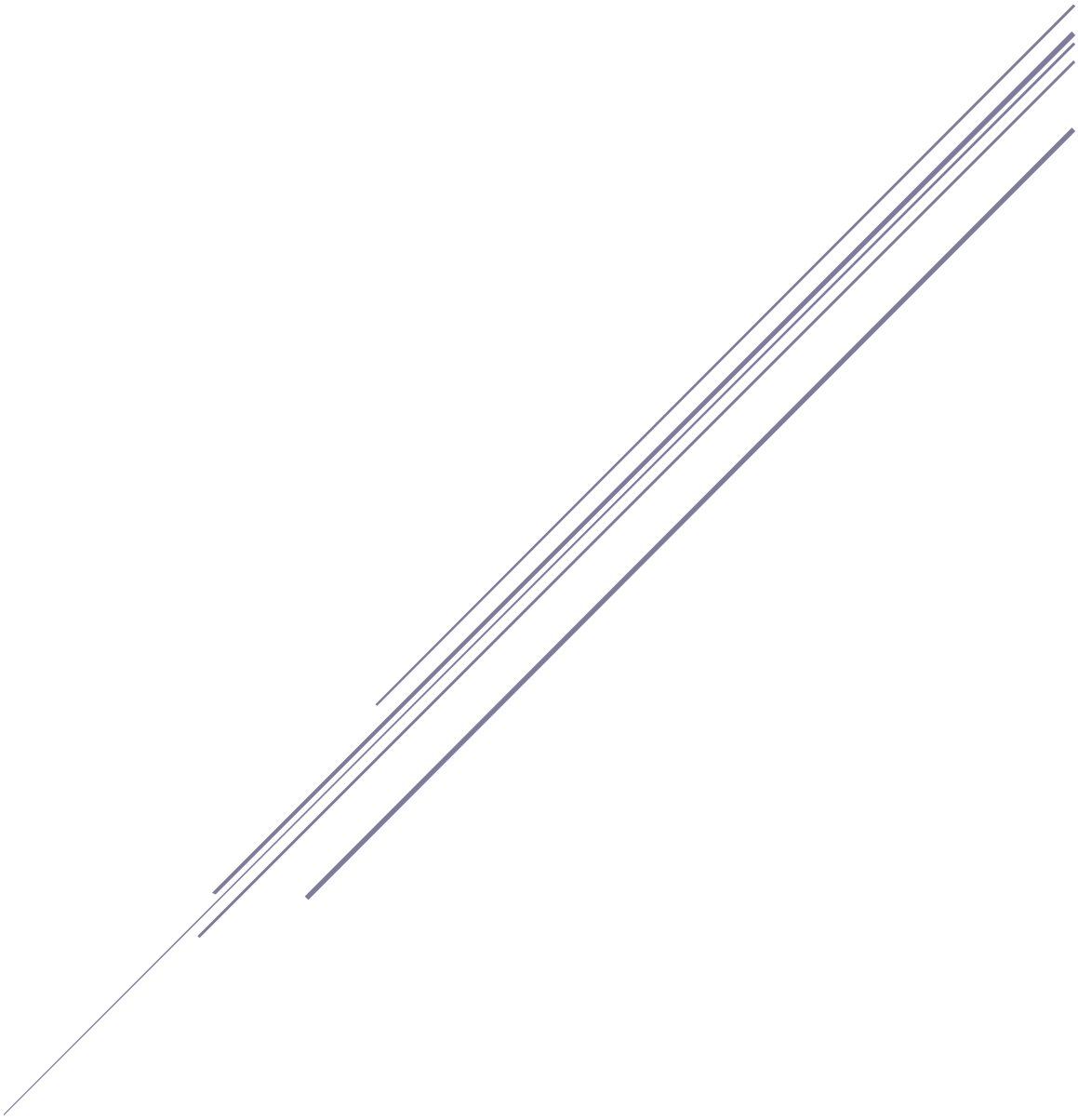
Steilacoom School District
BEN: 145276

Leased Lit Fiber Solution
RFP#SHSD_10.27.26_LLF & Form 470# 270002607



Steilacoom Historical School District

Address: 511 Chambers St
Steilacoom, WA
98388-3300

BEN: 145276

Request for Proposal for E-Rate Eligible Goods and Services: Leased Lit Fiber Services

IMPORTANT DATES

Request for Proposal Number:	RFP#SHSD_10.27.26_LLF
Request for Proposal Name:	Leased Lit Fiber Services
Form 470 Number:	270002607
Request for Proposal Release Date:	October 27, 2026
Questions Due:	November 10, 2026, by 12:00 PM PST.
Proposals Due:	November 30, 2026, by 12:00 PM PST
Proposal Evaluation Period:	December 1-2, 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
Appendix F: Erate Special Construction Information	Informational only

Prepared by: Jill Stone, Consultant

Date: 10/24/25

CONTACT INFORMATION

RFP Administrator:	Jill Stone
Technical Contact:	Mark Martinez
	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 Mark Martinez.

