Dedicated Internet Access Service

RFP #2026-012

Evergreen Public Schools

Information Technology

Administrative Service Center

Prepared By

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INTRODUCTION

Evergreen School District No. 114
13413 NE LeRoy Haagen Memorial Drive
PO Box 8910
Vancouver WA 98668-8910
Purchasing (360) 604-4084

October 30, 2026

REQUEST FOR PROPOSAL:	Dedicated Internet Access Service RFP #2026-012
PRE-PROPOSAL CONFERENCE:	Thursday, November 12, 2026 Conducted via Zoom Contact Robert Gardner for Zoom link
RFP DUE DATE:	**Tuesday, December 1, 2026** 2:00 PM Note: Proposals will be received until this time.

Evergreen School District No. 114 (District) invites qualified service providers to submit proposals for enterprise Dedicated Internet Access Service under RFP #2026-012. The existing Dedicated Internet Access Service agreement expires June 30, 2027. The replacement service shall be fully operational, tested, accepted, and available for production use no later than July 1, 2027.

The requested service is intended to provide a high-capacity Internet path that is operationally independent from the District's primary K-20 Internet service to the extent reasonably achievable.

Your proposal must be received in a sealed envelope to the Evergreen School District Purchasing Department no later than 2:00 PM on **Tuesday, December 1, 2026** to be considered.

Proposers are expected to provide full warranty and service capabilities in the Portland/Vancouver Metropolitan area for all systems and infrastructure being proposed.

Proposal documents will be available beginning Friday, October 30, 2026 at the following URL:

https://sites.google.com/evergreenps.org/bids-proposals/home

Please refer to this site for any RFI responses or RFP extensions or addendums.

PURPOSE

The District is seeking competitive proposals for a reliable, scalable, symmetrical enterprise Internet connection that strengthens Internet resiliency and provides an additional path independent from the District's primary K-20 Internet service.

The existing Dedicated Internet Access Service Agreement is scheduled to end June 30, 2027. Replacement service must be operational, tested, accepted, and available for production use no later than July 1, 2027.

1. Provide at least 10 Gbps symmetrical Dedicated Internet Access at the Administrative Service Center.
2. Maximize physical and logical diversity from the District's primary K-20 Internet path, including route, conduit, entrance facility, carrier, aggregation, POP, and upstream diversity where reasonably achievable.
3. Support District-owned public IP address space, BGP routing, and enterprise edge routing requirements.
4. Provide predictable long-term pricing, transparent construction and last-mile costs, and optional 20 Gbps and 25 Gbps comparison pricing.
5. Provide strong SLA, monitoring, support, escalation, and service-management capabilities.
6. Complete implementation and acceptance in time for production service beginning July 1, 2027.
7. Service termination: Administrative Service Center (ASC), 13413 NE LeRoy Haagen Memorial Drive, Vancouver, WA 98684.

The District intends to seek E-Rate support for eligible Category One Internet access costs to the extent permitted by FCC and USAC rules. Final eligibility determinations remain subject to applicable E-Rate program requirements.

Proposers shall provide a complete turnkey solution and shall include all labor, equipment, materials, engineering, permitting, construction, installation, testing, project management, transportation, and other services necessary to provide the proposed solution. Pricing shall include all costs necessary to deliver the proposed service unless an exclusion is expressly identified in the proposal and accepted by the District.

District Contacts

The Fiscal Services and Information Technology (IT) Departments are the sole points of contact concerning this RFP. Please address all questions in an email format to the following three individuals:

- Pamela Bowman, Purchasing Technician Specialist - Pamela.Bowman@evergreenps.org
- Robert Gardner, Director of Information Technology - Robert.Gardner@evergreenps.org
- Tyler Mayfield, Network Coordinator - Tyler.Mayfield@evergreenps.org

PLEASE MARK THE LOWER LEFT CORNER OF YOUR PROPOSAL WITH THE FOLLOWING:

RFP TITLE: Dedicated Internet Access Service – RFP #2026-012

PROPOSAL DUE DATE: **Tuesday, December 1, 2026 @ 2:00PM**

PLEASE SUBMIT ONE ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL IN A SEALED ENVELOPE AS FOLLOWS. ALL EXTERNAL ENVELOPES MUST BE MARKED WITH “2026-012”:

If sent via U.S. mail:
Evergreen School District No. 114
Purchasing Department – RFP #2026-012
PO Box 8910
Vancouver WA 98668-8910

If hand delivered:
Evergreen School District No. 114
Administrative Service Center
Purchasing Department - RFP #2026-012
13413 NE LeRoy Haagen Memorial Drive
Vancouver, WA 98684

If sent via UPS/FedEx:
Evergreen School District No. 114
Purchasing Department – RFP #2026-012
2205 NE 138th Avenue
Vancouver WA 98684-7228

Electronic Copy Requirement
In addition to the required physical proposal submission, Proposers shall provide one complete electronic copy of their proposal by email to **itpurchasing@evergreenps.org** no later than the proposal due date and time.

The electronic submission should include all proposal documents, pricing forms, certifications, attachments, and supporting materials submitted with the physical proposal. PDF format is preferred for proposal documents; pricing spreadsheets should be provided in their original spreadsheet format when applicable.

The email subject line shall include:
RFP #2026-012 – Dedicated Internet Access Service – [Proposer Name]

The physical proposal received by the District Fiscal Services Department will remain the official proposal of record unless otherwise stated by the District.

Thank you for your time and interest in this proposal.
Sincerely,

Pamela Bowman
Purchasing Technician Specialist
Telephone: 360-604-4084
Fax: 360-604-4101

Enclosure: GENERAL INSTRUCTIONS TO PROPOSERS – FORM A

SCHEDULE OF EVENTS

TIMELINE:

Date	Event	Days
October 30, 2026	RELEASE OF REQUEST FOR PROPOSAL FCC FORM 470 FILED RFP POSTED ON DISTRICT WEB SITE	0
November 9, 2026	QUESTION SUBMITTAL DEADLINE – 4:00 PM	10
November 12, 2026	PRE-PROPOSAL CONFERENCE – VIRTUAL VIA ZOOM – 11:00 AM	13
November 27, 2026	E-RATE ALLOWABLE CONTRACT DATE / 28-DAY WAITING PERIOD COMPLETED	28
December 1, 2026	PROPOSALS DUE – 2:00 PM	32
January 12, 2027	BID/RFP AWARD - SCHOOL BOARD MEETING	74
January 26, 2027	ANTICIPATED BOARD APPROVAL – CONTRACT	88
February 9, 2027	ALTERNATE BOARD CONTRACT APPROVAL DATE, IF NEEDED	102
March 2027 (TBD)	FCC FORM 471 FILED	
July 1, 2027	INTERNET SERVICES START DATE	244

SECTION 1 INFORMATION FOR PROPOSALS

1.1 SCOPE – GENERAL INFORMATION – PURPOSE OF PROPOSAL

1.1.1 Definitions

- Contract - The agreement or agreements resulting from this RFP, including the RFP, accepted proposal, pricing, amendments, addenda, and other incorporated documents.
- Contractor - The successful Proposer awarded a Contract under this RFP.
- Dedicated Internet Access (DIA) – Dedicated, symmetrical Internet access provided at the contracted bandwidth.
- District - Evergreen School District No. 114, Vancouver, Washington.
- Enterprise DIA – The Dedicated Internet Access Service requested under this RFP.
- Dedicated Internet Access Service – The enterprise Internet service procured through this RFP.
- Primary Internet Service – The District's existing K-20 Internet service.
- Proposer – A service provider submitting a response to this RFP.
- Service-Ready Date – The date the Internet service is installed, provisioned, tested, documented, ready for production use, and available for District acceptance.
- SPIN – Service Provider Identification Number assigned for participation in the E-Rate program.

1.1.2 General

The District seeks to establish a long-term Contract for an enterprise Dedicated Internet Access Service supporting District-wide operations. The service shall be dedicated, symmetrical, professionally managed, and suitable for enterprise routing and failover use.

The service may use existing provider infrastructure or require new provider-owned construction. The Proposer is responsible for identifying all facilities, construction, carrier, route, and implementation dependencies necessary to provide the proposed service.

1.2 TERM OF AGREEMENT

The District is seeking predictable long-term pricing while retaining reasonable flexibility. Proposers shall identify the proposed initial Contract term and any available voluntary extension options. The District will consider multi-year structures, including 12-month, 36-month, and 60-month terms when offered.

