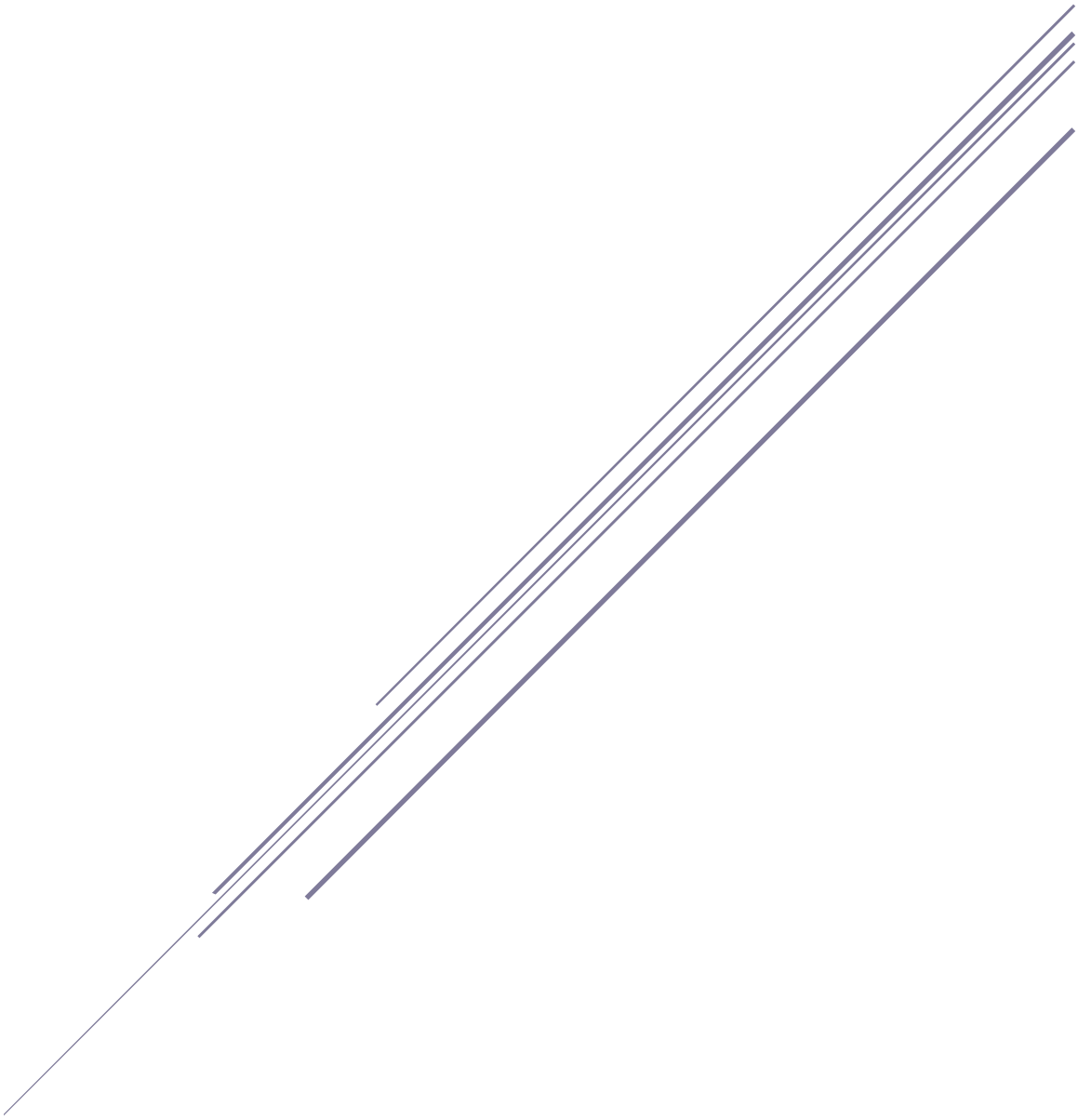
MONROE SCHOOL DISTRICT RFP – SWITCHES AND FIREWALL LICENSE RENEWAL
RFP Number: MSD_10.24.2026