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 Steilacoom Historical 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 Steilacoom Historical School District No. 1 is Pierce County's oldest public school district in Washington, established in 1854.

District Overview & Demographics

Location: Serves the Town of Steilacoom, the City of DuPont, Anderson Island, Ketron Island, and portions of Lakewood and unincorporated Pierce County, with close proximity to Joint Base Lewis-McChord (JBLM).

Enrollment: Around 3,100 to 3,200 students from Pre-K through 12th grade.

Superintendent: Kathi Weight.
Recognition: Recipient of the Purple Star Award for supporting military-connected families and students.

Schools

The district operates six schools across the region:
• Cherrydale Primary School (Pre-K–3)
• Chloe Clark Elementary School (Pre-K–3)
• Anderson Island Elementary School (Pre-K–3, remote and necessary)
• Saltar's Point Elementary School (4–5)
• Pioneer Middle School (6–8)
• Steilacoom High School (9–12)

Administrative Buildings:

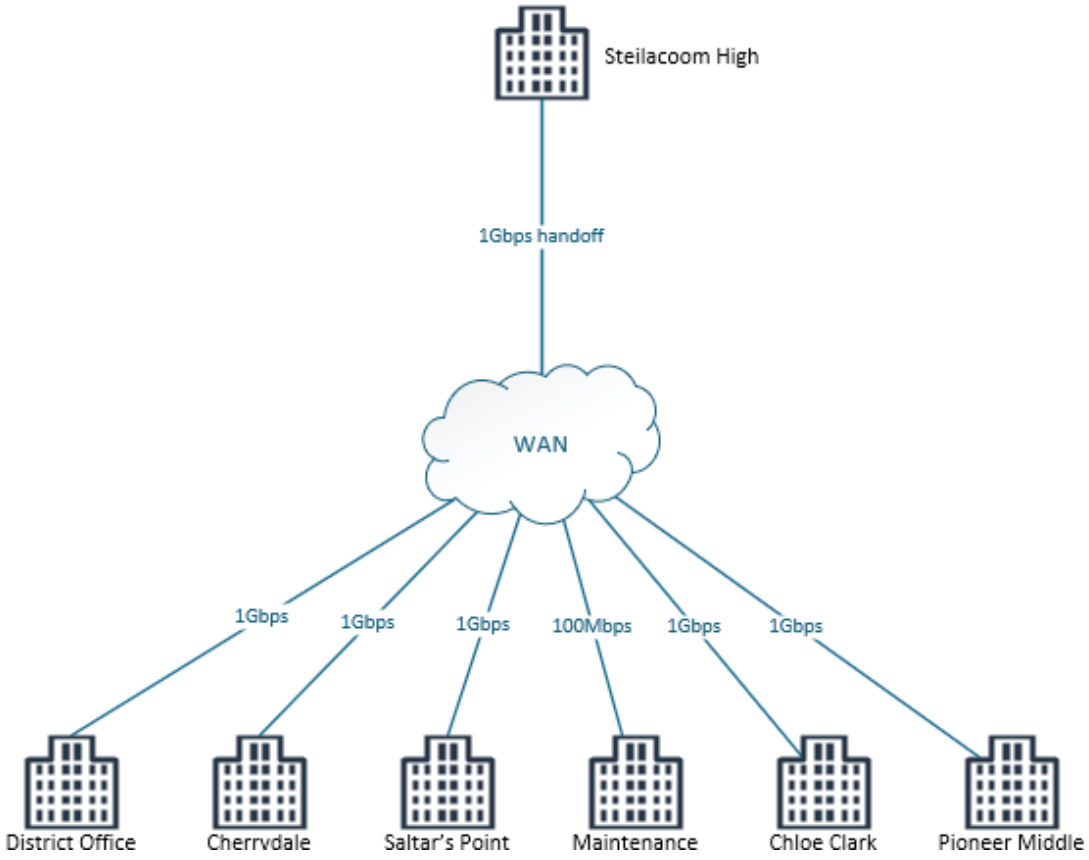
- Administration Building
- Maintenance Building

Mission & Vision

Mission: Prepare responsible citizens contributing and adapting in a changing world with the best education for every student.

