

In accordance with 47 C.F.R. § 54.511, Service Providers are prohibited from submitting bids or charging schools prices that exceed the Lowest Corresponding Price (LCP) for supported services. Exceptions apply only if the Federal Communications Commission (FCC) for interstate services, or the relevant state commission for intrastate services, determines that the LCP is not compensatory. Additionally, promotional rates offered by a Service Provider for periods longer than 90 days must be factored into the comparable rates used to establish the LCP.

All proposals submitted in response to this Form 470 must comply with the E-rate program requirement to offer the Lowest Corresponding Price (LCP). For further details, please refer to the official USAC guidance regarding Lowest Corresponding Price requirements.

COST OF PROPOSALS

All costs and expenses associated with the preparation and submission of proposals in response to this Scope of Work shall be borne exclusively by the vendor.

ADDITIONAL TERMS AND CONDITIONS

- **Governing Law.** This RFP, any resulting contract, and the Offeror's response shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws provisions.
- **Non-Disclosure.** The Applicant reserves the right to require any Offeror to execute a non-disclosure agreement as a condition of receiving Applicant network information.
- **Intellectual Property.** Offerors shall not use the Applicant's name, logos, registered trademarks, or trade names in any marketing, promotional, or public materials without the Applicant's prior written approval.
- **Ownership of Responses.** All proposals and supporting documentation submitted become the property of the Applicant and will not be returned, subject to the confidentiality provisions of this RFP.
- **No Liability.** The Applicant shall not be liable to any Offeror or third party for any costs, expenses, losses, claims, or damages arising from participation in this

procurement or from any information, error, or omission contained in this RFP or provided during the RFP process.

- **Entire Solicitation.** This RFP, together with any addenda and attachments issued by the Applicant, constitutes the entire solicitation. Any modification by an Offeror to the text of this RFP or its attachments, other than completion of the spaces provided for response, is grounds for disqualification.
- **Order of Precedence.** In the event of a conflict among the documents comprising this solicitation, the following order of precedence shall apply: (1) written addenda, in reverse chronological order; (2) this RFP; (3) the Pricing Workbook; (4) any other attachment or exhibit; (5) the Offeror's proposal.

******* END OF RFP *******

APPENDIX A - VENDOR CERTIFICATION

This certification attests to the Offeror's awareness of and agreement to the contents of this RFP, including all attachments and any addenda issued. It must be completed and executed by an officer authorized to bind the Offeror and submitted with the proposal.

The undersigned certifies that _____ (Offeror / Company Name) agrees to be bound by the content of its proposal and to comply with the terms, conditions, and provisions of this RFP and any addenda thereto in the event of an award, except for exceptions expressly disclosed in the proposal as provided herein. The undersigned further certifies that the pricing submitted complies with the Lowest Corresponding Price requirement of 47 C.F.R. § 54.511, that the Offeror holds a valid SPIN, and that the Offeror is not debarred, suspended, or subject to the FCC's Red Light Rule. This proposal shall remain valid for one hundred eighty (180) days from the proposal submission deadline.

Name: _____ Title: _____
Signature: _____ Date: _____
SPIN: _____ FCC Form 470 Number: 270000363

APPENDIX B – REFERENCE QUESTIONNAIRE

The Applicant may send this questionnaire to the references identified in the Offeror's proposal. Completed questionnaires should be returned by email to all RFP contacts listed in this RFP.

Organization Name: _____

Your Name and Title: _____

Service Provider Being Evaluated: _____

Initial Date of Contract with the Service Provider: _____

Services Provided (Internet Access, WAN, other): _____

Please rate the following on a scale of 1 to 5, where 1 is the lowest and 5 is the highest.

- | | | | | | | | |
|---|---|---|---|---|-----|---|----|
| 1. Quality of service delivered by the Service Provider. | 1 | 2 | 3 | 4 | 5 | | |
| 2. Quality and responsiveness of technical support. | 1 | 2 | 3 | 4 | 5 | | |
| 3. Ability to meet the specific requirements of your contract. | | 1 | 2 | 3 | 4 | 5 | |
| 4. Quality of network integration and implementation. | | 1 | 2 | 3 | 4 | 5 | |
| 5. Quality and reliability of equipment provided. | 1 | 2 | 3 | 4 | 5 | | |
| 6. Accuracy of billing and support of the E-Rate invoicing process. | | | 1 | 2 | 3 | 4 | 5 |
| 7. Would you contract with this Service Provider again? | | | | | Yes | / | No |

Comments: _____
