IOTA COMMUNITY SCHOOLS TENNESSEE, LLC

3467 Castleman St., Memphis, TN 38118

Notice to Contractors calling for Bids

Bid # 2028-01

IOTA Community Schools Tennessee, LLC (IOTA) is currently soliciting a bid for a combined WAN and ISP service for IOTA, which is located in Memphis, TN. IOTA currently operates two schools as hub and spoke topology with the hub being located at Bluff City High School. Beginning July 1, 2027, the hub and the Internet connection will move from Bluff City High School to Wooddale Middle School. Bids must include all one-time relocation for this move. IOTA's plans call for potentially two additional sites to be added as new charters are approved—therefore all bids must contain options for increasing and/ or decreasing sites, speeds and configurations as the District's needs change.

Vendor may submit bids for a three (3) year contract, with two optional separate one (1) year renewals starting July 1, 2027 for the DIA, WAN connections. Vendors must also provide pricing for a five (5) year (60-month) term as an alternative for price comparison. The contract term starts July 1, 2027, not on the activation date.

All bids must be sent electronically to procurement@iotaschools.org on or before Wednesday, January 6,2027 at 2PM.

Important dates for Bid 2028-01 :

	Due Date
RFP Released	November 10, 2026
Last date for questions	November 30 , 2026 – 2:00PM
Final addendum (if any) issued	December 3, 2026
Due Date of the RFP	January 6 , 2027 – 2:00PM

Scope of Project

- Direct Internet Access (DIA) connection with a bandwidth minimum of 5 Gbps, with the ability to upgrade up to 10 Gbps, at Wooddale Middle School, 3467 Castleman St., Memphis, TN 38118
- A Metro Ethernet/Ethernet Local Area Network (ELAN) or equivalent multipoint-to-multipoint (MP2MP) Wide Area Network (WAN) with a bandwidth minimum of 5 Gbps. The WAN must be delivered as a Layer 2 service.
- WAN will connect all existing and future IOTA school sites.
- The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.
- The vendor must be able monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year.

- The vendor must be able to provide incident response within 4 hours of service outages 24 hours per day, seven days per week, 365 days per year.
- The winning vendor will need to coordinate with the incumbent provider for a transition plan so that services can start July 1, 2027.

This project is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of contracts, the IOTA may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of IOTA. Contractors wishing to bid do so solely at their own risk. IOTA is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each bidder/contractor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the IOTA cancel the project.

Each bidder must fill out the excel pricing sheet (Attachment A: Bid Pricing Sheet --IOTA List of Schools and NIFs) for the sections they are bidding on.

Each bid will be submitted electronically to procurement@iotaschools.org. Due to attachment size limitations of 10 MBs, if the bid attachments exceed that amount, bidders can either submit multiple emails labeled 1 of X, etc, or share a dropbox or related cloud storage with IOTA at shontae.watkins@iotaschools.org on or before Wednesday, January 6, 2027 at 2PM CT.

Each bid shall be accompanied by (1) the list of proposed subcontractors; (2) the Non-Collusion Affidavit; and any and all documents and information required by the bid documents.

Each bid must include a valid SPIN (Service Provider Identification Number). The vendor is responsible for providing a FCC Registration Number (FRN).

IOTA is required to upload all competitive bidding documents including RFP's, bids, Q&A, bid evaluations, bid evaluation notes, vendor correspondences, and contracts to the new FCC Competitive Portal when it becomes active on July 1st, 2027.

IOTA is required to post this RFP on both the district website (https://iotaschools.org/procurement/), and the EPC portal for the E-Rate program https://data.usac.org/publicreports/Forms/Form470Rfp/Index. In the event of a discrepancy between versions, the district website is the primary document and all other versions are copies.

Each bidder must have previous experience with the E-Rate system used at public schools. It is the intent of IOTA to use the discounted method of invoicing Service Provider Invoice (SPI) which means that IOTA will pay its annual or monthly costs calculated by using the E-Rate discount method first, and the selected vendors will bill the E-Rate program for the remainder of the invoice. Since IOTA operates schools in traditionally economically disadvantaged neighborhoods, we have been at the 90% discount rate.

