HABERSHAM COUNTY BOARD OF EDUCATION
P.O. Box 70, Clarkesville, Georgia 30523
Ph: 706-754-2118

Patrick Franklin, Superintendent

The Habersham County Board of Education is accepting proposals for Category 2 E-Rate equipment and services, that include a firewall and other networking components to upgrade its internal network infrastructure. This project is contingent upon E-Rate funds and approval of local funds by the Habersham County Board of Education. All quoted prices should be valid until Sept. 30, 2028

RFP release date will be November 9, 2026. The RFP will be posted on the E-rate Productivity Center (EPC) portal along with the Form 470. We suggest that service providers "Follow" the Form 470 so that you are notified of any additional documentation that is associated with this Form 470.

Bids will be submitted via email to techproposals@habershamschools.com. Deadline for submittals will be December 9, 2026 @12:00pm at which time the Technology Coordinator will stop accepting bids.

Please address email bids as:
HCBOE ERATE NETWORK UPGRADE

Project Contact:
Jennifer Rider, Technology Coordinator
techproposals@habershamschools.com

Any inquiries must be received no later than November 18, 2026 @4:00pm. All inquiries about this bid must be sent to the project contact. Please submit all questions in writing via email. Questions and responses will be shared with all registered bidders. Answers will be posted in writing on November 20, 2026 @4:00pm.

The Habersham County Board of Education reserves the right to accept or reject any and all proposals and to waive technicalities.

HABERSHAM COUNTY BOARD of EDUCATION

HCBOE ERATE NETWORK UPGRADE

PART I – SCHEDULE OF EVENTS

Event	Timing
Release of RFP	November 9, 2026
Deadline for Questions	November 18, 2026 @4:00pm
Responses to Questions Posted	November 20, 2026 @4:00pm
RFP Submission Deadline	December 9, 2026 @12:00pm
Contract Awarded	January-February
Contract Start Date	April 1, 2027
Contract End date	September 30, 2028

PART II – INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

1.01 Bidding Documents include this RFP and Appendix B, and any Addenda issued prior to the receipt of bids.

1.02 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.

1.03 The Unit Price Bid is the sum stated in the Bid for which the bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

2.00 BIDDER REPRESENTATIVES

2.01 Each vendor by making its Bid represents that:

a. Vendor has read and understands the Bidding Documents and its Bid is made in accordance therewith.

b. Vendor has visited the site, has familiarized itself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.

c. No consideration will be given any claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.

d. The bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the "Scope of Work" without exceptions.

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.01 Vendors shall submit questions requesting clarification of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents before the deadline November 18, 2026 at 4:00 p.m. EST3.02 Responses to questions received will be responded to and posted as additional information on the E-rate Productivity Center (EPC) portal by **November 20, 2026 by 4:00 p.m. EST**

4.00 BID PROCEDURE

4.01 All bids will be emailed with the subject "HCBOE ERATE NETWORK UPGRADE" to techproposals@habershamschools.com. Deadline for submittals will be on **December 9, 2026 @12:00pm EST.**

4.02 Note: QTY of 1 copy of all bids shall be submitted in response to this RFP. Copies shall be signed by the person or persons legally authorized to bind the Vendor to a Contract. A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.

4.03 The Unit Price Bid Sum shall be expressed in U.S. dollars.

4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.

4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.

4.06 Bids shall be delivered to the email address designated in the Invitation to Bid no later than the hour and date established for deadline of acceptance of bids. After that time, no bids will be received, nor may they be withdrawn.

5.00 CONSIDERATION OF BIDS

5.01 It is the intent of the district to award this bid in its entirety to a single vendor. The applicant may choose to do all or part of the project upon E-rate funding notification.

5.02 Rejection of Bids: The Board shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete

or irregular. The district reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the district.

5.03 Late submittal, and late modifications received after the due date and time will not be considered. Modifications received after the due date will not be considered.

5.04 Acceptance of Bid (Award): It is the intent of the Board to award a Contract to the most cost-effective provider based on the Evaluation Criteria outlined in Section 5.05.