Monroe School District

Address: 14692 179th Ave SE, Monroe, WA 98272-2336

BEN: 145232

Request for Proposal for e-Rate Eligible Goods and Services: Switches and Firewall License Renewal

IMPORTANT DATES

Request for Proposal Number:	MSD_10.24.2026
Request for Proposal Name:	Switches and Firewall License Renewal
Form 470 Number:	270002384
Request for Proposal Release Date:	October 24, 2026
Questions Due:	November 4, 2026, by 12:00 PM. PST.
Proposals Due:	November 30, 2026, by 12:00 PM. PST
Proposal Evaluation Period:	December 1, 2026
Board Meeting:	TBD
Notice of Intent to Award:	TBD

Appendices:

Appendix A: Certifications	Required
Appendix C: Intent to Bid Letter	Required
Appendix D: Pricing Sheet	Required

Prepared by: Jill Stone, Consultant

Date: 10.21.2026

CONTACT INFORMATION

RFP Administrator:	Jill Stone
Technical Contact:	Jesse Crowther
	For information on submitting questions regarding this RFP, please see Section 1 below.

SECTION 1: QUESTIONS REGARDING THIS RFP

All questions, comments, or concerns regarding this RFP must be submitted to Jill Stone.

Applicant staff and the staff at AES will not respond to questions via fax or telephone calls.

Question responses will come in the form of either a direct response or as an addendum or addenda to this RFP. Typically, AES will send the Q&A to each vendor within three days of the deadline once the Questions have passed.

For questions not explicitly related to this RFP, contact Jill Stone.

Robo Bids: Due to the complexity and specific nature of the services requested, we require that all bids be submitted manually by an authorized vendor representative, including the necessary documentation, pricing, and terms. Bids submitted through automated systems without a tailored manual response will not be accepted. All vendors must ensure that their proposals accurately reflect a full understanding of the RFP requirements.

"Or Equal" Clause

Unless otherwise stated in the proposal documents, whenever a process, equipment, or material is specified by giving a manufacturer's name, brand, or number, it is understood that the words "or equal" follow thereafter. Where the phrase "or equal" appears or occurs in the proposal documents, do not assume that the Applicant approves a process, equipment, or material unless the item has been specially approved for their work by the Applicant. The applicant's decision is final.

Attempts to contact any other* Applicant *employee or agent regarding this RFP shall be viewed as an attempt to circumvent the competitive bidding process and may lead to the disqualification of your bid(s).

SECTION 2: PURPOSE OF THIS RFP

The Monroe School District (hereinafter, the "Applicant") uses the American e-Rate Solutions (AES) to manage its e-Rate applications and conduct a fair and competitive bid process.

This bid process aims to solicit proposals with the intent of entering a contract or contracts with a qualified company (Respondent or Respondents) to obtain the products and services described in "Project Scope" below.

ABOUT THE APPLICANT

The Monroe School District in Snohomish County, Washington, serves roughly 5,800 to 6,900 students across 12 schools. The district includes traditional K-12 classrooms, alternative options such as Leaders High School and Sky Valley Education Center, and a comprehensive high school program.

Schools and Structure

- Elementary Schools (K-5): Chain Lake, Fryelands, Salem Woods, Frank Wagner, and Maltby Elementary.
- Middle Schools (6-8): Hidden River Middle School and Park Place Middle School.
- High Schools (9-12): Monroe High School (comprehensive) and Leaders High School.
- Alternative / Family-Partnership: Sky Valley Education Center (K-12 parent-partnership program).

PROJECT BACKGROUND

Project Overview

The applicant is seeking competitive bids for E-rate Category Two-eligible network switches and related eligible components, as well as renewal of its Fortinet Firewall product. This project upgrades the local area network (LAN) switching infrastructure to support current and future instructional, administrative, and broadband connectivity needs.

