Hearn Academy
Category Two
BEN:209587
2027-2028 Funding Year (FY27)
July 1, 2027-June 30, 2028
Form 470#270001593

Hearn Academy is currently accepting proposals via this Request for Proposal (RFP) for a contract (1-year, 3-Year, and 5-Year contracts) to provide Managed Internal Broadband Servies of already owned and installed eligible E-Rate equipment.

The proposer should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.

Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant.

All proposed equipment and services must comply with all applicable FCC E-Rate national security and supply chain requirements, including 47 C.F.R. §§ 54.9 and 54.10. Vendors are responsible for ensuring that all proposed equipment and services comply with these requirements. Bids proposing equipment or services prohibited by the FCC, including equipment or services associated with entities identified on the FCC Covered List, will be disqualified.

Proposal Submission Guidelines

General Bidding Information

All bids submitted for eligible products and services will be carefully considered, with price being the heaviest weighted factor, and the bid selected will be for the most cost-effective service offering consistent with 47 C.F.R. § 54.511(a). In determining which service offering is the most cost-effective, the school may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the heaviest weighted factor considered.

All vendors responding to this FCC Form 470 must comply with the Federal Communications Commission (FCC) competitive bidding requirements. Bids are due on The Allowable Contract Date by 5:00pm MST. Late submissions may be disqualified. To keep the processes moving forward, it is important to follow the directions laid out in this proposal. Proposals will be accepted up until The Allowable Contract Date. Any proposal received after this date may not be considered. To ensure a fair, complete, and compliant bidding process, vendors are solely responsible for monitoring and obtaining all communications, questions and answers, notices, clarifications, revisions, and updates related to the FCC Form 470 and any associated RFP or bid documents. The applicant is not responsible for ensuring that vendors receive or review such information. Vendors are responsible for ensuring that their

proposal reflects all applicable information, requirements, and revisions issued during the competitive bidding process.

All vendors responding to this FCC Form 470 must submit bids via email to cterrian@ballcharterschools.org .

Questions and answers from any communication with vendors will be posted as an addendum attachment on the original form 470 on the USAC website as clarification for all bidders. Additionally, all vendors must complete the attached E-Rate Service Provider Bid Response Form.

All vendors must complete and submit the E-Rate Service Provider Bid Response Worksheet with their proposal. Failure to submit the completed worksheet may result in disqualification. There will be no bidders' conference, job walk, or product/service demonstrations, either in person or remotely.

Bids must reference the FCC Form 470 number and bidding vendor's Service Provider Identification Number (SPIN).

If you are not able to provide the services for which you are bidding to all listed locations, please indicate which locations are being bid on your proposal. Preference will be given to vendors who can service all listed locations in this RFP and who can also sustain the billing or invoicing gap as cited above.

Proposal Pricing

Proposals must include SKU, make, model, pricing for eligible licenses, software, installation, testing, taxes/fees, and shipping. Hearn Academy reserves the right to adjust quantities prior to purchasing to meet the needs of any school. All costs must be itemized to include an explanation of all fees and costs prior to any E-Rate discounts. All taxes and any other associated fees, including sales taxes, must be identified separately.

Bids should provide the "Lowest Corresponding Price" it is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. Any requested equipment/service quantities are "up to" and purchased as needed over the life of the contract. See 47 C.F.R. § 54.500.

Service providers cannot charge applicants a price above the LCP for E-Rate program services. See 47 C.F.R. § 54.511(b).

Vendor Requirements

Vendor references should be provided upon request.

All bidding vendors must be registered with USAC and have a valid Service Provider Identification Number (SPIN).

Bidders must include SPIN Number on contracts for requested services with their response.

Service Provider must file the Service Provider Annual Certification (SPAC) form each funding year for each Service Provider Identification Number (SPIN).

Bidders must agree to comply with the rules and regulations of USAC and the E-Rate program. Please visit https://www.usac.org/e-rate/service-providers/ for more information regarding E-Rate rules and process.

Bidders must be familiar with the billing methods and timelines specified by USAC. Bidders must acknowledge and therefore be able to process E-Rate reimbursements via the SPI methodology as well as keep track of running total of received E-Rate SPI discounts per school or NIF.

Vendor Invoicing

Invoices must be submitted before the invoice filing deadline.
• Generally, the date is October 28 for recurring services and January 28 for nonrecurring services.
• Current Invoice Deadline Dates (IDD) are posted in EPC on the FRN detail screen.
Make sure all equipment purchased is installed and in use before the service delivery deadline. Submit invoices to USAC within 120 days of the service delivery deadline.