5.05 Evaluation Criteria

CRITERIA	POINTS
Cost of E-rate Eligible Goods and Services	35
Technical Merit / Availability - Proposal meets or exceeds all technical requirements - Ease of management - Compatibility with existing systems - Ease of interoperability with existing systems - Proof of product equivalency - Availability/Lead Time of products	30
Prior Experience - Similar projects and references - Experience with vendor Experience with proposed manufacturer product	20
Qualifications/Proximity - Financial stability - Personnel Technical Qualifications & Certifications - Bonded - Proximity of offices - Local representative available	10
Quality and Completeness of Proposal - Completed all bid requirements - Implementation Plan	5

5.06 Even after award of contracts, the district may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in whole or in part, is solely at the discretion of the district. Vendors wishing to bid do so solely at their own risk.

The district is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each vendor agrees to bear all of its own costs, fees, expenses, and losses, of all kind, should the district cancel the project.

6.00 INSURANCE

6.01 The WINNING BIDDER shall purchase and maintain, in a company acceptable to the BOARD, such insurance as will protect the WINNING BIDDER from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of the WINNING BIDDER'S employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than the WINNING BIDDER'S employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from any or all of which may arise out of or result from the WINNING BIDDERS operations under the Contract Documents, whether such operations be by the WINNING BIDDER or by a Sub-Contractor or anyone directly or indirectly employed by any of them or for who acts any of them may be legally liable. This insurance shall be written for not less than limits of liability specified below or required by law, whichever is greater. A statement is to be included on the Certificate of Insurance verifying that the BOARD will be notified by Certified Mail 15 days prior to termination of WINNING BIDDER'S insurance. Certificates for Worker's Compensation and General Liability Insurance will be required and submitted as part of the bid package.

a. Worker's Compensation – Statutory (for the State in which the work is to be performed and the State of domicile of the WINNING BIDDER).

b. Manufacturers' and WINNING BIDDER'S Liability, covering operations performed by or for the WINNING BIDDER, with limits of not less than: Bodily Injury – $500,000/$1,000,000. Property Damage - $500,000.

c. WINNING BIDDER Liability, covering liability of others assumed by the WINNING BIDDER elsewhere in the contract under "Hold Harmless" Agreements or similar assumptions of liability with limits as required in 6.01 2) above.

7.00 TERM AND ORDER INFORMATION

7.01 The district desires to enter into a contract with a vendor beginning installation of equipment on a date to be mutually determined. Per E-Rate rules, the earliest allowable date is April 1, 2027. The contract shall terminate on September 30, 2028. Extending the contract date to September 30, 2028 allows additional time if the vendor is unable to complete by end of the 2027 funding year which is September 30, 2028.

7.02 The district reserves the right to order quantities in any size lot or lots of quantities.

7.03 Pricing of equipment must remain firm for the term of the contract from April 1, 2027 through September 30, 2028. The WINNING BIDDER must make all attempts to complete installation by September 30, 2028.

7.04 In accordance with O.C.G.A. §36-91-21(c) (2), HCS reserves the right to discuss, negotiate, and request revisions of any proposal after submission prior to an award with proposers reasonably susceptible of being selected for the award of the RFP.

8.00 INVOICING

8.01 The WINNING BIDDER agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The district will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). Alternatively, should the district decide that it is in the best interest of the district to file a Form 472, the district will inform the Service Provider of its intent.

9.00 SAFETY

9.01 WINNING BIDDER shall be solely responsible for maintaining safety, at work site. WINNING BIDDER shall take all reasonable steps to ensure safety for both workers and visitors to the site.

10.00 PERFORMANCE REQUIREMENTS

10.01 The BOARD'S right to carry out the work:

a. If the WINNING BIDDER defaults or neglects to carry out the Work in accordance with the Contract and fails within a two (2) day period after receipt of written notice from the BOARD to commence and continue correction of such default or neglect with diligence and promptness, the BOARD may, without prejudice to other remedies the BOARD may have, correct such deficiencies. In such case an appropriate Change Order will be issued deducting from payments then or thereafter due the WINNING BIDDER the cost of correcting such deficiencies, including compensation for the BOARD'S additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the WINNING BIDDER are not sufficient to cover such amounts, the WINNING BIDDER will pay the difference to the BOARD.

