NOTICE TO ALL POTENTIAL BIDDERS

The requirements for submitting a response to this bid have changed from previous instructions. It is highly recommended that you read through the instructions below and the bid documents to ensure you have completely responded to this RFP.

All bidders are required to submit their bids as instructed below. Failure to follow these instructions may result in the disqualification of the bidder's response.

All bid responses must be submitted through the project's website at:

https://projects.infinitycomm.com

or unless otherwise noted in the Response Package Requirements section of the RFP.

Bidders are required to create a free account to access the website to provide their response. Bidders will be required to provide a breakout of their bid response with the following information:

Monthly Recurring Costs, Monthly Taxes, Non-Recurring Costs, and the Term of the Agreement

Bidders **will not** be able to provide a complete response to the bid through the website without this information.

It is highly recommended that prior to beginning the upload process, this information is calculated so not to cause delays in submitting bid responses.

All questions pertaining to this request will also be submitted through the project website. Questions presented through phone call or email will not be responded to. ALL questions MUST be submitted through the project website.

Failure to provide a complete bid response for this project, including but not limited to, including growth costs in the contract (as requested), failure to provide accurate pricing, failure to provide/include connectivity between the demarc and MDF locations in the service provider contract, failure to provide an executed contract in the bid response, or any other deviation from the requested services, or requirements in this RFP, **WILL** result in respondent being penalized by reduction in awarded points through the Bid Evaluation.

INFINITY COMMUNICATIONS & COMPLIANCE

REQUEST FOR PROPOSAL FOR INTERNET SERVICE PROVIDER SERVICES

ECKERD YOUTH ALTERNATIVES, INC.

RFP No: 659E-26A.5

RFP Posting Date:	September 21, 2026
Questions Due By:	October 5, 2026, at 3:00 PM PST
Proposals Due By:	October 19, 2026, at 1:00 PM PST

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, Eckerd Youth Alternatives, Inc., here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at https://projects.infinitycomm.com & https://portal.usac.org/suite/. All of these documents shall be made part of and material to the contract for services.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements.*****

Scope of Work

The Owner is seeking proposals for internet services at 500M, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents' responsibility. If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to **Eckerd Connects: Boys Residential Academy at Boomer - 4654 High Rock Road, Boomer, NC 28606.**

Respondents shall use the attached copy of the Owner's monthly bill that includes each of the Owner's current Billed Telephone Numbers (BTN) / Working Telephone Numbers (WTN) to determine the quantity and scope of the services requested. The successful Respondent will include in their proposal price, at a minimum the following:

1. The cost to provide the same quantity, speeds, and services as the Owner's existing service or equivalent.
2. The cost to retain and/or port all the Owner's existing connections.
3. The cost of all one-time connection and/or installation fees necessary by the Respondent to provide their proposed services.

Respondents acknowledge by submitting a proposal that the attached bills are only provided for an additional description of the Owner's current services. All proposals will be accepted from the Respondents who have proposed an equivalent to the Owner's current services.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of 500M, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

Internet Connection

The Respondents' cost to provide an Internet Connection, shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.
2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".
   a. Point-of-Demarcation: MDF at 4654 High Rock Road, Boomer, NC 28606.
3. Demarcation hand-off will be a Single Mode Fiber connection. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
   a. All TCP/IP protocols
   b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

All proposals from Respondents will include ***any/all*** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

Additional Services List

- Static IP's Requested: 1+
- Respondents shall provide pricing for service with and without a managed router, if applicable.
- Respondents to provide pricing for an asymmetrical service (Business Internet or High-Speed Internet).
- Respondents to provide pricing for both symmetrical (Fiber Internet) and asymmetrical services (Business Internet or High-Speed Internet).

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered as a result of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.
3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.
4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2027, and may not extend past June 30, 2028. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner with a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

E-Rate Invoicing and Funding Compliance Protections

The Service Provider shall be responsible for timely filing a valid FCC Form 473 (Service Provider Annual Certification, "SPAC") with USAC for each funding year and for all eligible services and/or products provided under this agreement, for the full term of the contract. Failure to submit the SPAC by the applicable deadline (typically June 30 following the end of the funding year) may result in the denial or loss of E-Rate funding.

In the event such failure occurs, whether the Owner utilizes the Billed Entity Applicant Reimbursement (BEAR) method or the Service Provider Invoice (SPI) method, and the Owner is denied E-Rate discounts through no fault of its own, the Service Provider shall reimburse the Owner for the full amount of E-Rate discounts that would have otherwise been recoverable. This reimbursement obligation shall include, but not be limited to, unreimbursed eligible costs, penalties, interest, or any repayment obligations incurred by the Owner as a direct result of the Service Provider's noncompliance.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Program Review

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out Form 471. Respondents are required to complete the table in 'Appendix A'. Additionally, Respondents are required to submit the additional information described in 'Appendix A', as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix A', the Respondents' bid can be deemed non-responsive and excluded from the bid.

Response Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of North Carolina.
3. Who does not plan to hold or acquire a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.

All bidders interested in providing a proposal must submit their bids through the project website at https://projects.infinitycomm.com. Proposals will only be received until **October 19, 2026**, at **1:00 PM PST**.

Responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed. Responses received after the appointed date and time will be subject to the Owner's Right to Reject any and all proposals.

Spam and Robot Bids

Automated, bulk, or non-specific responses (commonly referred to as spam or robot bids) will not be considered valid bid responses and will be disqualified from consideration. These include, but are not limited to, generic responses not tailored to the RFP, mass submissions without regard to the scope or requirements of the project, and submissions that do not include required documentation or conform to the submission format outlined in this RFP.