Only E-rate eligible equipment, software, and services should be included in the vendor's proposal.

Eligible Products and Services Requested

Vendors shall propose E-rate eligible switches and required eligible components. All proposed equipment must be enterprise-grade, new (not refurbished), and currently supported by the manufacturer.

Switch Equipment: Bid Option 1

Proposals must include one or more of the following switch types as specified by the applicant:

- Ubiquiti Pro or equivalent: PoE/PoE+ or PoE++ switches or equal to the following part numbers:

Part Number Desired	Quantity
USW-Pro-Max-48-PoE (720W)	19
USW-Pro-Max-24-PoE (400)	8

Current site locations and make/model:
KEY:

HRM	Hidden River Middle School
PPM	Park Place Middle School
SWE	Salem Woods Elementary

SITE	LOCATION	Location DESCRIPTION	MODEL	PURPOSE	TPORTS	POEPORTS
HRM	IDF01	NORTH IDF01	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
HRM	IDF01	NORTH IDF01	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
HRM	IDF02	GYM IDF02	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
HRM	MDF	LIBRARY MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
HRM	MDF	LIBRARY MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
HRM	MDF	LIBRARY MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	IDF01	WEST BLD 2ND FL IDF01	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	IDF01	WEST BLD 2ND FL IDF01	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48

PPM	IDF01	WEST BLD 2ND FL IDF01	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	IDF02	WEST BLD 1ST FL IDF02	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	IDF02	WEST BLD 1ST FL IDF02	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	IDF02	WEST BLD 1ST FL IDF02	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	IDF03	SOUTH BLD 1ST FL IDF03	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
PPM	IDF04	WEST BLD 2ND FL IDF04	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
PPM	IDF05	F BLD 2ND FL IDF05	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
PPM	IDF06	F BLD 1ST FL IDF06	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
PPM	MDF	EAST BLD 1ST FL MDF	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
PPM	MDF	EAST BLD 1ST FL MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	MDF	EAST BLD 1ST FL MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
PPM	MDF	EAST BLD 1ST FL MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
SWE	IDF01	South Wing 2nd Floor IDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48

SWE	IDF01	South Wing 2nd Floor IDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
SWE	IDF02	Gym IDF	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
SWE	IDF03	Portable IDF	USW-Pro-Max-24-PoE (400)	COMBINED	24	24
SWE	MDF	North Wing 1st Floor MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
SWE	MDF	North Wing 1st Floor MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	48
SWE	MDF	North Wing 1st Floor MDF	USW-Pro-Max-48-PoE (720W)	COMBINED	48	

Required Eligible Components

The following components may be included ONLY if E-rate eligible:

- Switch chassis, line cards, and modules
- Power supplies and power shelves
- Fans and cooling modules
- Mounting hardware (racks, rails, brackets)
- Fiber and copper patch cables are required to connect eligible equipment
- Optics/transceivers for inter-switch connectivity
- Manufacturer-authorized licensing is required for switch operation
- Eligible software necessary for switch functionality (e.g., OS updates)

Eligible Services

E-rate eligible services may include:

- Basic configuration and installation of E-rate-funded switches
- On-site or remote activation/testing of switches
- Basic maintenance and manufacturer support (SMARTnet, warranties, etc.)
- Shipping and handling to applicant sites

Ineligible Items (Must Be Cost-allocated)

To remain compliant with E-rate rules, DO NOT include:

- End-user devices (computers, phones, cameras)
- Network management systems hosted in the cloud (unless free)
- Training (unless incidental and included at no cost)
- Non-eligible licensing bundles
- Uninterruptible power supplies (UPS units)
- Structured cabling not directly connecting eligible equipment
- Any services not directly tied to the operation of the eligible switches
- Any ineligible items appearing in a bid must be clearly separated and cost-allocated, or may disqualify the response.