National Security Supply Chain Restrictions: Equipment or services produced or provided by a company that the FCC has designated as a national security threat to the integrity of communications networks or the communications supply chain are not eligible for E-Rate support. 47 CFR § 54.9(a). In addition, participants are prohibited from using E-Rate support to purchase, rent, lease, or otherwise obtain any covered communications equipment or service, or maintain any covered communications equipment or service previously purchased, rented, leased, or otherwise obtained. 47 CFR § 54.10. A list of covered communications equipment and services can be found on the FCC's website at https://www.fcc.gov/supplychain/coveredlist and will be updated to reflect any future determinations. Bids that include equipment that was manufactured for use outside of the United States will be disqualified**. DISQUALIFICATION FACTOR INTERNAL CONNECTIONS**: Bids from companies that include equipment barred by the Federal Communications Commission due to national security will be disqualified. On September 21, 2022, the FCC added equipment and services from two new entities as Covered Companies (Pacific Network Corp. and its wholly owned subsidiary ComNet (USA) LLC and China Unicom (Americas) Operations Limited) to its list of communications equipment and services that have been deemed a threat to national security. The Section 54.10 prohibition includes telecommunications equipment or video surveillance equipment produced by Huawei, ZTE, Hytera, Hangzhou Hikvision, and Dahua. Recipients of Universal Service Fund (USF) support may not use USF money to buy new equipment or to support or maintain equipment already in inventory from companies, their parents, affiliates, and subsidiaries included on the Covered List.

- *Gift restrictions.* (1) Subject to paragraphs (d)(3) and (4) of this section, an eligible school, library, or consortium that includes an eligible school or library may not directly or indirectly solicit or accept any gift, gratuity, favor, entertainment, loan, or any other thing of value from a service provider participating in or seeking to participate in the schools and libraries universal service program. No such service provider shall offer or provide any such gift, gratuity, favor, entertainment, loan, or other thing of value except as otherwise provided herein. Modest refreshments not offered as part of a meal, items with little intrinsic value intended solely for

presentation, and items worth $20 or less, including meals, may be offered, or provided, and accepted by any individuals or entities subject to this rule, if the value of these items received by any individual does not exceed $50 from any one service provider per funding year. **Abide by the E-Rate Gift Rules**. Receipt or solicitation of gifts by applicants from service providers (and vice versa) is a competitive bidding violation. Gift prohibitions are always applicable – not just during the competitive bidding process.

- *Free Services Advisory* Applicants and service providers are prohibited from using Schools and Libraries (E-Rate) program funds to subsidize the procurement of ineligible or unrequested products and services or from participating in arrangements that directly or indirectly reduce the applicant's non-discount share.

Post-Award Requirements

E-Rate Documentation

The contract winner must keep track of all equipment purchased and installed for Hearn Academy that is being bid on in response to this RFP. This report must be submitted to Hearn Academy after the end of every E-Rate year. At a minimum, the report should include:

Name of School
Make/Model of equipment or type of cable run
Quantity of equipment or cable run
Purchase date
Invoice number
Installation date

All installed equipment and cabling should be labeled.

In addition to standard labeling (i.e. patch panels labeled with cable number), equipment should be labeled with E-Rate information as follows:

Funding Request Number (FRN)
Form 471 Application Number
Purchase Order Number
Installation Date

Installation, activation, and initial configuration of eligible components are eligible. Design and engineering costs if these services are provided as an integral component of the installation of the relevant services. Project management costs if these services are provided as an integral component of the installation of the relevant services. On-site training is eligible as a part of installation services but only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and is part of the contract or agreement for the equipment. Training must occur coincidently or within a reasonable time after installation.

Payment **New BEAR/SPI Selection Added to FY2026 E-Rate FCC Form 471 Application** The FY2026 FCC Form 471 was updated with a new field below the Narrative to collect the invoicing method (FCC Form 472/BEAR or FCC Form 474/SPI) for the Funding Request Number Available for Public Use December 2025 E-Rate News Brief Page 3 of 7 (FRN) for each funding request. Pursuant to section 54.514(c) of the program rules, the applicant decides which method to use on a particular FRN: either the FCC Form 472/BEAR (Billed Entity Applicant Reimbursement) or the FCC Form 474/SPI (Service Provider Invoice).

Documentation and Audit Compliance

§54.516 Auditing and inspections

Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.

Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.

If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.

The service provider and/or applicant is solely responsible for verifying the accuracy of information submitted to Nexus E-Rate Services LLC (NESLLC). NESLLC disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the service provider or applicant to NESLLC.

By submitting bids for NESLLC client schools & libraries, the service provider agrees and understands that NESLLC will forward the information to USAC, and the service provider is responsible for verifying the accuracy of information submitted to NESLLC.

Nexus E-Rate Services, LLC shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data, or other intangible losses (even if NESLLC has been advised of the possibility of such damages), resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete provision of information.

Nexus E-Rate Services LLC does not determine the services or needs of the applicant. In accordance with our organizational policy and to maintain impartiality in the vendor selection process, the consultant involved in this request for proposal (RFP) will not partake in the final selection of vendors. The consultant's role is to offer expertise and guidance in defining evaluation criteria, facilitating the process, and ensuring compliance with industry standards, without direct involvement in the vendor selection decision.