IOTA reserves the right to reject any or all bids, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest bidder. The award of contract, if made by IOTA,

will be to the qualified contractor whose bid best complies with all the requirements set forth in the bid documents and whose bid, in the opinion of IOTA while complying with all legal requirements, is in the best interest of IOTA, taking into consideration all aspects of the contractor's response, including the total net cost to IOTA.

Following the rules set forth by USAC for competitive bidding, price will have the most weight in determining the winning bidder for this project. Other factors will be included in the bid evaluation. The evaluation matrix is as follows:

Item A Internet Access and WAN Connections Bid Evaluation

Item	Evaluation Weight
E-Rate Eligible Price	40%
Transition Plan	20%
Experience with District	20%
E-Rate Experience	20%

E-Rate Eligible Price is the portion of the bid which is subject to E-Rate rules and excludes any ineligible components

Transition Plan is the length of time it will take for a vendor to implement their preferred solution, and the quality of the transition plan documentation (including project milestones)itself.

Experience with the District is the vendor interactions with any IOTA entity and includes customer service, billing, service reliability, and other general service related criteria.

E-Rate Experience is the Vendor's ability to support E-Rate rules, billing, deadlines, etc.

Other Requirements:

- All bidders must provide references of three completed projects of similar size and complexity with bid – Include contact person's name, address, and telephone number. IOTA prefers references that are local to Memphis, TN.
- All bidders must demonstrate ability to complete the project within the project time frame.
- All bidders must have an established working office within 50 miles of the IOTA administrative office.
- All bidders must have a minimum of three years' experience in the design, installation and configuration of communications systems.
- All bidders must have at least one full-time certified Associate on-staff for each manufacturer proposed. Installation crew must consist of designated manufacturer certified installers.

Point of Contact

All questions due on November 30th, 2026 at 2PM and will be answered by December 3rd to all vendors and posted on the IOTA website. An email will also be sent to any bidder who sent in questions with all of

the questions and answers posed, and an e-mail will be sent to each bidder with the same information, along with a final addendum with all questions. Questions should be directed to:

IOTA CONTACT
Shontae Watkins
procurement@iotaschools.org

Bidder is responsible for verifying that the bids were timely received by IOTA. IOTA shall not be responsible for any late delivery of bids.
For your convenience, an electronic copy of this RFP can be accessed from IOTA website as https://iotaschools.org/procurement/. Documents are available in PDF and Excel format.

QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing to procurement@iotaschools.org until Monday, November 30th, 2026 at 2:00pm. IOTA shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

IOTA will respond in writing to all questions by Thursday December 3rd, 2026. All answers will be provided as a numbered questions and answers document located at https://iotaschools.org/procurement/. For example: RFP Q&A #1.

IOTA shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Precontractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to IOTA; (3) negotiating with IOTA any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact: Shontae Watkins via email procurement@iotaschools.org

GENERAL INSTRUCTIONS FOR BID 2028-01

1. Scope of Contract. The Contract is for Direct Internet Access and Wide Area Network Service, hereafter referred to as "Telecommunications Services". Contractor shall provide all of the required products, delivery, warranty, set-up if requested and other related services as required within this RFP document, on an "as-scheduled" and/or "as-requested" basis in accordance with all the terms, conditions and specifications specified herein. All telecommunications services provided under this RFP must be commercially and readily available for purchase.

2. Response to Request for Proposal. Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:

A. In addition to the RFP, the Contractor shall also complete as a part of the RFP the following documents: Non-Collusion Affidavit.

B. Responses to this Request for Proposal shall be delivered to IOTA on or before the date and time set for receipt of responses. Each response shall be submitted in PDF format, along with the completed Attachment A in Excel format, via email to Procurement@iotaschools.org. The email subject line shall include the title of the work and the name of the Responding Contractor. Responses received after the scheduled closing time will not be considered, and the Responding Contractor will be notified.

3. Withdrawal of RFP. Any Responding Contractor may withdraw his/her RFP by written request emailed to procurement@iotaschools.org at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.