11.00 TERMINATION BY THE BOARD FOR CAUSE:

11.01.1 The BOARD may terminate the Contract if the WINNING BIDDER:

a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment to perform in a timely manner as determined by the Board;

b. Fails to make payment to sub-contractors or suppliers for materials or labor in accordance with the respective agreements between the WINNING BIDDER and sub-contractors/suppliers;

c. Persistently disregards laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction; or

d. Otherwise is guilty of a substantial or material breach of sections 14.00, 15.00 or other provisions of the Contract.

11.01.2 When any of the above reasons exist, the BOARD may without prejudice to any other rights or remedies of the BOARD and after giving the WINNING BIDDER and the WINNING BIDDER'S surety, if any, two (2) days written notice, terminate employment of the WINNING BIDDER and may, subject to any prior rights of the surety:

a. Accept assignment of sub-contractors and supplies agreements, and

b. Finish the Work by whatever reasonable method the BOARD may deem expedient.

11.01.3 When the BOARD terminates the contract for one of the reasons stated in Subparagraph 11.01.1, the WINNING BIDDER will not be entitled to receive further payment until the work is finished.

11.01.4 If the unpaid balance of the Contract sum exceeds additional costs incurred while finishing the Work, including compensation for the BOARD's services and expenses made necessary thereby, such excess will be paid to the WINNING BIDDER. If such costs exceed the unpaid balance, the WINNING BIDDER will pay the difference to the BOARD. This obligation for payment will survive termination of the Contract.

12.00 PERSONNEL

12.01 It is mutually agreed that the WINNING BIDDER is an independent WINNING BIDDER and not an agent of the BOARD, and as such the WINNING BIDDER shall not be entitled to any BOARD employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.
12.02 Contractor Affidavit must comply with O.C.G.A. 13-10-91 (b) (1) E-Verify. Contractor Affidavit will be required and submitted as part of the bid package.

12.03 Service provider shall submit current certifications and qualifications demonstrating technical ability to install, test and maintain the proposed system and subsystems.

13.00 IDENTIFICATION

13.01 WINNING BIDDER personnel will carry identification at all times while on Habersham County School property. WINNING BIDDER personnel will show identification when asked by school employees, law enforcement officers, or security personnel.

14.00 OTHER LAWS AND REGULATIONS

14.01 The WINNING BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, statues and ordinance, regarding toxic, hazardous, and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. The WINNING BIDDER will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the Georgia Department of Human Resources, the United States Environmental Protection Agency, the Georgia Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued there under.

15.00 NON-DISCRIMINATION

15.01 The WINNING BIDDER will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, the WINNING BIDDER will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (p.L. 88352) and 1968 (P. L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination, Violation of the provision, after notice, shall be a material breach of this agreement and may result, at the BOARD'S option, in a termination or suspension of this agreement in whole or in part.

16.0 BID CONTENTS

16.01 Proposers must complete the provided itemized Excel spreadsheet Appendix B. Proposals must include all equipment, installation, shipping, delivery, taxes, and fees in the Excel spreadsheet. The Habersham County School District will not be liable for any costs not included in the Excel spreadsheet

a. Vendors are required to add any related components that might be missing from the list, or priced separately, but are required for the solution to be fully functional.

b. It is anticipated that the proposed solutions might require additional charges including, but not limited to, Georgia Universal Service Fund, Federal Universal Service Charges, and other eligible taxes. The Proposer is required to indicate whether the

proposed pricing includes all estimated taxes and fees. If the cost provided by the Proposer does not include the estimated taxes and fees, the Proposer must provide the expected percentage for these additional charges.

c. Vendors are required to provide the E-rate product eligibility (not Habersham County School District's E-Rate percentage) of each piece of equipment on the Excel spreadsheet. Additionally, vendors must identify any equipment costs that are not 100% eligible. If unsure, verify with the manufacturer before submitting the bid.

d. Vendors are requested to indicate if the licenses to be quoted fall under IC or BMIC by modifying the "Category" on Appendix B.