Technical Requirements

All proposed switches must meet or exceed the following baseline requirements:

- IEEE standards compliance (802.1Q, 802.1X, 802.3af/at/bt, etc.)
- VLAN and QoS support
- Layer 2/3 routing as required
- Support for 1/10/25/40/100 Gbps uplinks, depending on location
- Minimum switching capacity appropriate to site size
- Redundant or modular power (as applicable)
- Stackable architecture (for access/distribution switches)
- SNMPv2/v3 compatibility

Basic Maintenance of Internal Connections: **Bid Option 2**
Firewall: 1 x 12-month renewal FortiGate Basic Firewall subscription or equivalent**: FC-10-F11HE-247-02-12**
Current Firewall is **FG-100E-BDL-950-60**

Taxes must be included in all bids. Vendor can bid on complete RFP equipment requested or just one of the requested bid options.

Vendor Responsibilities

The vendor shall:

- Provide a complete bill of materials (BOM) for all E-rate eligible items.
- Identify all manufacturer part numbers.
- Provide detailed documentation for installation, configuration, and warranty.
- Coordinate deployment to avoid disruption to school/library operations.
- Provide post-installation validation testing and reports.

- Ensure all equipment is properly labeled and inventoried.

Deliverables

- Installed and fully tested network switches (if installation is requested)
- Configuration documentation and topology diagrams
- Warranty and support documentation
- Final asset inventory
- E-rate-compliant itemized invoice

Contract Term

The contract term shall begin upon E-rate funding approval and may include:

- Multi-year support contracts (if eligible)
- Standard manufacturer warranties

BID EVALUATION

The evaluation of proposals is a two-tiered process. Tier One consists of an administrative review of compliance with mandatory requirements listed above. The Applicant or Agent scores all Tier One components either pass or fail, and a Proposer must pass all requirements to move to the next Tier.

Tier One: Administrative Review of Compliance

Appendix A: Required Certification	Pass/Fail
Appendix C: Intent to Bid Letter	Pass/Fail
Appendix D: Pricing Sheet	Pass/Fail
Vendor Compliance with USAC [SPAC filed]	Pass/Fail

During the Tier Two evaluation, each required component will be scored on a scale of 1-5 and adjusted based on its relative weight, as described below. The weighting for each component is shown in the table below:

Weight	Category
45%	Price of Eligible Goods and Services
20%	Compatibility with Existing infrastructure
15%	Manufacturer's Warranties
10%	References/Past Performance
10%	Reseller Authorization

GENERAL REQUIREMENTS

Preference for service Provider Invoicing.
The Applicant prefers to be billed only for the non-discounted share and for the Respondent to use the Service Provider Invoicing (SPI) process to bill USAC directly for the discounted portion. However, the Applicant understands that the use of the SPI process may not be feasible if not supported by the timing of the Funding Commitment Decision Letter (FCDL).

Notice to Proceed
Regardless of selection status, the presence of a fully executed agreement for goods or services, official board action, a Funding Commitment Decision Letter (FCDL), or similar document or action, the Respondent will not begin work until they receive a written a Notice to Proceed (NTP), Service Work Order (SWO), Purchase Order (PO), or another like document from the district.

If the Respondent incurs costs prior to receiving a written NTP, SWO, PO, or similar document, the Respondent is solely responsible for these costs.

Labor, Supervision, Tools, and Materials
The Respondent must provide the necessary labor, supervision, tools, and materials to complete the project as described in their response to this RFP and memorialized in an agreement for goods and services, NTP, SWO, or PO, and any change orders agreed to by both parties.

Required Permits
The Respondent is responsible for providing all required city, county, and state permits, if applicable.

Use of Sub Contractors
The Respondent is wholly responsible for all actions and inactions of subcontractors utilized by the Respondent for work resulting from this RFP. The district prefers responses that explicitly identify subcontractors. Respondents may, however, list subcontractors as “To Be Determined” (TBD) unless otherwise specified in this document. The district reserves the right to approve all subcontracts before work begins.