Each proposed term option shall be separately priced and sufficiently complete to allow independent evaluation. Any extension shall be voluntary, agreed to in writing, and compliant with applicable E-Rate and District procurement requirements.

Contractor termination rights shall be limited to the circumstances expressly stated in the resulting Contract. The Contractor shall not have a general right to terminate solely because construction costs, operating costs, financing, or expected profitability differ from assumptions made at the time of Proposal.

1.2.1 Service Readiness and Transition

The District requires the Dedicated Internet Access Service to be fully operational and accepted no later than July 1, 2027. Proposers shall develop an implementation plan that accounts for engineering, construction, provisioning, testing, routing coordination, BGP configuration, and cutover activities necessary to meet that date.

If the Proposer believes the permanent service cannot be operational by July 1, 2027, that condition shall be clearly disclosed in the Proposal together with the earliest achievable date and any temporary or interim approach the Proposer can provide. Any proposed interim approach and associated cost shall be clearly identified in the Proposal and Pricing Workbook, as applicable.

1.2.2 Questions

All questions regarding this RFP must be submitted in writing no later than the Question Submittal Due Date identified in the Schedule of Events.

Proposers are responsible for requesting clarification of any requirement, assumption, site condition, pricing requirement, or technical specification that may affect their proposal before the question deadline.

Questions shall be submitted by email to the District contacts identified in this RFP. Proposers shall not rely on oral statements or communications from District employees or representatives as interpretations or modifications of this RFP.

The District may address submitted questions during the Pre-Proposal Conference and/or through written responses posted on the District's procurement website. Questions and responses that may materially affect the preparation of proposals will be made available to all prospective Proposers.

Questions received after the published deadline may not be answered at the District's discretion.

Only a written addendum issued by the District Fiscal Services Department may modify, amend, or supersede the requirements of this RFP.

1.2.3 Pre-Proposal Conference

A Pre-Proposal Conference will be conducted on the date, time, and location indicated on the Schedule of Events timeline. Conference attendance is optional, but highly encouraged. Failure to attend will not result in Proposal disqualification. Please email the District Contacts for the Zoom meeting details.

1.2.4 Proposal Due Date and Submission

Proposals must be received by the Fiscal Services Department no later than the date and time indicated in the Schedule of Events. If any date elsewhere in this RFP conflicts with the Schedule of Events, the Schedule of Events shall control unless modified by written addendum. Proposals received after the stated Proposal Due Date and time shall not be considered and may be returned unopened.

1.2.5 News Releases/Publicity

News releases or any other external or internal publicity pertaining to Evergreen School District, this RFP or the project to which it relates shall not be made without prior written approval of Evergreen School District, and then only in coordination with designated Evergreen School District personnel.

1.2.6 Project Scope

The successful Contractor shall provide a complete turnkey Dedicated Internet Access Service, including all required labor, equipment, optics, provider facilities, local-loop facilities, construction, engineering, permitting, testing, project management, routing coordination, monitoring, documentation, and support necessary to deliver the contracted service.

1.3 OVERVIEW

The service termination location is the Administrative Service Center (ASC), 13413 NE LeRoy Haagen Memorial Drive, Vancouver, WA 98684.

The District's primary Internet service is provided through the K-20 network. Because the requested service is intended to improve resiliency, the District places significant value on physical and logical diversity from K-20 facilities and routing.

Bandwidth Requirements

- 10 Gbps symmetrical DIA - required and used for primary cost evaluation.
- 20 Gbps symmetrical DIA - comparison pricing requested where available.
- 25 Gbps symmetrical DIA - comparison pricing requested where available.

The District expects bandwidth increases and decreases to be available during the Contract term without automatically extending or restarting the overall Contract term, subject to mutually agreed pricing and technical feasibility.

1.4 GENERAL INTERNET SERVICE REQUIREMENTS

1.4.1 Overview of Available Internet Service

Proposers shall provide a complete description of the proposed DIA service, including provider network architecture, local-loop facilities, regional POPs, upstream/transit relationships, peering, resiliency, and significant third-party dependencies.

- Identify provider-owned facilities, third-party carrier facilities, and any new construction.
- Provide a route diagram or narrative sufficient for the District to evaluate diversity from K-20.
- Identify any shared conduit, entrance facility, local-loop infrastructure, aggregation equipment, POP, or upstream transport known to overlap with K-20.

1.4.2 Standard Service Levels

Proposers shall describe the standard performance characteristics of the proposed Internet service.

At a minimum, the Proposal shall identify:

- Dedicated and symmetrical bandwidth.
- No usage-based billing or data caps.
- Full contracted throughput under normal operating conditions.
- 24x7x365 monitoring and NOC support.
- Defined response, escalation, restoration, and maintenance procedures.

Any performance limitation not specifically disclosed in the Proposal shall not be assumed by the District.

1.4.3 Service Level Agreement (SLA)

The Proposal shall include the standard and contractually committed SLA. At a minimum, identify network availability, latency, packet loss, jitter if applicable, critical-incident response, restoration targets, planned maintenance notification, and service credits.

Proposer shall identify any exclusions, limitations, measurement methodology, or conditions applicable to the SLA.

1.4.4 Network Management Reporting

The Contractor shall provide service and performance information reasonably necessary for District monitoring and troubleshooting. Available capabilities should include utilization, uptime, outages, latency, packet loss, maintenance history, and ticket status.

Any additional charges for reporting, monitoring, or custom reporting services shall be clearly identified in the Proposal.

1.4.5 Network Management Capabilities

Proposers shall identify available portal, API, SNMP, reporting, alerting, and export capabilities. Any added charge shall be separately identified.

1.4.6 Dedicated Internet Access Specifications

The proposed service shall meet the following minimum requirements:

- Ethernet handoff compatible with District edge-routing equipment.
- Support for BGP routing using District-owned public IP address space and autonomous system number, as applicable.
- Support for IPv4 and IPv6. Identify provider-assigned addresses included with the service.
- Identify prefix-length, route-announcement, BGP community, filtering, traffic-engineering, and routing-policy limitations.
- Identify any oversubscription, shaping, policing, rate-limiting, or traffic-management practice that could affect service performance.
- Identify maximum frame size / MTU and any handoff restrictions.
- Identify the proposed handoff speed, media, and optics for each 10 Gbps, 20 Gbps, and 25 Gbps service offering.

Any proposed limitation, exception, or alternative to these requirements shall be clearly identified in the Proposer's Exceptions section.

1.4.7 Administrative Service Center / Core Requirements

The primary service shall terminate at the Administrative Service Center at a District-approved demarcation point. The Proposer shall identify building entrance requirements, pathway requirements, provider equipment, power/environmental requirements, cross-connects, optics, and any District-furnished facilities required.

The Proposal shall specifically address physical diversity from the District's K-20 Internet path and identify any known shared risk at the ASC or in the serving provider network.

1.4.8 New Fiber / Construction Requirements

If new construction is required, the Proposer shall identify the approximate route, facility type, permitting, make-ready, right-of-way, pole attachment, utility coordination, railroad or waterway crossings, easements, and other material dependencies. Construction pricing shall be complete and include applicable prevailing-wage and public-works costs.

1.5 PROJECT MANAGEMENT

The successful Contractor shall provide project-management resources sufficient to deliver service by the required Service-Ready Date.

The Contractor shall coordinate all Project activities with District staff and shall be responsible for coordination with subcontractors, utilities, permitting authorities, incumbent carriers, wholesale carriers, property owners, and other third parties necessary to complete the Project.

1.5.1 Account Manager

The Contractor shall designate an Account Manager responsible for overall customer relationship, service administration, and escalation coordination.

Changes to the assigned Account Manager shall be communicated to the District in advance whenever reasonably possible.

1.5.2 Project Manager

The Contractor shall designate a Project Manager responsible for implementation through District acceptance, including schedule, construction, provisioning, testing, dependencies, and coordination of provider and subcontractor resources.

1.5.3 Lead Engineer

The Contractor shall identify a Lead Engineer or equivalent technical resource responsible for routing, handoff, optics, testing, network integration, and technical issue resolution.

1.5.4 Contractor Responsibilities

The Contractor shall provide all labor, equipment, materials, engineering, construction, project management, transportation, tools, testing, coordination, and other resources necessary to successfully complete the Project and provide the contracted service.