16.02 Overview of proposed system: provide high level overview of the capabilities of the proposed system and the value it brings to HCBOE. Provide a description of the brand and models of equipment included in the proposed system. Provide current manufacturer specifications of proposed equipment.

16.03 Implementation Plan: Include detailed implementation plan of how to implement a project of this size and scope without disrupting instructional time in classrooms if performed during school days including estimated timelines. HCBOE desires to bring up the new network one location at a time beginning with our eight elementary schools while leaving existing network operational at other locations.

16.04 Qualifications and Certifications of Provider: Description of vendor's experience installing, implementing, and supporting enterprise wired and wireless network systems. List any applicable industry certifications of staff or training provided to staff.

16.05 References: Minimum of 3 or more references of installations of enterprise networks within the United States. Include any references that have utilized USAC School and Libraries E-Rate program funding. List references, including:

a. Contact person
b. Dates of work
c. Mailing address
d. Telephone numbers and email contact information
e. A brief overview of the project

16.06 Warranty/Maintenance Information

a. Provide warranty information for all networking equipment, wireless access points, and warranty on installation labor. If lifetime warranty, specify how many years equipment is supported after declared end of life by manufacturer. Specify if warranty includes phone support, advance replacement, and other information. Specify options for extending required warranty and annual costs. As a reminder, E-Rate program rules allow a manufacturer's multi-year warranty for a period up to

three years that is provided as an integral part of an eligible component, without a separate identifiable cost, to be included in the cost of the component.

b. Specify any required annual licensing or maintenance fees needed to continue to use all products and software systems included in proposal.

16.07 Completed E-Rate Supplemental Terms & Conditions attached as Appendix A.

PART III - SCOPE OF WORK

1.0 PROJECT GOALS

1.01 The Habersham County Board of Education is seeking to upgrade its existing firewall as well as outdated network switches, access points, and uninterruptible power supplies. Existing two-post network racks as well as fiber patch cables will be re-used to establish connection. **A N**ext Gen Firewall with SFP+, SFP28, QSFP+, and QSFP28 ports are needed to be compatible for existing connections. Network switches with stacking capabilities are needed to update and replace outdated equipment.

1.02 Aruba Central, or equivalent centralized management system, will be used to manage the new networking equipment along with existing network hardware.

1.03 Habersham County Schools is requesting a limited amount of CAT6A cable to relocate critical network drops from small IDF closets in classrooms to established, main IDFs at South Habersham Middle and Cornelia Elementary Schools.

1.04 Proposals are to include the furnishing of all materials, equipment, software licensing, training, shipping costs, delivery, installation, drawings, taxes, fees, etc. and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract document. The district will not be liable for costs beyond those proposed herein.

1.05 Appendix B is attached separately as an Excel document. This document lists the quantities, categories, and equivalent makes and models of all equipment being requested on this project. Bidders are requested to return Appendix B in Excel format. Per Part II, Section 16.01a, vendors are required to add any related components that might be missing from the list, or priced separately, but are required for the solution to be fully functional.

2.00 SERVICE/EQUIPMENT REQUEST AND VENDOR TASKS

2.01 Network Equipment and Related Components:

a. Habersham County Schools is requesting pricing quotes for a quantity of 1 district-wide firewall. See Appendix B for functionally equivalent products that will establish a baseline for the product requested.

b. Habersham County Schools is requesting pricing quotes for a quantity of approximately 1 chassis, 23 network switches, and related components. See Appendix

B for functionally equivalent products that will establish a baseline for the product requested.

c. Habersham County Schools is requesting pricing quotes for CAT6A installation and related components to relocate network drops from small IDFs to main IDFs at South Habersham Middle and Cornelia Elementary Schools. See Appendix B for functionally equivalent products that will establish a baseline for the product requested.

d. Habersham County Schools is requesting pricing quotes for a quantity of approximately 60 uninterruptible power supplies. See Appendix B for functionally equivalent products that will establish a baseline for the product requested.

e. Habersham County Schools is requesting pricing quotes for a quantity of approximately 5 access points.