The RFP is inherently proprietary of Nexus E-Rate Services. The RFP acts as a proprietary roadmap for engaging potential vendors or service providers in a manner that aligns seamlessly with the company’s distinctive identity and operational context.

Security

In the event of a security breach, the winning vendor is required to alert Hearn Academy IT as soon as the security breach is confirmed. Early warnings of possible security breaches will be treated as highly confidential information when shared with Hearn Academy IT.

Insurance

In addition to your standard general liability insurance as a condition of doing business, Hearn Academy also prefers vendors bidding on this project must provide evidence of liability and workers comp insurance with this proposal. Hearn Academy also prefers:

Cyber insurance: $1,000,000
Errors and Omissions insurance: $1,000,000

Reservations

Hearn Academy reserves the right to:

- Withdraw the RFP at any time, at the school sole discretion.
- Make an award under the RFP in whole or in part.
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
- Seek clarifications and revisions of proposals.
- Amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- Change any of the scheduled dates.
- Negotiate with the successful bidder within the scope of the RFP in the best interests of the school.
- Utilize any and all ideas submitted in the proposals received.
- The school reserves the right to terminate any contract and/or agreement even with the successful bidder, regardless of USAC's approval or denial.
- Pricing sheets will not be considered a valid bid response and will be disqualified from consideration.

RFP Will Be Public Posted & Communicated by The School in The USAC EPC System. Service Providers MUST submit questions exclusively through the USAC Competitive Bidding Portal. Answers will be posted & maintained in the USAC EPC System. It is the vendors responsibility to verify FCC Form 470 updates made in the EPC.

X	USAC Website (EPC Portal)
	School Website
	Local Newspaper
	Next School Board Meeting
	School Public Bulletin Board
	School Social Media

Factor	Points Available	Minimum Requirements
Price of Eligible Products and Services	50	
Prior Experience with the Vendor	20	
Vendor References	10	
Technical Sufficiency	10	
Flexible Invoicing	5	
Vendor Local or In-State	5	

Evaluation Process

Hearn Academy will award the contract to the responsible service provider who best meets the needs of the school. To determine this service provider, Hearn Academy will apply the best value concept.

Evaluation Criteria will include:

- The price of the eligible equipment and services must be the most heavily weighted factor.
- The vendor has prior experience with the school/library.
- The reputation of the vendor and of the vendor's goods and services.
- Technical Sufficiency is the ability to develop, produce and maintain technology bid.
- The invoicing method is chosen by the applicant FCC Form 474/Form 472, flexible invoicing.
- Is the Vendor located in or out of state to the school.

Disqualification Criteria

The following criteria will be used by the school to disqualify a bid.

- Unauthorized Service Provider contact with Applicant.
- Bid that does not provide definitive costs for the services requested.
- Bid includes generic/encyclopedic price lists and/or solution.
- Bids submitted after the due date.
- Bids submitted via fax.

- Lack of Service Provider Identification Number (SPIN).
- Lack of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with
- USAC/SLD.
- FCDC Red-Light Status of Red.
- Bids from companies that include equipment barred by the Federal Communications Commission due to national security will be disqualified.
- No email submissions as a bid response will be accepted.
- Missing E-Rate Service Provider Bid Response Worksheet.

Risk Management

Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss of nonconforming materials shall remain with the Contractor regardless of receipt.

General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the school shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering this Contract. Each party to this Contract is responsible for its own negligence.

Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the school against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the school of materials furnished or work performed under this Contract. The school shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Right to Assurance. If the School in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the school's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

NON-DISCLOSURE**:** The Offeror shall not disclose any information relating to students, and employees of the school other than such information that may be authorized by the individual student or employee. The vendor agrees to indemnify and hold harmless the school from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

IRS W-9. To receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the school.

Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the

part of the school for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The school will make reasonable efforts to secure such funds.

Category Two Services

Managed Internal Broadband Services

The applicant seeks proposals for Managed Internal Broadband Services to ensure the reliable and efficient operation of the school's internal broadband network. The selected provider will deliver ongoing management, monitoring, and support of eligible internal connections, including continuous oversight of wired and wireless networks with proactive identification and resolution of performance issues. The provider will be responsible for maintaining, updating, and optimizing configurations to ensure the network remains secure, reliable, and compliant with industry standards, while also supplying remote and on-site technical support for troubleshooting, repairs, and staff assistance. Services must also include the timely installation of software updates, security patches, and bug fixes, along with the delivery of performance reports, service documentation, and incident records to ensure transparency. The solution must be scalable to accommodate future growth, and proposals must clearly outline service level agreements, response times, and escalation procedures, with all services delivered in full compliance with current E-Rate program requirements.

Manufacturer	Model	Product	Quantity
Ubiquiti	EFG	Router	1
Ubiquiti	USW-Pro-Aggregation	Switch	1
Ubiquiti	USW-Pro-48-POE	Switch	10
Ubiquiti	U7-Pro	Wireless Access Point	37