The Contractor shall be responsible for:

- Maintain the implementation plan and schedule.
- Coordinate all subcontractors and underlying carriers.
- Track dependencies and immediately escalate material risks.
- Coordinate testing and production cutover with District IT.
- Provide complete as-built and service documentation.

Use of subcontractors, wholesale carriers, or third-party facilities shall not relieve the Contractor of responsibility for satisfying the requirements of the Contract.

1.5.5 Drawings and Project Documentation

The Contractor shall provide route, demarcation, handoff, circuit, and configuration documentation appropriate to the proposed service and sufficient for District operational support and E-Rate review.

Documentation shall be maintained throughout implementation and updated to reflect the final installed configuration.

1.5.6 Project Scheduling

The Project Manager shall maintain a schedule showing engineering, permitting, construction, carrier orders, equipment delivery, provisioning, testing, acceptance, and cutover milestones.

1.5.7 Risk and Issue Management

Material risks to the July 1, 2027 Service-Ready Date shall be identified promptly together with mitigation actions, responsible parties, and expected resolution dates.

1.5.8 Project Meetings and Progress Reporting

The Contractor shall participate in project meetings and provide written progress reports at intervals requested by the District during implementation.

Meeting frequency and reporting requirements may be adjusted by the District based on the phase and complexity of the Project.

1.6 MATERIALS, EQUIPMENT, AND HANDLING

1.6.1 Contractor-Furnished Materials and Equipment

All provider-owned equipment, optics, fiber, enclosures, and other materials necessary for the proposed service shall be included in the Proposal unless expressly identified otherwise.

1.6.2 Shipment, Delivery, and Handling

The Contractor is responsible for shipment, delivery, storage, protection, and handling of Contractor-furnished materials and equipment.

1.6.3 District-Furnished Materials or Facilities

Any District-furnished power, rack space, pathways, optics, cabling, cross-connects, or other facilities assumed by the Proposer shall be clearly identified.

1.7 SAFETY

The Contractor shall perform all work in a safe and professional manner and shall comply with all applicable federal, state, local, and District safety requirements.

The Contractor shall be responsible for the safety of its employees, agents, subcontractors, equipment, and work areas while performing work under the Contract.
The Contractor shall:

- Take appropriate precautions to protect District employees, students, visitors, property, and facilities from injury or damage.
- Immediately report unsafe conditions, incidents, or hazards to the District Project Coordinator.
- Correct or secure unsafe conditions before proceeding with affected work.

- Maintain work areas, tools, equipment, and materials in a manner that does not create unnecessary hazards or interfere with District operations.
- Comply with applicable occupational safety, construction safety, traffic-control, and site-access requirements.
- Ensure that subcontractors comply with the same safety requirements.

The Contractor shall be responsible for any required safety planning, protective equipment, barricades, traffic control, fall protection, confined-space procedures, or other safeguards necessary for the work being performed.

1.8 PROJECT ACCEPTANCE

The Contractor shall request District acceptance only after the applicable service has been installed, configured, tested, documented, and is ready for production use.

1.8.1 Request for Acceptance

The Contractor may request acceptance after the service is fully installed, provisioned, configured, tested, documented, and ready for production use.

The Contractor shall submit its request for acceptance in writing to the District Project Coordinator.

1.8.2 Acceptance Process

Acceptance may include throughput testing, routing/BGP verification, failover testing, monitoring verification, documentation review, and confirmation that the service meets contractual requirements.

District use of a service prior to final acceptance shall not, by itself, constitute acceptance of the service or waive any Contract requirement.

1.8.3 Billing Following Acceptance

Recurring billing shall not begin before the applicable service is installed, tested, accepted, and authorized for production use by the District.

1.9 COOPERATIVE WORK

The Contractor shall coordinate its work with District personnel, other service providers, K-20 representatives as applicable, utilities, landlords, and other parties necessary for implementation.

1.10 PERSONNEL STANDARDS

Personnel assigned to District work shall be appropriately qualified, supervised, and capable of performing the assigned technical or construction duties.

The Contractor shall be responsible for the conduct and performance of all personnel and subcontractors working under the Contract.

The District may require removal from District property or replacement of any individual who fails to comply with applicable District requirements or whose conduct creates a safety, security, or operational concern.

1.11 LICENSES AND PERMITS

The Contractor shall obtain, maintain, and pay for all licenses, permits, rights-of-way, easements, pole attachments, utility approvals, inspections, and other authorizations necessary to perform the work and provide the contracted service, unless the Contract expressly assigns a specific responsibility to the District.

The Contractor shall be responsible for:

- Identifying all required approvals and permits.
- Preparing and submitting required applications.
- Coordinating with permitting authorities, utilities, pole owners, property owners, and other third parties.
- Paying associated fees and charges unless otherwise expressly identified in the accepted Proposal.
- Maintaining all required licenses and approvals throughout the applicable period.
- Providing copies of permits, approvals, or other documentation to the District upon request.
- Promptly notifying the District of any permitting, right-of-way, make-ready, utility, or access issue that may affect the Project schedule or service delivery.

Failure to timely obtain required permits, approvals, or third-party authorizations shall not relieve the Contractor of its obligations under the Contract except to the extent specifically addressed by an applicable excusable-delay provision.

1.12 DISTRICT PREMISES

Access to District premises shall be coordinated with and approved by the District Project Coordinator. The Contractor shall ensure that its employees, agents, and subcontractors comply with all applicable District access, conduct, safety, and security requirements.

1.12.1 Site Check-in

During school hours, Contractor personnel and other non-student visitors shall report to the school office and check in with the building administrator or designee before beginning work.

1.12.2 Student Contact

When work is performed at a site in active school use or where contact with students is reasonably possible, the Contractor shall not assign personnel prohibited from such access under RCW 28A.400.322.

The Contractor is responsible for ensuring that its employees, agents, and subcontractors assigned to District sites satisfy applicable background, security, and student-contact requirements.

1.12.3 Drug-Free Workplace

The Contractor shall comply with all applicable federal, state, and local laws and regulations regarding a drug-free workplace, including the Drug-Free Workplace Act of 1988.

Any individual who is unfit for duty due to alcohol, controlled substances, drugs, or other impairment shall be immediately removed from work on District premises.

1.12.4 Tobacco Free Workplace

In accordance with RCW 28A.210.310 and District policy, smoking, vaping, and use of tobacco products are prohibited on District property.

1.13 REGULATORY REFERENCES

All work, materials, equipment, and installation practices shall comply with all applicable federal, state, and local laws, regulations, codes, and industry standards.

Applicable requirements may include, as appropriate:

- National Electrical Code (NEC).
- National Fire Protection Association (NFPA) requirements.
- ANSI/TIA standards.
- IEEE standards.
- BICSI guidelines.
- Applicable building, fire, electrical, and telecommunications codes.
- Requirements of the authority having jurisdiction (AHJ).

Where a conflict exists between this RFP and an applicable law, code, or regulatory requirement, the more stringent applicable requirement shall govern unless otherwise directed by the authority having jurisdiction.

The Contractor shall notify the District of any identified conflict before proceeding with affected work.

1.14 FINAL PROJECT DOCUMENTATION

Before final acceptance, the Contractor shall provide all documentation required by the preceding technical, project management, testing, and acceptance sections of this RFP.

1.15 MAINTENANCE OF RECORDS

The Contractor shall maintain records sufficient to support billing, service delivery, construction, Contract performance, and E-Rate compliance.

Records related to E-Rate-supported services shall be retained for at least ten (10) years after the later of the last day of the applicable funding year or the applicable service-delivery deadline, or longer if required by applicable FCC or USAC requirements.

Upon reasonable notice, the District or its authorized representative may inspect, audit, or request copies of records relevant to the Contract.

1.16 STANDARDS FOR INSTALLATION OF FIBER CABLE INFRASTRUCTURE

All fiber optic cable installations shall comply with applicable laws, codes, manufacturer requirements, and prevailing industry standards, including ANSI/TIA, IEEE, NFPA, NEC, BICSI, and applicable local requirements.

Installation shall include, as applicable:

- Proper pathway selection, cable support, and protection.
- Compliance with manufacturer bend-radius and pulling-tension requirements.
- Consistent labeling and documentation.
- Proper grounding and bonding.
- Fire stopping in accordance with applicable code requirements.
- Testing and certification of installed fiber.
- Neat, professional, and maintainable workmanship.

The Contractor shall correct, at its own expense, any installation that does not comply with applicable codes, standards, manufacturer requirements, or the requirements of this RFP.