f. Habersham County schools is requesting a separate cost for equipment and professional services installation for this project.

g. Vendor shall remove all existing switches and return to a central location for storage and reuse.

h. Vendor shall install new out of the box, not refurbished or grey market access points or functionally equivalent product in place of each access point removed.

i. Vendor shall label each switch assembly to match the replaced units and provide a datasheet containing MAC address and serial number of mounted devices with floor plan locations

j. Vendor shall label each switch assembly with the E-rate Funding Request Number to be provided by Habersham County Schools.

k. Vendor will mount all new switches securely in the network racks provided.

l. Vendor will configure and enroll new switches and wireless access points in the Aruba Central, or equivalent, centralized management system.

m. Vendor shall provide a minimum of 5 years of licenses for the proposed centralized management system.

n. If vendor encounters any cabling issues during install, that vendor must make proper cable repairs to ensure access point is online and operational.

o. Habersham County Schools is also requesting some network/wireless equipment at E-rate ineligible locations. Vendors are asked to quote this as well but this equipment will not be included in the evaluation or final funding request.

3.0 TRADE NAMES AND ALTERNATIVES

3.01 Proposals are requested on products that are the functional equivalent, comparable to or better than the brands or items listed in this document. References to brand names, trade names, model numbers, or other descriptions are made to establish an approximate level of quality and functional capabilities and are not intended to exclude other products of similar capabilities. Specific names of products listed in this document are intended to convey the type of equipment sought.

3.02 Comparable products of other manufacturers will be considered if proof of comparability and compatibility is contained in their proposal. Vendors, if proposing other than specified, are to clearly identify the manufacturer and the model number and must provide written, complete justification as to how the product complies with all specifications outlined within this RFP and how the product integrates with existing devices as well as the complete list of manufacturers published specifications related to the requested products. It shall be the responsibility of the proposers to furnish descriptive literature with their proposal such that specifications, catalog pages, brochures or other data will provide an adequate basis for verifying the quality and functional capabilities of the product offered. Product literature should not be a substitute for a full description of how the product meets or exceeds the features outlined in this RFP.

3.03 The district reserves the right to be the sole determiner of functional equivalency and to select the proposal it believes to be in its best interest.

4.00 QUANTITIES

Stated in this document are approximate and final numbers and may change with final request. The district reserves the right to order quantities in any size lot or lots of quantities at the proposed cost.

5.0 BASIC MAINTENANCE OF INTERNAL CONNECTIONS

The district is not soliciting separate bids for Basic Maintenance of Internal Connections (BMIC). BMIC is only as applicable with the Internal Connections solution proposed meeting the RFP requirements.

APPENDIX A

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with Letter of Acceptance.

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

1. E-RATE CONTINGENCY

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

2. SERVICE PROVIDER REQUIREMENTS

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

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number).

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted.

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive.

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

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

g. Goods and services provided shall be clearly designated as “E-Rate Eligible”. Ineligible goods and services shall be clearly called out as 100% ineligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

h. Within two (2) weeks of award, the awarded Service Provider must provide the district a bill of materials using a completed USAC “Bulk Upload Template”, if applicable and requested by the district. Subsequent schedules of values and invoices for each site must match the Bulk Upload template or subsequent service substitutions.

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

j. The awarded Service Provider is required to send copies of all forms and invoices to the district prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the district placing the vendor on an “Invoice Check” with the USAC.

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP").

l. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

3. SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

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

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC’s Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

e. The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-Rate eligible goods and/or services requested in

this RFP shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). We amend our rules for Category Two non-recurring services to permit applicants to seek support for Category Two eligible equipment purchase on or after April 1, three months prior to the start of the funding year on July 1.

4. INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The district will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). Alternatively, should the district decide that it is in the best interest of the district to file a Form 472, the district will inform the Service Provider of its intent.

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

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

Signature: _____ Title: _____

Phone Number: _____ E-mail: _____

Service Provider Name: _____

Service Provider Identification Number ("SPIN"): _____

FCC Federal Registration Number (FRN): _____

APPENDIX B

Requested Equipment List attached separately.

Return with bid in Excel format