4. Agreement. The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.

5. Addenda. Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

6. (Reserved)

7. Award or Rejection of Response to Request for Proposal. The contract will be awarded at IOTA's sole discretion. IOTA reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of IOTA to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of IOTA. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. IOTA reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to IOTA with eligible price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of IOTA. IOTA further reserves the

right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the IOTA. The successful Responder(s) will be notified in the event of an award.

8. Taxes. The Contract payments shall exclude all applicable taxes. IOTA is exempt from Tennessee sales and use tax and will provide its Certificate of Exemption to the awarded vendor. No state or local sales or use tax shall be billed. The Federal Taxes or other additional communication charges may be applicable, including but not limited to FCC charges, etc., and will be reflected on monthly service invoices.

Charges for any related issued hardware will be billed on account and appear on monthly invoices for service, or separately on a monthly service invoice.

9. Inspection of Responding Contractor's Facility. As part of IOTA's evaluation process, IOTA reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of IOTA determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to IOTA, the Contractor may not be considered for an award. Additionally, IOTA reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. For the purposes of this RFP, IOTA understands that, due to the nature of wireless communications, verification of facility may be ability to contact and connect with Contractor's Customer Service centers & support systems. IOTA will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

10. Contractor's Past Performance. A Contractor may be ruled "Non-Responsive"/"NonResponsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

11. Contractor Qualifications. In order to be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.

12. Award Criteria.

Proposals will be evaluated using the "Item A Internet Access and WAN Connections Bid Evaluation" table in the Notice to Contractors. Each bidder shall provide the information needed to score each criterion, including its pricing (Attachment A), transition plan with project milestones, description of its E-Rate experience, references, and a response to Addendum A. Please use additional pages and be as complete as possible.

13. Conflict of Interest.

By its signature hereunder, Contractor certifies that no IOTA employee whose position in IOTA's service enable him/her to influence any award of your offer or any competing offer and no IOTA employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify IOTA in writing.

14. If Bidder Protest.

Any bidder who submitted a proposal to IOTAmay file a protest provided that each and all of the following are complied with:

14.1 The protest is in writing;

14.2 The protest is filed and received by the IOTA's Chief Finance Officer, Daniel Penaranda not more than three (3) calendar days following the date of IOTA's selection of the apparent lowest responsible bidder;

14.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by IOTA as invalid. Provided that a protest is filed in strict conformity with the foregoing, IOTA's Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. IOTA's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the IOTA's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by IOTA shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, IOTA's intent to award the Contract, or IOTA's determination to reject all proposals.

15. Term of Contract. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2027 through June 30, 2030, plus two, one year, voluntary extensions, or 60 months from July 1st, 2027 to June 30th, 2032 .In addition, IOTA reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Pricing and Escalation. Pricing shall remain fixed for the entire contract term, including any optional extension years. Any proposed price escalation must be disclosed in the bid and stated separately for each contract year on Attachment A. Any escalation accepted by IOTA will be written into the final agreement. Price increases not disclosed in the bid and written into the agreement will not be accepted.

Addresses of WAN Connections

School Name	Address
Wooddale Middle School	3467 Castleman St., Memphis, TN 38118
Bluff City High School	4100 Ross Rd., Memphis, TN 38115

Addresses of ISP Connection

School Name	Address
Wooddale Middle School	3467 Castleman St., Memphis, TN 38118

BID 2028-01 BID FORM ITEM A – This form is required to be submitted with your proposal.

TO: IOTA COMMUNITY SCHOOLS TENNESSEE LLC, acting by and through its Board of Education (“District"), 3467 Castleman St., Memphis, TN 38118

FROM: _____

(Name of Company) (SPIN NUMBER)

_____ _____

(Address) (Fed. Tax ID #)

_____

(City, State, Zip Code)

_____ _____

(Telephone) (Fax)

_____

(Email Contact)

_____

(Authorized Signature)

_____

(Name(s) of Bidder's Authorized Representative(s) & Title)

_____/_____/_____

(Date)

BID 2028-01 BID FORM ITEM A (Continued)

Total RFP Proposal Amount of all items for Item A Internet and WAN Circuits

The proposal must be typed or completed in ink, signed, and scanned to PDF. Write out the total amount of your proposal:

_____

Numeric Proposal Amount: $_____

In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

_____

In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

CERTIFICATION

I certify that I have read the enclosed Request for Proposal and the instructions for submitting a Proposal.