Single Point of Contact
The Respondent must identify a Single Point of Contact (SPC) for all communication with the Applicant during the project. The SPC, as an agent of the Respondent, shall have sufficient authority to act on behalf of the Respondent to coordinate all necessary work and mitigate any issues. The SPC is responsible for coordinating with the individual or individuals designated by the district for all project-specific needs, including scheduling, facility access, security, and work hours.

Billing
The Respondent must provide complete and accurate billing for both one-time installation and monthly recurring costs. At a minimum, invoices must include the Applicant's name and account number.

Invoices must include all charges separated by line items, including any applicable taxes and fees. Invoices must identify eligible and ineligible items. *Respondents who bundle eligible and ineligible costs into a single line item to hide ineligible items will be fully responsible for any resulting loss of funds.*

On-Premises Work/Delivery
The Respondent must comply with all official and emergency Applicant Policies and Procedures related to visitors for any project that requires access to any Applicant-owned or leased property, including instructional and non-instructional facilities.

For the purposes of complying with federal, state, and local laws and ordinances regarding sex offenders, the Respondent must assume that students will have access to all district properties 24 hours a day, 365 days a year.

Background checks are required for any visitor with unsupervised access to students.

Failure to comply may result in the cancellation of any current or pending work.

Start of Service
The Applicant expects installation/services to start on or about July 1, 2027.

HOW TO APPLY

All bids must be submitted by email to Jill Stone no later than **12:00 PM PST on November 30, 2026.**

- ☐ All bids must meet the minimum requirements of this RFP.
- ☐ All vendors must have a SPIN and a current SPAC on file with USAC and be on Green Light Status with USAC.

SECTION 3: CONTENTS OF PROPOSAL

Incorporation by reference is not allowable: Respondents must submit proposals in a fixed form without links or external references.

CERTIFICATIONS [REQUIRED]

Once a Respondent begins an application, they will be required to provide specific contact information and make specific certifications before submitting any other proposal elements. The requested information can be found in Appendix A. By submitting this information and agreeing to the required certification, the Respondent is indicating that they have the rights and authority to make such certifications on behalf of their agency. Inability or unwillingness by the Respondent to make a specific certification is not a reason to automatically disqualify the application, and the Respondent will have the opportunity to upload an explanation for any

uncertifiable elements. However, the Applicant will use any uncertified elements and subsequent explanations in the bid evaluation process.

BRIEF AGENCY BACKGROUND [REQUIRED]

No page limit, but you are limited to one file (such as a PDF). Please ensure this document includes sufficient information to determine whether your organization has the background, experience, and resources to complete this project on time and on budget, if selected. At a minimum, this information must include:

- Company history, including history in the Region/State of the proposed project.
- Financial information with enough information to determine if you have the resources to complete a project of this size, billing the district for only the undiscounted portion.
- Number of employees by relevant classifications (e.g., engineers, installers) and relevant certifications.

Location of the main office and any local/regional/state offices relevant to the project.

PRICE OF ELIGIBLE AND INELIGIBLE GOODS AND SERVICES [REQUIRED]

The Respondent must submit pricing on the attached spreadsheet (Appendix D). Pricing presented in any other way will be deemed non-responsive. Modifications to the provided spreadsheet are not allowed.

General Pricing Requirements

Pricing in US Dollars

All pricing must be submitted in US dollars only.

Lowest Corresponding Price (LCP)

The Respondent must offer the Lowest Corresponding Price (LCP) for all goods and services. The FCC defines LCP as the lowest price that a service provider charges to similarly situated nonresidential customers for similar services. See 47 CFR § 54.500.