PROJECT BACKGROUND

- Currently, the Applicant has a dedicated Leased Lit Fiber service providing 1 Gbps to six [6] sites and 100 Mbps to one [1] site - Maintenance Building.



GENERAL REQUIREMENTS

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).

Invoices must reflect that the charges are for Fiber services, including taxes and surcharges. USAC will not fund or pay for taxes or surcharges that have Telephone in the text. They view this as a tax/surcharge for telephone services which are not eligible for erate funding.

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 August 31, 2027.

PROJECT SCOPE

The applicant is seeking bids for a fully managed WAN solution. Leased Lit Fiber (without Internet Access) is the E-rate Category 1 service option to choose when bidding point-to-point wide area network (WAN) connections. **WAN connections do not connect to an Internet access point.** WAN connections are point-to-point fiber connections that connect individual instructional/non-instructional facilities in the same school district. See section for **Solution Specifications** for applicant's requirements.

1. **Network Design and Construction Routes**

    a. The Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.

    b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

    c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).

d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

2. Special Construction

    a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.

        i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.

    b. Special construction charges eligible for Category One support consist of three components:

        i. construction of network facilities

        ii. design and engineering

        iii. project management

    c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC).**

        i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

    d. Special Construction Payment Plan Option

        i. The applicant requests that the respondents allow the applicant to pay the non-discount share of special construction costs (the portion of costs that are the applicant's responsibility) in equal yearly installments over four [4] Years, from Funding Year 2027 to Funding Year 2031 inclusive. Responses must include agreement or non-agreement of this request.

    e. Excess fiber strands for special construction projects

        i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

        ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for

reimbursing the winning vendor, and the winning vendor will assume all responsibilities deemed ineligible by USAC.

iii. For examples of cost allocation, please see the document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

Solution Specifications

1. First Service -Wide Area Network

    a. Applicant must have dedicated, symmetrical transport bandwidth of MINIMUM 100 Mbps to 5 Gbps between the designated endpoints. [see pricing sheet].

    b. The solution must be scalable from 100 Mbps to 5 Gbps.

    c. Contract options are requested for 36-month or 60-month terms of service. The contract should include voluntary contract extensions equal to the initial term of the contract.

    d. Each respondent is required to complete the attached pricing sheet with this RFP.

        i. Special construction, monthly recurring costs, and any additional non-recurring costs are **required** to be broken out and listed separately.

        ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.

        iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

    e. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

    f. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

    g. All solutions must adhere to the Service Level Agreement (SLA) terms as noted below.

2. **The second service is s Transitional Services** -Per the FCC docket DA 20-237. March 5, 2020: Guidance accompanying the order also explained that when a new provider is

delayed in starting to provide service, the applicant may remain with a previous provider during the transition period, even if that provider was not the second highest bidder, although the applicant's total funding level may not exceed the amount approved in its FCDL. This service will be based on the current service provider's MRC and will be on a MTM [month-to-month] term until the new fiber is lit and tested.

Service Level Agreement

1. Proposed services must me the following specifications:
    a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
    b. .25% frame/packet loss commitment
    c. 25ms round trip network latency commitment
    d. 10ms network jitter commitment
    e. There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason.
    f. The vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: The solution will provide customer support functions, including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor-provided services.
3. Trouble reporting and response: Upon interruption, degradation, or loss of service, the Customer may contact the Vendor by a defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customers will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: If service has not been restored promptly, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation, and resolution plan will be provided to the district.

7. Measurement: Time starts when the Customer contacts the vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	**Credit is the following percentage of monthly recurring cost**
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the contract term.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

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. Taxes should be calculated based on MRC and OTC costs. These must be in dollars and not a percentage. These can be estimated costs.

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).

- **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

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	Criteria
35%	**E-rate eligible recurring and one-time circuit costs**[1]
25%	Complete bid submission[2]
15%	Ability to support requirements of this RFP[3]
10%	Proposed contract terms and conditions[4]
5%	Service reliability and dedicated infrastructure[5]
5%	E-rate ineligible recurring or one-time costs[6]
5%	Provider references[7]

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. Estimated taxes should be based on the MRC and OTC as noted on the vendor's bid. USAC PIA review will not accept a percentage estimate; they must see the taxes and any surcharges listed as dollars. On the vendor invoice, it should be noted that invoices that list these types of charges as "Telephone" are deemed not eligible for reimbursement. Vendors should strive to ensure that the applicant is billed correctly.

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.