1.17 STANDARDS FOR QUALITY AND PERFORMANCE

The completed service shall meet the contracted bandwidth, SLA, routing, monitoring, support, and implementation requirements without hidden oversubscription or performance limitations not disclosed in the Proposal.

Unscheduled, Contractor-caused outages are unacceptable. Network changes that may affect District service shall be coordinated with and approved by District IT in advance, except where emergency action is required to restore service or prevent a significant outage.

Any work or service that does not meet the requirements of the Contract shall be corrected by the Contractor at no additional cost to the District.

1.18 SERVICE PROVISIONING

The Contractor shall coordinate circuit provisioning, addressing, routing, BGP sessions, optics, testing, and turn-up activities with District IT. Production changes shall be scheduled with District approval.

1.19 TESTING REQUIREMENTS

Testing shall demonstrate end-to-end throughput at the contracted bandwidth, interface stability, routing/BGP operation, address reachability, and other applicable SLA metrics. The District may conduct independent verification before acceptance.

The Contractor shall provide the District with test procedures and results upon request.

The District may observe testing, perform independent validation, or require additional testing where results are incomplete or inconsistent with Contract requirements.

Successful completion of required testing is a condition of District acceptance.

1.20 TRAINING REQUIREMENTS

Formal training is not anticipated. The Contractor shall provide reasonable knowledge transfer regarding service monitoring, portal use, ticketing, escalation, and routing or service features provided under the Contract.

1.21 MAINTENANCE REQUIREMENTS

Planned maintenance shall be coordinated and communicated in accordance with the SLA. Emergency maintenance shall be communicated as soon as practicable. Maintenance shall be performed to minimize District service disruption.

The Proposer shall describe its standard support and escalation process, including contact methods, hours of operation, response and restoration commitments, and equipment-replacement procedures.

1.22 SUPPORT CAPACITY

The Contractor shall maintain sufficient engineering, NOC, field-service, and escalation resources to support the contracted service throughout the Contract term.

Use of subcontractors or third-party providers shall not relieve the Contractor of responsibility for meeting Contract requirements.

1.23 PERIODIC SERVICE REVIEW

At the District's request, the Contractor shall participate in periodic service reviews addressing SLA performance, utilization, significant incidents, recurring issues, billing, planned maintenance, routing changes, capacity trends, and recommended improvements.

SECTION 2 VENDOR RESPONSES

2.1 SOLICITATIONS

Proposers and their representatives shall not directly solicit individual District employees or School Board members regarding the award of this Contract outside the communication process established in this RFP.

All communications regarding the RFP shall be directed through the District contacts identified in the solicitation.

2.2 PROPOSAL RESPONSES AND PRICING

Proposers shall submit a complete response addressing all requirements of this RFP. A Proposer may submit more than one proposed term or technical solution, provided each is clearly identified, separately priced, and capable of independent evaluation.

Pricing shall be submitted using the District-provided Dedicated Internet Access Service Pricing Workbook and shall include all costs necessary to provide the proposed service.

At a minimum, pricing shall identify:

- 10 Gbps monthly recurring and non-recurring charges.
- 20 Gbps and 25 Gbps comparison pricing, where available.
- Special construction and last-mile/site-extension costs.
- BGP, public IP, optics, handoff, or mandatory service charges.
- Optional DDoS/security services, separately priced.
- Taxes, fees, and surcharges.
- E-Rate eligible and ineligible costs.
- Any other charge necessary to provide the proposed service.

No additional charge will be allowed for equipment, construction, services, or other requirements reasonably identifiable before Proposal submission but omitted from the Proposal, except as otherwise expressly provided in the resulting Contract.

2.3 ITEMS TO BE SUBMITTED WITH PROPOSAL

Proposals shall be organized in the following order:

1. Cover Letter
2. Executive Summary
3. Technical Response
4. Implementation and Construction Plan
5. Service Readiness and Transition Plan
6. Project Schedule
7. Completed Proposer Response Forms A–L (included in the Proposer Response Forms Packet)

    - **Form A** - Proposer Information / Corporate Profile
    - **Form B** - Project Team and Technical Qualifications
    - **Form C** - Trouble Reporting and Support Procedures
    - **Form D** - References
    - **Form E** - Vendor Response Questionnaire
    - **Form F** - Financial Feasibility and Proposal Due Diligence Certification
    - **Form G** - Pricing Certification
    - **Form H** - Exceptions and Deviations
    - **Form I** - Addendum Receipt Confirmation
    - **Form J** - Non-Collusion Affidavit
    - **Form K** - Debarment and Suspension Certification
    - **Form L** - Proposal Certification and Acceptance of RFP Requirements
8. Pricing Workbook
9. E-Rate Eligible/Ineligible Cost Allocation, if not fully captured in the Pricing Workbook
10. Sample Contract
11. Other Supporting Documentation

The District reserves the right to request clarification or supporting documentation necessary to evaluate a Proposal. Failure to respond to such a request may result in rejection of the Proposal.

2.3.1 Cover Letter

The Cover Letter shall be signed by an authorized representative and confirm pricing validity, authorized negotiators/signatories, acceptance of RFP requirements except identified exceptions, and applicable business/licensing information.

2.3.2 Executive Summary

Summarize the Proposer, proposed service, diversity approach, implementation approach, major construction, Service-Ready Date, proposed contract term, and ability to perform the Contract.

2.3.3 Technical Response

Address the technical requirements of Section 1, including bandwidth, route diversity, provider network, upstream connectivity, handoff, BGP/addressing, SLA, monitoring, support, construction, and security options.

2.3.4 Implementation and Construction Plan

Describe engineering, route design, construction, permitting, make-ready, carrier coordination, site installation, testing, routing turn-up, acceptance, and cutover.

2.3.5 Service Readiness and Transition Plan

Describe how the Proposer will achieve a Service-Ready Date no later than July 1, 2027. If the permanent service cannot be ready, identify the proposed interim approach, earliest permanent date, dependencies, and all associated pricing.

2.3.6 Project Schedule

Provide a preliminary schedule from Contract execution through final acceptance and production cutover.

2.3.7 Corporate Profile and Qualifications

Provide company history, ownership, enterprise/K-12 Internet experience, regional network capabilities, construction capabilities, and relevant affiliate, subcontractor, wholesale carrier, and upstream-provider relationships.

2.3.8 Staffing and Project Team

Identify the Account Manager, Project Manager, Lead Engineer, and other material technical or construction personnel.

2.3.9 Trouble Reporting and Support Procedures

The Proposer shall describe its standard trouble-reporting, outage-response, escalation, maintenance, and restoration procedures.

2.3.10 References

Provide references for comparable enterprise or public-sector Internet services, preferably including high-bandwidth DIA and multi-carrier resiliency requirements.

2.3.11 Proposal Summary

Provide a concise summary of the proposed service and pricing. All mandatory service elements shall be reflected in the Pricing Workbook.

2.3.12 Proposal Due Diligence and Pricing Completeness

Before submitting a Proposal, the Proposer shall evaluate route, construction, carrier, permitting, site, financial, technical, and implementation conditions that may affect delivery. All material assumptions, exclusions, dependencies, and contingencies shall be disclosed.

The Proposer is responsible for identifying all material assumptions, contingencies, exclusions,

2.3.13 Pricing Certification

An authorized representative shall certify that the submitted pricing is sufficient to provide the proposed service and includes all reasonably identifiable costs necessary for complete performance.

2.3.14 Exceptions and Deviations

All exceptions, deviations, limitations, qualifications, or proposed alternatives shall be specifically identified in Form H. Undisclosed standard terms will not constitute an accepted exception.

2.3.15 Sample Contract

The Proposer shall provide its proposed service agreement or sample contract, including applicable service terms, Service Level Agreement, and standard terms and conditions.

The District reserves the right to negotiate final Contract terms.

The RFP, issued addenda, accepted Proposal, submitted pricing, and final executed Contract shall collectively define the Contractor's obligations. The final Contract shall establish the order of precedence in the event of conflict.

2.4 PRE-AWARD VALIDATION

Before final award, the District may require the highest-ranked Proposer to validate route diversity, construction, carrier dependencies, implementation schedule, technical assumptions, financial feasibility, and pricing. Supporting route diagrams, carrier letters, cost detail, or other documentation may be requested.

2.5 RIGHT TO COMPETITIVE SERVICES FROM OTHER PROVIDERS

Nothing in the resulting Contract shall prevent the District from obtaining other Internet, network, telecommunications, security, or related services from other providers.