Eligible and Ineligible Goods and Services

The Respondent's responsibility is to understand the eligible and ineligible components of the goods and services included in their proposal and assume all liability in any misrepresentation of eligibility, including compensating the district for any loss or reduction in funding due to their misrepresentation. The Respondent is not, however, responsible for identifying use-based eligibility. For example, Uninterruptable Power Supplies (UPSs) are eligible only when they protect eligible equipment. The district's responsibility is to identify eligible and ineligible percentages based on the use of goods and services.

Taxes and Other Fees

The Respondent must include all taxes and other fees. Failure to include taxes and fees will render this section non-responsive.

Price Protection
All Proposals must include a certification of fixed pricing for the length of the contract.

Costs not Specified
While Respondents are not required to bid on all aspects of this RFP to be deemed responsive, they must identify any components they are not bidding on as "no bid." The district will assume that if a Respondent leaves any line at "$0.00," the item is provided at no cost. In cases where a Respondent breaks down an item into individual components (e.g., a switch and a power supply), they must provide pricing for each component.

Pricing of Optional Components

No Waiver Requirement for Pricing
In reviewing the scope of work and technical specification, a Respondent might identify other goods or services not included in this RFP that could enhance the user experience. The Respondent may consist of these items as an attachment to the cost proposal, along with a brief description of why they are required. The Applicant will not evaluate optional components as a part of this RFP process.

Pricing proposals must be inclusive of all costs, including any associated taxes, fees, or other similar charges. Cost proposals are considered non-waivable unless the Applicant explicitly waives a specific term or terms in the proposal, in a separate document. Signing a contract with different terms does not constitute a waiver for the purposes of this procurement.

PROPOSED CONTRACT [REQUIRED]
No page limit, but you are limited to one file (such as a PDF). Please include a sample contract outlining the general terms and conditions for your proposed work.

MANUFACTURER'S WARRANTIES [REQUIRED]
No page limit, but you are limited to one file (such as a PDF). Please include the manufacturer's warranty for all hardware. Per program rules, a manufacturer's warranty for a period up to three years, provided as an integral part of an eligible component without a separate identifiable cost, may be included in the cost of the component. Warranties should include the following:

- List of all equipment covered by the warranties by part number
- Terms of the warranties (replacement/loss/etc.)
- Length of warranties

If part numbers are not included on the actual warranty, Proposers must summarize this in a table and include it with the actual warranties.

REFERENCES [REQUIRED]
Respondents must provide three references, preferably from schools in Washington State and from customers of similar size/need. References must include the following required items:

- Full name

- Company/organization name
- Position at company/organization
- Full address (street address, city, state, zip)
- Telephone number
- Email address
- Name of project or projects completed
- Value of project or projects completed

For a newly formed business entity, including corporations, partnerships, and sole proprietors, or a contractor-teaming arrangement, you must state that you were not the "Contractor" for the named project and must state whose experience on the named project is relevant to that reference.

No page limit, but you are limited to one file (such as a PDF).

COMPATIBILITY WITH EXISTING INFRASTRUCTURE [PROVISIONALLY REQUIRED]
No page limit, but you are limited to one file (such as a PDF). If you are proposing the make/model/parts as described in this RFP, you are not required to complete this section. All other respondents must provide clear documentation that their proposed solution meets or exceeds the specifications of the requested solution, as well as address the following two questions directly:

- **RESELLER AUTHORIZATION [IF REQUIRED]**
  No page limit, but you are limited to one file (such as a PDF).

- **ADDITIONAL INFORMATION [OPTIONAL]**
  No page limit, but you are limited to one file (such as a PDF). You may include white papers, technical specifications, and other information. *This will not be scored.*

SECTION 4: EVALUATION

The evaluation of proposals is a two-tiered process. Tier One consists of an administrative review of compliance with mandatory requirements listed above. The Applicant or Agent scores all Tier One components either pass or fail, and a Proposer must pass all requirements to move to the next Tier.