Vendors must ensure their submissions are complete, responsive to the specific scope of work, and submitted in accordance with the specifications and instructions provided in this RFP. Eckerd Youth Alternatives, Inc. reserves the right to disregard any bid that appears to be generated or submitted through automated systems or does not demonstrate a good faith effort to respond to the solicitation in accordance with the stated requirements.

Requests for Information

Any requests for information regarding this RFP must be submitted through the project website. Respondents requesting information will submit all requests in one, single submission. Bids who fail to comply with this requirement may receive reduced scores in the evaluation for not complying with all requirements of this RFP. The deadline for all questions regarding this RFP will be **October 5, 2026,** at **3:00 PM PST**.

Required Documents

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondents will include in their bid response all monthly unit pricing for each component of this system.
2. **Service Agreement** – The Respondent will include **a signed and dated copy** of their multi-year Service Agreement (contract and service level agreement) with their proposal. Once all proposals have been received and evaluated, the Owner will sign, date, and return the winning Respondents agreement(s). See "Contract Requirements" section below for a detailed description of the required Service Agreement.
3. **Respondent Information** – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.
4. **General Acknowledgement** – Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.
5. **List of References** – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.
6. **Respondent Qualifications** – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.
7. **Implementation Plan** – Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service provider's current pricing as their proposal.

Contract Requirements

The Owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **MUST** be specifically included in the Respondent supplied agreement. Failure to include any or all of these provisions may result in the Respondent's proposal receiving a reduced score in the evaluation.

1. **Terms and Conditions** – The Owner requests proposals that are based on a three (3) year contract term with two (2) optional one (1) year extensions. The initial three (3) year contract term shall start on July 1, 2027, and end on June 30, 2030, not to exceed five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide "better" rates by extending the length of the contract, provide this option as part of the RFP response.
2. **Growth Clause** – Growth services may or may not be requested by the Owner during the contract term. The Respondent shall include a "Growth Clause" with the maximum charges per month. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speed and bandwidths of 1G. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades **as per E-Rate guidelines.**

3. **Loss of Funding Clause Required** – Company/Vendor acknowledges that these services are funded wholly through federal/state contracts funds. In the event that customer loses or experiences a reduction in the contract that funds this agreement, customer, shall have the exclusive right to terminate the agreement with 60 days' notice at which time customer shall be relieved of any further obligations to pay remaining payments due on this agreement.

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

1. **Price (30%)** The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet.
2. **Experience (25%)** – The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.
3. **Accuracy of Response (20%)** The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).
4. **Other Cost Factors (15%)** – The Owner will take into consideration all non-E-Rate costs, including, but not limited to, ineligible one time or recurring charges, equipment, cost associated with transition of services, etc.
5. **Service Level Agreement (5%)** – The Respondent shall include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s). The Service Level Agreement shall include reference to the RFP number in which a response is provided. Respondent shall include growth bandwidth and growth pricing as listed in the Service Growth Clause within the Contract, Service Level Agreement and/or reference Respondent submitted proposal for any potential or future upgrades.
6. **Qualifications (5%)** – The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, the provided list of references as requested in the "Request for Information" section within the RFP, technical expertise, and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services.
   Additionally, the Owner will evaluate the Respondent's demonstrated history of compliance with E-Rate program requirements, including but not limited to the timely submission of SPAC filings and the successful execution of SPI and/or BEAR invoicing processes.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

All protests will be responded to in accordance with the Owners Board of Education Policy.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than, the difference in cost between the awarded service provider and the next most qualified provider.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

GENERAL ACKNOWLEDGEMENT FORM

Owner: Eckerd Youth Alternatives, Inc.
Project #: 659E-26A.5

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _______, ______, _______, ______, _______, ______, ______. Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct. The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

The Respondent acknowledges and agrees that they are responsible for timely filing FCC Form 473 (Service Provider Annual Certification, "SPAC") for each funding year and for all eligible services and/or products provided under their agreement, for the full term of the contract.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

NAME OF RESPONDENT: ______________________________
ALL PARTNERS OR LEGAL NAME
OF CORPORATION ______________________________
(TYPE OR PRINT)

AUTHORIZED CONTACT: ______________________________

BUSINESS ADDRESS: ______________________________
(TYPE OR PRINT)

TELEPHONE: ____________________ EMAIL: ____________________

BY: ____________________ ____________________
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER: ______________________________

DATE: ____________________

Appendix A: Special Construction Cost Breakdown

Owner: Eckerd Youth Alternatives, Inc.
Project #: 659E-26A.5

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
    a. Historical preservation or environmental issues
    b. Bridge, waterway, railway, or highway crossings
    c. Galvanized conduit
    d. Directional boring through hard rock or under a paved surface
    e. An excessive number of handholes, marker posts, or other OSP materials
    f. Expensive pole attachment fees or make ready costs.

Charge Detail

[redacted]

Charge Detail

[redacted]

Business OptiFi
4654 High Rock Rd Boomer, NC 28606-9109

Recurring Charges (Sep 01 - Sep 30)	
Agreement Jul 01, 2024 to Jul 01, 2027	0.00
Business Symmetrical Data Only 500M	400.00
130.45.233.136	FREE
Taxes, Fees, and Surcharges	
Business Recovery Fee	10.00
Total for Business OptiFi	**$ 410.00**

[redacted]

Please be sure to use your account number as it appears on your statement when paying your RiverStreet invoice.

END OF RFP