2.6 RFP AND PROPOSAL AS PART OF THE CONTRACT

This RFP, all issued addenda, the successful Proposer's accepted Proposal, submitted pricing, and the final executed Contract shall collectively define the Contractor's obligations.

The final Contract shall establish the controlling order of precedence in the event of conflict among Contract documents.

2.7 PREVIOUS CONTRACTS WITH VENDOR

The District may consider prior performance under District or other public-sector contracts, including service quality, responsiveness, billing accuracy, project delivery, and contract compliance.

2.8 PRICE ESCALATION/DE-ESCALATION

The District prefers fixed and predictable pricing throughout the Contract term.

Any proposed price escalation shall be clearly identified in the Proposal and shall not take effect unless expressly authorized by the Contract.

No undisclosed or open-ended price increase will be permitted.

Any applicable price reduction or lower rate made available to the District under the Contract shall be passed through as provided in the Contract.

2.9 “LAST MILE” COSTS

All costs necessary to extend the proposed service to the District-approved demarcation point shall be included in the submitted Proposal, including construction, labor, materials, permitting, make-ready, building entrance work, fiber extension, provider equipment, testing, and documentation.

Any applicable public works or prevailing wage requirements shall be included in the proposed cost.

2.10 SUPPORT AND DOCUMENTATION FOR E-RATE REVIEW

Proposers shall distinguish E-Rate eligible and ineligible costs in the Pricing Workbook and provide additional supporting documentation reasonably requested by the District, its E-Rate consultant, USAC, or the FCC. For construction, the selected Contractor shall be prepared to provide route, endpoint, plant-mix, cost-per-foot, and construction-cost detail as applicable.

2.11 MOVES, ADDS, AND CHANGES

The Proposer shall describe the process, pricing, and standard lead times for bandwidth changes, demarcation changes, routing/BGP changes, optional feature changes, and relocation of the service to another District facility if requested. Such changes shall not automatically extend or restart the Contract term unless expressly agreed in writing.

SECTION 3 SELECTION CRITERIA

3.1 EVALUATION AND AWARD

Proposals will be evaluated in accordance with the criteria identified in this RFP. Consistent with E-Rate requirements, the cost of eligible products and services will be the most heavily weighted individual evaluation factor.

The District intends to select the Proposal determined to provide the best overall value while meeting the District's technical, operational, service-readiness, implementation, financial, and E-Rate requirements.

Award is subject to applicable District approval requirements, successful completion of any pre-award validation, Contract negotiations, and applicable E-Rate requirements.

3.1.1 Proposal Review

The District will first review Proposals for completeness and responsiveness to the requirements of this RFP.

The District may request clarification or additional supporting documentation where necessary to understand or evaluate a Proposal. Clarification shall not be used to materially change the Proposal's competitively submitted price, scope, or proposed solution.

The District may determine a Proposal to be non-responsive if it materially fails to address the requirements of this RFP.

3.1.2 Unbalanced or Incomplete Pricing

The District may reject or seek clarification of a Proposal when pricing is materially incomplete, inconsistent, or unbalanced in a manner that could create unreasonable financial or operational risk to the District.

The District may consider whether the Proposal includes all costs reasonably necessary to provide the proposed solution, including construction, interim service if proposed, underlying carrier services, implementation, and other requirements identified in this RFP.

3.1.3 Selection Committee

A selection committee consisting of District staff and, as appropriate, contracted advisors will evaluate responsive Proposals using the criteria established in this RFP.

The District may consult technical, financial, procurement, legal, and E-Rate advisors as necessary during the evaluation process.

Evaluation will be based on the Proposal as submitted, permitted clarifications, reference information, and any pre-award validation conducted in accordance with this RFP.

3.1.4 Evaluation Points Matrix

Each responsive Proposal will be evaluated using the following point system. The maximum possible score is 100 points.

Scoring Category	***Maximum Points***
Cost of the ELIGIBLE Products and Services	**40**
Cost of the INELIGIBLE Products and Services	**5**
Physical and Logical Diversity / Reliability	**25**
Technical Approach / SLA / Support	**15**
Experience, Financial Feasibility, and Implementation Capacity	**10**
References	**5**
MAXIMUM TOTAL SCORE	**100**

3.1.5 Scoring Considerations

In evaluating the categories above, the District may consider factors including:

- Completeness and responsiveness of the Proposal.
- Demonstrated understanding of District requirements.
- Feasibility and completeness of the proposed implementation and construction plan.
- Realism and completeness of the proposed schedule.
- Technical design, scalability, resiliency, SLA, monitoring, and support.
- Material dependencies involving permitting, utilities, make-ready, subcontractors, property access, or underlying carriers.
- Financial and operational capacity to perform the proposed solution.
- Pricing completeness and predictability throughout the proposed Contract term.
- Relevant experience and references.
- Exceptions or deviations from RFP requirements.

3.1.6 Interviews

The District may conduct interviews, oral presentations, or clarification meetings with one or more Proposers when useful to the evaluation process.

The purpose of these discussions will be to clarify the submitted Proposal and validate the Proposer's understanding and ability to perform.

Interviews or clarifications shall not be used to permit a Proposer to materially revise its competitively submitted pricing or proposed scope.

References may also be contacted as part of the evaluation.

3.1.7 Pre-Award Validation

Before final award, the District may conduct the pre-award validation described in Section 2.4 with the highest-ranked Proposer.

Successful completion of pre-award validation may be a condition of final award.

If the District determines that material assumptions, financial dependencies, construction conditions, underlying carrier arrangements, or other information cannot be satisfactorily validated, the District may discontinue negotiations with that Proposer and proceed as permitted by this RFP and applicable procurement requirements.

3.1.8 Notice of Intent to Award

The District will issue written notice of its intent to award the Contract in accordance with applicable District procurement procedures.

Final award and execution of a Contract remain subject to applicable protest procedures, District approval requirements, successful Contract negotiations, and E-Rate requirements.

3.1.9 Rejection of Proposals

The District reserves the right to reject any or all Proposals, reject a Proposal determined to be non-responsive, waive minor informalities or irregularities where permitted, request clarification, or cancel and reissue the solicitation when determined to be in the District's best interest and consistent with applicable procurement requirements.

3.1.10 Proposer Notification

Proposers will be notified of the District's award decision in accordance with District procurement procedures.

3.2 PROTEST PROCEDURES

A Proposer may protest a solicitation requirement, specification, evaluation, or proposed award in accordance with this section.

3.2.1 Protest of Solicitation or Specifications

A protest or request for change concerning the RFP requirements or specifications must be submitted in writing to the District Fiscal Services Department no later than ten (10) calendar days before the Proposal Due Date.

The protest shall identify the specific requirement being challenged, the basis for the protest, and the requested change or remedy.

3.2.2 Protest of Proposed Award

A Proposer adversely affected by the District's Notice of Intent to Award may submit a written protest within seven (7) calendar days following issuance of the Notice.

The protest shall identify the specific basis for the protest and provide supporting facts demonstrating the alleged error and its effect on the evaluation or proposed award.

3.2.3 District Decision

The District will review timely protests and may request additional information as necessary.

The District will issue a written decision regarding the protest. The decision shall constitute the District's final procurement determination unless otherwise provided by applicable law or District policy.

3.2.4 Effect on Procurement Schedule

The District may extend the Proposal Due Date, postpone Contract execution, or take other action when necessary to resolve a protest or comply with applicable procurement or E-Rate requirements.

Any change to this RFP or its schedule will be communicated by written addendum.

3.3 RESERVATIONS

The District reserves the right, consistent with applicable procurement and E-Rate requirements, to:

- Reject any or all Proposals.
- Waive minor informalities or irregularities.
- Request clarification or supporting information.
- Verify information contained in a Proposal.
- Contact references.
- Conduct interviews or pre-award validation.
- Negotiate permitted Contract terms with the selected Proposer.
- Cancel or reissue the RFP.
- Decline to award a Contract when determined to be in the District's best interest.

The District is not obligated to select the lowest-priced Proposal. Selection will be based on the evaluation criteria established in this RFP, with the cost of eligible products and services receiving the greatest weight.

SECTION 4 CONTRACT TERMS AND CONDITIONS

4.1 PREVAILING WAGES AND PUBLIC WORKS REQUIREMENTS

To the extent any construction, installation, alteration, repair, improvement, or other work performed under the Contract constitutes public work under Washington law, the Contractor and all subcontractors shall comply with all applicable Washington public-works and prevailing-wage requirements, including Chapters 39.04, 39.06, and 39.12 RCW.