Tier One: Administrative Review of Compliance

Appendix A: Required Certification	Pass/Fail
Appendix C: Intent to Bid Letter	Pass/Fail
Appendix D: Pricing Sheet	Pass/Fail

During the Tier Two evaluation, each required component will be scored on a scale of 1-5 and adjusted based on its relative weight, as described below. The weighting for each component is shown in the table below:

Section	Weight
Price of Eligible Goods and Services	35%
Compatibility with Existing infrastructure	30%
Brief Agency Description	5%
Certifications	5%
Price of Ineligible Goods and Services if any	5%
Proposed Contracts	5%
References/Past Performance	5%
Manufacturer's Warranties	5%
Reseller Authorization	5%

SECTION 5: REQUIRED CONTRACT TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

While Respondents are required to submit a contract with standard terms and conditions as a part of their complete response, any final contract will be negotiated between the Applicant and the respondent. There is no expectation or assurance that the district will agree to the apparently successful respondent's standard terms and conditions.

ASSIGNMENT

The Respondent may not assign or subcontract any portion of its obligation under this contract without prior written permission from the Applicant.

SECTION 6: DEFINITIONS

Past performance includes any past performance, conduct, and direct experience with the Respondent based on previous contracts with the Applicant, including, but not limited to:

1. Illegal or unethical conduct,
2. Refusal of the Respondent to honor submitted pricing,
3. Failure to meet service level agreements,
4. Failure to meet agreed-upon timelines,
5. Failure to identify potential or actual conflicts of interest.

Respondent means the agency or the individual submitting a response to this RFP.

Non-Responsive Bid means, in addition to the criteria listed above, any bid that includes language that indicates that the proposal does not constitute a binding offer or includes language of a similar intent. Non-responsive bids will be rejected without further consideration or evaluation.

SECTION 7: ADDITIONAL INFORMATION

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. If applicable, this RFP and any subsequent addendum shall be posted on the Schools and Libraries Divisions EPC system. The Respondent's responsibility is to ensure they have reviewed the RFP and any addenda before submitting a proposal.

The Applicant reserves the right not to answer some questions if, in the Applicant's and their agents' opinion, the answer is not necessary to provide a qualified bid.

The Respondent's responsibility is to ensure that they have reviewed all questions and answers before submitting their proposal.

Authorized Signature. Every proposal must be signed by the person or persons legally authorized to bind the Respondent to a contract. Bids submitted by a third-party agent for equipment or services on behalf of another entity must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent's authority to bind the Respondent.

Availability of Funds. Awarding of a contract may be contingent upon funding through the E-Rate program. If funding is denied, the Applicant is not obligated to complete the project described in this RFP, in whole or in part.

Award of Proposal. The award of any contract resulting from this RFP may be contingent upon approval of funding from the Schools and Libraries Division of the Universal Services Administration (USAC).

Award Rights. The Applicant retains the right to award all or part of the work described in this RFP to one or more Respondents. The Applicant offers no guarantee of the volume of work or the exclusivity of the contract.

Cancellation. The Applicant retains the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted as an addendum in the Schools and Libraries Division EPC system.

Changes in the Eligible Services List. If during a multi-year contract, a product or service is no longer listed as 'eligible' for reimbursement, or if the eligible percentage decreased by 25% or more, the Applicant reserves the right to cancel the contract effective on the last day of the current fund year, or the last day of the previous year the product or service is considered eligible, whichever is later. However, this does not negate the Applicant's responsibility for past-due amounts or amounts financed, but waives all early termination penalties, with the following exception: If the Respondent included in their initial proposal a clearly defined discount as an incentive for signing a multi-year contract. The Respondent may collect a pro-rated portion of that discount or any early termination penalties, whichever is less.

Clarifications. The Applicant reserves the right to clarify any point in the proposal and to secure any necessary information to properly evaluate the proposal, including contacting subcontractors listed in the proposal. Failure of a Respondent or subcontractors to respond to such a request for additional information or clarification may result in the proposal's rejection. The Applicant's retention of this right shall in no way reduce the responsibility of the Respondent to submit a complete, accurate, and clear proposal.