In submitting this Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of IOTA Community Schools Tennessee, LLC, as set forth below. The undersigned further confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued. The Addendum Nos._____ received, acknowledged and incorporated into this Proposal are noted above. The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

_____

_____

Signature

Typed or Printed Name

_____

_____

Title

Company

_____

_____

Address

Address

_____

_____

Telephone

Fax

_____

_____

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below

BID 2028-01 BID FORM C - This form is required to be submitted with your proposal.
NON-COLLUSION AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF_____

I,_____being first duly sworn, deposes and

(Typed or Printed Name)

says that I am the _____ of _____,the party

(Title) (Bidder Name)

submitting the foregoing Request for Proposal (the "Bidder"). In connection with the foregoing Request for Proposal, the undersigned declares, states and certifies that:

1.01 The Request for Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

1.02 The Request for Proposal is genuine and not collusive or sham.

1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other bidder, or to fix any overhead, profit or cost element of the proposal price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

1.05 All statements contained in the RFP and related documents are true.

1.06 The Bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20_____ at _____

(City, County and State)

I declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

_____ _____

Signature (Address)

_____ _____

Name Printed or Typed (City, County and State)

BID 2028-01 BID FORM D

This form is required to be submitted with your proposal, if applicable.

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the IOTA. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be included in the emailed proposal.

_____

Proposer Name

SUBCONTRACTORS LIST
All subcontractors in excess of ½ of 1% of total Proposal must be listed.
Add additional sheets as needed.

<table>
<tr><td colspan="2">SUBCONTRACTOR:</td><td rowspan="3">TYPE OF WORK:

Phone: ( )</td></tr>
<tr><td colspan="2">Location/Address:</td></tr>
<tr><td>LICENSE NO.:</td><td>Expiration Date:
/ /</td></tr>
<tr><td colspan="2">SUBCONTRACTOR:</td><td rowspan="3">TYPE OF WORK:

Phone: ( )</td></tr>
<tr><td colspan="2">Location/Address:</td></tr>
<tr><td>LICENSE NO.:</td><td>Expiration Date:
/ /</td></tr>
<tr><td colspan="2">SUBCONTRACTOR:</td><td>TYPE OF WORK:</td></tr>
</table>

Location/Address:	Phone: ( )

BID 2028-01 Addendum A- Additional Information on desired services.

Please specify how your proposed system will meet the following minimum requirements.

Item A: INTERNET BANDWIDTH for Internet Access and WAN circuits

IOTA desires a dependable, fast Internet connection through a local or national company with offices in the greater Memphis area. Minimum bandwidth 5 Gbps per site, with the ability to upgrade to 10 Gbps with future expandability. Please provide details on your customer service model and response times in the bid. Also please provide an outage log over the last 90 days of any service interruptions that occurred with your customers, the cause of the outage and the associated resolution time(s).

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response ("Proposal') in response to this Solicitation ("RFP/RFB/RFQ").

The Telecommunications Act of 1996 established a fund by which Schools and Libraries ("Applicant" or "Applicants") across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission ("FCC"). Funding is made available upon application approval by the Universal Service Administrative Company ("USAC"), which was established by the Act. The amount of the discount is based on the number of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of Agreement(s) and/or E-Rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website:

https://apps.fcc.gov/cores/userLogin.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's

sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing and E-Rate discounting can commence. At no time may the Service Provider invoice before July 1, 2027.

f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as "E-Rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.

h. (Reserved)

i. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See https://www.usac.org/about/reports-orders/supply-chain/. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See https://www.fcc.gov/supplychain.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

o. All RFP bid documents, addendums, bids, evaluation, and vendor correspondences will be uploaded to the E-Rate Competitive Bidding portal as required by the FCC.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval except for a Global Service Substitutions. See https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: https://www.usac.org/about/reports-orders/supply-chain/.

e. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-Rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

https://docs.fcc.gov/public/attachments/DA-02-3365A1_Rcd.pdf

The complete text can be found at the following URL:

https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant

shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and agree with coterminous expiration conditions.

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

Signature: _____**Title**: _____

Phone Number: _____ **Email**: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____