The Contractor shall include in its Proposal all costs associated with compliance with applicable public-works and prevailing-wage requirements.

4.1.1 Prevailing Wage Requirements

Where prevailing wage requirements apply, the Contractor and all subcontractors shall pay laborers, workers, and mechanics not less than the applicable prevailing wage rates established by the Washington State Department of Labor and Industries.

The applicable prevailing wage rates shall be based on the requirements of Chapter 39.12 RCW and the applicable Washington State Department of Labor and Industries prevailing wage schedule.

The District will provide or identify the applicable prevailing wage information in accordance with Washington law.

The Contractor shall be responsible for ensuring that all subcontractors and lower-tier subcontractors comply with applicable prevailing wage requirements.

4.1.2 Intents, Affidavits, and Payroll Documentation

Where applicable, the Contractor and all subcontractors shall file and obtain approval of all required Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid and shall provide certified payroll records and other documentation required by Washington law or the Washington State Department of Labor and Industries.

Payment, final payment, and release of retainage may be conditioned upon receipt and approval of required public-works and prevailing-wage documentation.

4.1.3 Responsible Bidder and Subcontractor Requirements

To the extent the Contract or any portion of the Project constitutes public work, the Contractor shall satisfy all applicable mandatory bidder-responsibility requirements of RCW 39.04.350 before award of the applicable public-works work.

The Contractor shall verify that applicable subcontractors satisfy the subcontractor-responsibility requirements of RCW 39.06.020 and shall include the required responsibility criteria and verification requirements in all applicable public-works subcontracts.

4.1.4 Apprenticeship Utilization

To the extent the public-works portion of the Project is subject to RCW 39.04.320, the Contractor shall comply with all applicable apprenticeship-utilization requirements, including required apprentice labor-hour percentages, utilization plans, reporting, and other applicable requirements.

4.1.5 Contractor Responsibility

Compliance with applicable public-works, prevailing-wage, bidder-responsibility, subcontractor-responsibility, and apprenticeship requirements shall not relieve the Contractor of any other obligation under the Contract.

The Contractor shall promptly notify the District if it believes a proposed activity presents uncertainty regarding the applicability of Washington public-works or prevailing-wage requirements.

4.2 DURATION OF PROPOSALS

Each Proposal shall remain firm and irrevocable for ninety (90) days following the Proposal due date unless otherwise extended by mutual written agreement.

4.3 SERVICE AND COMPLETION OBLIGATIONS

The Contractor shall provide the complete contracted service, including all implementation, construction, testing, documentation, support, and operational requirements necessary for acceptance and ongoing performance.

Failure to complete the permanent solution by the required Service-Ready Date shall not relieve the Contractor of its Service-Ready Date and transition obligations..

4.4 LIQUIDATED DAMAGES

4.4.1 Schedule of Damages

If liquidated damages are included in the final Contract, the applicable amount, trigger, and cap will be stated in the Contract. The District may also rely on SLA service credits for operational outages or performance failures.

4.4.2 Reasonable Estimated Compensation

Any liquidated damages will be intended as reasonable estimated compensation for delay-related impacts and not as a penalty.

4.4.3 Excusable Delay

Excusable delay provisions shall apply only to circumstances meeting the Contract standard and shall not excuse failures caused by inadequate due diligence, financing, staffing, subcontractor management, or ordinary supply-chain conditions reasonably foreseeable at Proposal submission.

4.5 SUSPENSION OF WORK

The District may suspend work when necessary for safety, operations, procurement, funding, or other legitimate District purposes, subject to the final Contract.

4.6 APPLICABLE CONSTRUCTION AND TECHNICAL REQUIREMENTS

All construction, installation, materials, equipment, and services shall comply with the requirements of this RFP, applicable codes and standards, manufacturer requirements, permits, and applicable laws.

Where conflicts occur, the Contractor shall notify the District before proceeding with the affected work.

4.7 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and Washington State laws and regulations concerning nondiscrimination and equal employment opportunity.

The Contractor shall provide documentation of compliance when required by applicable law or reasonably requested by the District.

4.8 COST TO PREPARE PROPOSALS

All costs incurred in preparing, submitting, presenting, clarifying, or validating a Proposal are the sole responsibility of the Proposer.

The District shall not reimburse any Proposer for Proposal preparation or related costs.

4.9 HOLD HARMLESS/INDEMNIFICATION

4.9.1 District Responsibility

The District agrees to indemnify, defend, save and hold harmless the Contractor, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or

judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the District pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the Contractor retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the Contractor by an employee of the District or subcontractor or agent of the District, even if the District is thus otherwise immune from liability pursuant to the Workers' Compensation statute, Title 51 RCW.

4.9.2 Contractor Responsibility

The Contractor agrees to indemnify, defend, save and hold harmless the District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the Contractor pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the District, the District retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless shall include any claim made against the District by an employee of the Contractor or subcontractor or agent of the Contractor, even if the Contractor is thus otherwise immune from liability pursuant to the Workers' Compensation statute, Title 51 RCW.

4.9.3 Attorney's Fees and Costs

All parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

4.10 PAYMENT AND BILLING

The Contractor may invoice recurring service charges only after the applicable service has been accepted and authorized for production use by the District, unless otherwise expressly provided in the Contract.

The Contractor must submit an invoice to the address below or email at accounting@evergreenps.org following acceptance.

Evergreen School District 114
Attn: Accounting Department
P.O. Box 8910,
Vancouver, Washington 98668-8910

Invoices shall identify, as applicable:

- Contract and Purchase Order number.
- Service period.
- Site and circuit identifier.
- Monthly recurring charges.

- Approved non-recurring charges.
- E-Rate eligible and ineligible charges.
- Taxes, fees, or surcharges.
- Other supporting information reasonably required by the District.

The District shall not be responsible for charges inconsistent with the awarded pricing or not authorized in accordance with the Contract.

Final payment for construction or installation work may be withheld until required testing, documentation, as-built records, and applicable public works documentation have been received and accepted by the District.

4.11 E-RATE REQUIREMENTS

The Contractor shall comply with all applicable Federal Communications Commission (FCC) and Universal Service Administrative Company (USAC) E-Rate requirements associated with services provided under the Contract.

4.11.1 Service Provider Eligibility

The Contractor shall maintain a valid Service Provider Identification Number (SPIN) and all other registrations, certifications, and authorizations required to participate in the E-Rate program throughout the applicable Contract and funding periods.

The Contractor shall promptly notify the District of any change in its E-Rate eligibility, SPIN status, debarment status, ownership, or other circumstance that could affect the District's eligibility for E-Rate funding or the Contractor's ability to provide E-Rate-supported services.

4.11.2 E-Rate Documentation and Cooperation

The Contractor shall provide all documentation and cooperation reasonably required by the District or its E-Rate consultant for E-Rate application, review, funding, invoicing, audit, appeal, and record-retention purposes.

The Contractor shall cooperate with requests from the District, USAC, or FCC relating to:

- Service eligibility.
- Cost allocation.
- Pricing.
- Network design.
- Fiber routes and construction.
- Special construction.
- Service delivery.
- Service start dates.
- Invoicing.
- Contract terms.
- Equipment or facilities used to provide service.

- Other matters associated with E-Rate funding.

The Contractor shall provide requested information in sufficient detail and within the time reasonably required to allow the District to respond to E-Rate program deadlines and reviews.

4.11.3 Eligible and Ineligible Costs

The Contractor shall clearly identify E-Rate eligible, ineligible, and mixed-use charges and shall provide reasonable cost allocation where required by applicable E-Rate rules.

The Contractor shall provide sufficient pricing and supporting documentation to permit the District and its E-Rate consultant to substantiate all amounts included in an FCC Form 471 funding request.

4.11.4 Lowest Corresponding Price

The Contractor shall comply with all applicable FCC Lowest Corresponding Price requirements for E-Rate-supported services.

The Contractor shall not charge the District more than the lowest price that the Contractor charges similarly situated non-residential customers for similar services where the FCC's Lowest Corresponding Price requirements apply.

4.11.5 Supply Chain Compliance

The Contractor shall comply with all applicable FCC and USAC national-security and supply-chain requirements.