Compliance with Local, State, and Federal Laws. The Respondent must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process.

Compliance with Applicable Codes and Standards. It is the responsibility of the Respondent to identify all regulatory codes and/or agencies having jurisdiction and governing or affecting the execution of this proposal, and to ensure conformance with those codes and agencies.

Confidentiality. Proposals received in response to this RFP may be subject to public records requests. It is the Respondent's responsibility to mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552). Marking the entire proposal as "proprietary" may result in its rejection.

The Applicant shall, to the best of their ability, protect any information marked as "proprietary." However, the decision to release proposals or parts of proposals remains with the Applicant.

Conflict of Interest. Respondents must declare any current or potential conflicts of interest.

Cooperation with the E-Rate Program, Including Reviews and Audits. All E-rate applications are subject to detailed questioning during PIA Reviews, Selective Reviews, Payment Quality Assurance Reviews, and Audits. Respondents agree, when submitting a proposal in response to this RFP, to promptly and accurately provide all information necessary to all requests for information from the FCC, USAC, and their agents.

Cost Allocation of Ineligible Products and Services. The Respondent is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

Cost of Preparing Proposal. The Respondent is responsible for all costs incurred in preparing their proposal (s). The Applicant will not reimburse the Respondent for any expenses incurred in preparing their response.

COVID-19 and Other Infectious Diseases. If selected, the Respondent must comply with all federal, state, and local mandates and recommendations concerning the use of Personal Protective Equipment (PPE), social distancing, sanitation, proof of vaccination, and so forth. If a mandate or recommendation conflicts, the district will establish the standard for compliance.

Debarment. The Respondent must not be debarred, suspended, proposed for debarment, voluntarily excluded, or otherwise declared ineligible to enter a contract with the district by any

local, state, or federal department or agency. The Respondent agrees to notify the Applicant and the AES of any change to this status.

Design Limitations of this RFP. The specifications in this RFP represent a functional description and performance criteria for required systems. The Respondent is responsible for the actual system engineering and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

Errors in the Proposal. Respondents are responsible for all errors and omissions in their proposal, and any such errors or omissions shall not serve to diminish their obligations to the Applicant. The agreement and any written and fully signed amendments to it.

- The Applicant's RFP and any written amendments to it.
- The Respondent's Response to the RFP and any authorized written amendment or clarifications to it.

Incorporation of the RFP and Proposal in the Final Agreement. This RFP and the selected Respondent's/Respondents' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the Applicant's contract with the Respondent.

Proposal Disposition. All materials submitted in response to this RFP shall become the property of the Applicant.

Reseller Authorization. When applicable, Respondent must produce upon request evidence of reseller authorization from the hardware or software manufacture.

Right to Waive Irregularities. The Applicant reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The Applicant also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the specific requirement. Doing so does not materially affect the scope of the project.

Service Provider Identification Number. The Respondent must have a valid SPIN at the time the proposal is submitted and must not be in 'red-light' status with the Federal Communications Commission, as listed here: https://apps.fcc.gov/redlight/login.cfm

Severability. If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP, and the remaining provisions shall be deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, AES shall publish an addendum to the Schools and Libraries Division EPC system.

Taxes and Other Fees. The Respondent must include sales taxes and other fees in the proposal.

Terms of Validity. The proposal should be valid for 180 days or the date of the FCDL, whichever is greater.

Use of Subcontractors. In all cases, the Respondent shall serve as the sole point of contact concerning any subcontracted services, equipment, software, and supplies, and shall ensure that all subcontractors comply with the terms of this RFP and subsequent agreement (s). Responsibility for all work shall be the sole responsibility of the Respondent.

Withdrawal of Proposal. The Respondent may withdraw their proposal from consideration at any time before the bid opening by contacting Jill Stone.