The Contractor shall not provide equipment or services for which E-Rate support is prohibited under applicable FCC rules and shall provide certifications or other documentation reasonably requested by the District to demonstrate compliance.

4.11.6 Competitive Bidding Integrity

The Contractor shall comply with applicable E-Rate competitive bidding requirements and shall not engage in conduct that compromises the fairness or openness of the District's competitive bidding process.

The Contractor shall promptly disclose to the District any actual or potential organizational, financial, or other conflict of interest that could materially affect the procurement or the District's E-Rate eligibility.

4.11.7 E-Rate Funding

The District's participation in the E-Rate program does not relieve the Contractor of any obligation under the Contract.

The Contractor shall cooperate with the District in addressing any USAC or FCC inquiry, funding review, funding reduction, audit, or other E-Rate matter relating to the services provided under the Contract.

4.12 ASSIGNMENT, SUBCONTRACTING, AND CHANGE OF CONTROL

Assignment, subcontracting, and change of control shall be subject to the final Contract. Use of subcontractors, affiliates, local-loop providers, or upstream carriers does not relieve the Contractor of responsibility for performance.

4.13 CONTRACTOR DEFAULT

Failure to perform material Contract obligations may constitute default and permit the District to exercise remedies stated in the Contract and applicable law.

4.14 TERMINATION FOR CAUSE

If the Contractor materially fails to perform its obligations, the District may provide written notice identifying the default and, where appropriate, provide a reasonable opportunity to cure.

If the Contractor fails to timely cure the default, or if the default is not reasonably curable without jeopardizing District operations, the District may terminate all or part of the Contract and pursue available remedies.

Termination shall not relieve the Contractor of obligations or liabilities arising before the effective termination date.

4.15 CONTRACTOR TERMINATION RESTRICTIONS

The Contractor shall not terminate, abandon, or materially reduce performance under the Contract solely because actual construction costs, operating costs, financing requirements, capital requirements, underlying carrier costs, or expected profitability differ from assumptions made in preparing the Proposal.

The Contractor shall not have a general right to terminate the Contract for convenience unless expressly agreed to by the District in the final Contract.

Any Contractor termination right shall be limited to circumstances expressly stated in the Contract and shall be subject to applicable notice, transition and service-readiness requirements..

4.16 FORCE MAJEURE AND EXCUSABLE DELAY

The Contractor shall promptly notify the District in writing of any event asserted to constitute an excusable delay and shall identify the anticipated impact, mitigation actions, and expected duration.

The Contractor shall use commercially reasonable efforts to mitigate the effect of any excusable delay.

The following shall not, by themselves, constitute excusable delay:

- Underestimated construction costs.
- Increased labor or material costs.
- Failure to obtain internal capital approval.
- Inability to obtain financing.
- Reduced expected profitability.
- Failure of a subcontractor or underlying carrier where reasonable alternatives are available.
- Conditions that reasonably could have been identified through appropriate due diligence before Proposal submission.

4.17 CHANGES TO CONTRACT

No modification, deviation, waiver, or change to the Contract shall be binding unless documented in writing and approved by an authorized District representative.

Direction or approval by District staff shall not by itself authorize additional compensation, modify pricing, or change Contract requirements unless approved through the Contract change process.

4.18 NON-INTERFERENCE WITH DISTRICT OPERATIONS

The Contractor shall perform work in a manner that minimizes disruption to District operations, instruction, staff, students, facilities, and network services.

The Contractor shall coordinate construction, service-impacting work, testing, and cutovers with the District in advance.

The Contractor shall perform service-impacting work, cutovers, and other activities at times approved by the District.

Any labor costs associated with work required outside normal business hours to complete the accepted implementation and cutover plan shall be included in the Contractor’s proposed pricing unless expressly identified otherwise in the Proposal and accepted by the District.

4.19 PERMITS, LICENSES, AND APPROVALS

The Contractor shall obtain and maintain all permits, licenses, rights-of-way, easements, pole attachments, utility approvals, inspections, and other authorizations required to perform its obligations, except where the Contract expressly assigns responsibility to the District.

All associated costs shall be included in the proposed pricing unless expressly identified otherwise and accepted by the District.

4.20 PROPERTY PROTECTION AND RESTORATION

The Contractor shall protect District and third-party property during performance of the work.

Any property damaged by the Contractor, its employees, subcontractors, or agents shall be promptly restored or replaced at the Contractor's expense.

4.21 WORKMANSHIP AND CLEANUP

All work shall be performed in a professional and workmanlike manner consistent with applicable industry standards.

The Contractor shall maintain orderly work areas and remove waste, debris, unused materials, and temporary facilities resulting from its work.

4.22 SPECIFICATIONS AND PLANS

All work performed under the Contract shall comply with the specifications, requirements, drawings, appendices, pricing documents, and other Contract documents incorporated into this RFP and the resulting Contract.

Any drawings, plans, routes, designs, schedules, or other technical documents submitted by the Contractor and accepted by the District shall become part of the applicable Project documentation.

The Contractor shall promptly notify the District of any conflict, inconsistency, or omission it identifies among the Contract documents before proceeding with affected work.

4.22.1 Changes to Specifications and Plans

Before Proposal submission, changes to the RFP, specifications, plans, or requirements will be issued only through written addendum by the District.

After Contract award, changes to approved specifications, plans, quantities, routes, design, scope, or other material requirements shall be made only through the written Contract change process.

The Contractor shall not rely upon oral direction or informal communication as authorization to change scope, pricing, schedule, or Contract requirements.

4.23 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract documents shall include, as applicable:

1. Final executed Contract and amendments.
2. District-issued addenda.
3. This RFP and its appendices.
4. Accepted portions of the Contractor's Proposal.

5. Accepted pricing documents.
6. Other documents expressly incorporated into the Contract.

The final Contract shall establish the controlling order of precedence in the event of conflict.

Vendor standard terms, tariffs, website terms, click-through terms, service guides, or other documents shall not modify or supersede the Contract unless expressly incorporated and accepted in writing by the District.

4.24 DELIVERY, IMPLEMENTATION, AND COMPLETION

The Contractor shall meet all agreed implementation, construction, transition, provisioning, testing, and Service-Ready dates.

No change to an agreed material milestone or Service-Ready Date shall be effective without written District approval.

Failure to meet a permanent implementation milestone shall not relieve the Contractor of its Service-Ready Date and transition obligations.

4.25 PURCHASE ORDERS

Purchase Orders issued under the Contract are administrative authorization for approved goods or services and shall be subject to the terms of the Contract.

A Purchase Order shall not independently modify Contract pricing, scope, responsibilities, or terms unless the modification is expressly approved in accordance with the Contract change process.

4.26 PERFORMANCE AND PAYMENT SECURITY

4.26.1 Public Works Bond Requirement

To the extent any work performed under the Contract constitutes public work subject to Chapter 39.08 RCW, the Contractor shall furnish all performance and payment bonds required by Washington law.

Unless an applicable statutory exception applies, the bond shall be in the amount required by law and shall secure faithful performance of the applicable public work and payment of laborers, subcontractors, material suppliers, and other obligations required by Chapter 39.08 RCW.

4.26.2 Bond Form and Surety

Any required bond shall be in a form acceptable to the District and shall be issued by a surety authorized to conduct business in the State of Washington.

The Contractor shall provide any required bond before beginning the applicable public-works portion of the Project and within the time specified by the District following Contract award.

4.26.3 Statutory Alternatives

Where a public-works contract or portion of the work qualifies for an alternative to bonding under applicable Washington law, the District may permit the applicable statutory alternative.

Any such alternative shall be subject to the requirements and limitations of applicable law and District approval.

4.26.4 Other Performance Security

For portions of the Contract not subject to statutory public-works bonding requirements, the District may require additional performance security when warranted by the scope, value, construction requirements, financial risk, or implementation risk of the proposed solution.

Acceptable additional security may include a parent-company guarantee, irrevocable letter of credit, or other form of security acceptable to the District.

The required form and amount, if any, shall be identified before Contract execution.

4.26.5 Public Works Retainage

To the extent any portion of the Contract constitutes a public improvement subject to Chapter 60.28 RCW, the District shall retain from amounts earned on the applicable public-work portion of the Contract the retainage required by Washington law.

Release of retainage shall be subject to applicable statutory requirements, including receipt and approval of required prevailing-wage documentation, resolution of claims, required releases or clearances, and other applicable public-works closeout requirements.

Where permitted by law, the Contractor may utilize an authorized statutory alternative to retained funds.

4.26.6 Continued Contractor Responsibility

Any bond, retainage, guarantee, letter of credit, or other performance security shall not limit or replace the Contractor's obligations under the Contract, including service readiness and transition, completion of project, correction of deficiencies, payment obligations, or liability arising from Contractor default.

4.27 INSURANCE

The Contractor, at its sole expense, shall obtain and maintain the insurance required by this section throughout the term of the Contract and for any additional period required by applicable law.

The Contractor shall be financially responsible for all deductibles, self-insured retentions, and self-insurance applicable to the required coverage.

4.27.1 Certificate of Insurance

The Contractor shall provide certificates of insurance acceptable to the District demonstrating compliance with the requirements of this section.

Required certificates shall be provided before commencement of work and no later than ten (10) business days following notification of award.

No work shall begin until the District has received and accepted the required insurance documentation.

The Contractor shall provide updated certificates upon renewal, replacement, or material modification of required coverage.

4.27.2 Minimum Coverage

The Contractor shall maintain insurance providing, at a minimum:

- Bodily injury liability: $2,000,000 per person
- Property damage liability: $2,000,000 per occurrence
- Workers' Compensation: Statutory coverage as required by Washington State law.

4.27.3 Additional Insured

The District, its elected and appointed officials, employees, and agents shall be named as additional insureds on applicable liability policies where commercially available and appropriate to the coverage.

Additional-insured status is not required for Workers' Compensation coverage.

4.27.4 Cancellation or Material Change

The Contractor shall ensure that the District receives notice, consistent with the applicable policy and law, of cancellation, expiration, termination, or material reduction of required coverage.

The Contractor shall promptly provide replacement evidence of coverage if any required policy is canceled, replaced, renewed, or materially changed.

4.27.5 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation coverage at statutory levels for all employees as required by applicable Washington State law.

The Contractor shall provide evidence of such coverage upon request by the District.

4.27.6 Subcontractors

The Contractor shall ensure that subcontractors performing work under the Contract maintain insurance appropriate to the work being performed and consistent with applicable Contract requirements.

The Contractor shall be responsible for verifying subcontractor insurance before the subcontractor begins work.

Use of a subcontractor shall not relieve the Contractor of responsibility for compliance with this section or any other Contract requirement.

4.27.7 Self-Insurance

The Contractor may self-insure only to the extent permitted by applicable Washington State law and acceptable to the District.

The District may require documentation sufficient to demonstrate the Contractor’s authority and financial ability to self-insure.

4.28 DEBARMENT AND SUSPENSION

The Proposer shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in applicable federal programs.

If the Proposer is unable to make the required certification, it shall provide a written explanation with its Proposal.

Any materially false certification may constitute grounds for rejection, termination, or other remedies available to the District.

4.29 SERVICE RELOCATION AND FACILITY CHANGES

If the District relocates the Administrative Service Center or otherwise requires relocation of the contracted Internet service during the Contract term, the parties shall work in good faith to relocate the service where technically feasible. The Contractor shall identify any applicable relocation charges, construction requirements, and lead times. Relocation shall not automatically restart or extend the Contract term unless expressly agreed in writing.

4.30 SEVERABILITY

If any provision of the Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent they can operate independently.

GENERAL INSTRUCTIONS TO PROPOSERS – FORM A

1. Proposal Submission

Proposals shall be submitted in accordance with the submission requirements, location, format, and deadline stated in this RFP. Any Proposal received after the specified Proposal due date and time may be rejected and will not be considered for award.

2. District Reservations

The Board of Directors and District expressly reserve the right, subject to applicable law and procurement requirements, to:

A. Reject any or all Proposals or portions thereof.
B. Reject Proposals that do not meet the requirements of this RFP.
C. Waive minor informalities or irregularities where permitted.
D. Request clarification or supporting documentation from a Proposer.
E. Verify information provided in a Proposal, including references, financial information, technical capabilities, construction assumptions, and implementation plans.
F. Conduct interviews, demonstrations, discussions, or pre-award validation as permitted by this RFP.
G. Cancel or reissue the solicitation when determined to be in the District's best interest.
H. Make an award to the responsible Proposer whose Proposal provides the best overall value to the District based upon the evaluation criteria stated in this RFP.

3. Proposal Format

Proposers shall use all required District forms, worksheets, certifications, and pricing documents and shall organize their Proposal in accordance with Section 2 of this RFP.

4. Authorized Signature

The Proposal Certification and other documents requiring signature shall be signed by an individual authorized to bind the Proposer to the pricing, representations, commitments, terms, and conditions contained in the Proposal.

5. Proposal Certification

A Proposal may be deemed nonresponsive if the required Proposal Certification is omitted, materially modified, or not properly executed.

6. Proposal Deadline

Proposers are solely responsible for ensuring that their complete Proposal is received by the District by the stated due date and time.

7. Pricing

Pricing shall be complete, clear, and consistent with the Pricing Workbook.

Pricing shall include, as applicable:

- Monthly recurring charges.
- Non-recurring charges.
- Engineering.
- Construction and special construction.
- Permitting and make-ready.
- Labor and materials.
- Equipment.
- Installation.
- Testing.
- Project management.
- Subcontractor costs.
- Underlying or wholesale carrier costs.
- Taxes, fees, and surcharges where applicable.
- Other costs necessary for complete performance.

Any discounts available to the District shall be reflected in the Proposal.

Pricing shall clearly distinguish E-Rate eligible, ineligible, and mixed-use costs as required by this RFP.

8. Pricing Errors or Inconsistencies

The District may request clarification of apparent mathematical, clerical, or pricing inconsistencies. Clarification shall not permit a Proposer to materially revise its competitive Proposal after the submission deadline.

9. Equivalent Products or Solutions

References in the RFP to a manufacturer, product, technology, standard, or service are intended to describe the required functionality, compatibility, quality, or performance unless expressly stated otherwise.

Where equivalent products or solutions are permitted, the Proposer shall provide sufficient information for the District to evaluate equivalency.

10. Alternate Solutions

A Proposer may submit more than one solution or Contract-term option only where permitted by this RFP. Each alternative shall be clearly identified, independently understandable, separately priced, and capable of evaluation on its own merits.

11. Addenda

Proposers are responsible for reviewing and acknowledging all District-issued addenda.

Only written addenda issued by the District may modify the requirements of this RFP before Proposal submission.

12. Questions and Clarifications

Questions concerning this RFP shall be submitted in accordance with the question procedures and deadlines stated in the RFP.

Proposers shall not rely upon oral representations or informal communications as modifications to the solicitation.

13. Proposal Costs

All costs associated with preparing, submitting, presenting, clarifying, or validating a Proposal shall be borne by the Proposer.

14. Due Diligence

Each Proposer is responsible for reviewing the RFP, evaluating the proposed scope, and identifying material assumptions, dependencies, exclusions, construction conditions, carrier requirements, permitting requirements, and other factors that could affect its ability to successfully perform the Contract.

15. Exceptions

Any exception to a requirement, term, condition, specification, or other provision of the RFP shall be expressly identified in the Proposal in the manner required by Section 2.

Failure to identify an exception may be considered acceptance of the applicable requirement.

16. E-Rate Requirements

Proposers shall comply with all applicable FCC and USAC E-Rate competitive bidding requirements and shall provide the information and documentation required by this RFP.

The selected Contractor shall maintain a valid Service Provider Identification Number (SPIN) and cooperate with the District and its E-Rate consultant throughout the application, review, invoicing, and audit processes.

17. No Guarantee of Award

Issuance of this RFP does not obligate the District to award a Contract or reimburse any Proposer for costs incurred in responding to the solicitation.

18. Contract Formation

No Proposal shall create a binding Contract merely by submission or selection.

Contractual obligations shall arise only upon completion of the District's required award and approval process and execution of the applicable Contract documents.

19. Proposal Incorporation

The successful Proposer's accepted Proposal, pricing, certifications, representations, and commitments may be incorporated into the resulting Contract.

20. Responsibility for Subcontractors and Third Parties

The use of subcontractors, affiliates, construction contractors, underlying carriers, wholesale carriers, or other third parties shall not relieve the successful Contractor of responsibility for complete performance of the Contract.

APPENDIX A - INTERNET SERVICE LOCATION

Item	Location/Address	Status
Service Termination	**Administrative Service Center** 13413 NE LEROY HAAGEN MEMORIAL DR, VANCOUVER, WA 98684	Required