Huron Valley Schools
UNIVERSAL SERVICE FUND REQUEST FOR PROPOSALS
FY27 E-RATE (2027-2028)

I. INVITATION TO BID

Huron Valley Schools, hereby known as "District", will accept sealed Bid responses ("Bids") to this Request for Proposals (RFP) which comply with the Invitation To Bid, Universal Service Fund (USF) Conditions, General Conditions and Products and Services Specifications set forth below and submitted to the District at the following address:

Huron Valley Schools
Administration Building-Attn: Scott Endicott
2390 S. Milford Rd.
Highland, MI 48357

A. BID ACCEPTANCE

This RFP is not an offer to enter into a contract, but rather a solicitation for Bids. All Bids must be submitted in a sealed opaque envelope labeled "***FY27 USF Bid***" and "***January 13, 2027***". ***The bidder must also upload a complete electronic copy of their bid on the Triple R bidder portal no later than*** **2:00 PM, January 13, 2027.** ***The bidder must contact Jeremy Flores at jeremy@triple-r.us to request access into the bidder portal for bid submission.***

1. **No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered**.
2. The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.
3. No Bids will be considered after **2:00 PM January 13, 2027**
4. If the District is closed due to unforeseen circumstances on the bid opening date, Bids will still be opened using the bidder portal for all properly submitted bids uploaded to the bidder portal by **2:00 PM, January 13, 2027**. The district must receive the paper copy from the bidder within three days of the bid opening date or the bid is subject to rejection.

B. BID OPENING

All timely submitted Bids received by the District will be opened at the **Administration Building, 2390 S. Milford Rd., Highland, MI 48357** at **2:00 PM, January 13, 2027** for recommendation to the Board of Education at a future regularly scheduled meeting.

II. UNIVERSAL SERVICE FUND (USF) CONDITIONS

A. IDENTIFICATION NUMBER

The service provider's USF Service Provider Identification Number (SPIN) *must* be included in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

B. FUNDING REQUESTS (FY27 E-Rate)

The specified products and/or services are to be provided for FY27 (July 1, 2027-June 30, 2028) and must qualify for universal service discounts under the FY27 universal service support mechanism, E-Rate. No invoices will be DATED or PAID before July 1, 2027.

C. UNIVERSAL SERVICE DISCOUNTS

The service provider contract is conditional upon the District receiving universal service discounts under the FY27 universal service support mechanism, E-Rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

D. UNIVERSAL SERVICE DISCOUNT IMPLEMENTATION

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) *or* Service Provider Invoice (SPI).

E. ELIGIBLE PRODUCTS AND SERVICES

The USF eligible products and/or services identified on the USAC FY27 (2027-2028) Eligible Services List (ESL), which is incorporated herein by reference, must be identified separately from any and all "ineligible" products and/or services in the Bid.

F. LOWEST CORRESPONDING PRICE

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-Rate applicant for similar services. Service Providers cannot charge E-Rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

III. GENERAL CONDITIONS

A. RIGHTS OF ACCEPTANCE OR REJECTION

The District's Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

B. VARIANCE AND PRICE

Any variance from the specifications in section IV A, B, and C of this RFP must be fully explained in writing by the bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

C. MANUFACTURER(S) BRANDS/MODEL NUMBERS

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

D. MANUFACTURER(S) SUBSTITUTIONS

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services for any reason.

E. MANUFACTURER(S) DISCOUNTS

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor for the specified products and/or services. The selected vendor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

F. CLEAN-UP

The selected vendor must, at all times, keep the premises free from accumulations of waste materials caused by the work; and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor.

G. ROYALTIES AND PATENTS

The selected vendor must pay for all royalties, copyright, trademark, and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

H. ADDENDA

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum to the RFP URL identified on the FCC Form 470 and posted onto the web at the USAC EPC website. All bidders shall be responsible for checking the RFP URL for any addendum issued by the District. No verbal statements by the District will be considered binding or enforceable against the District. No requests for clarifications or modifications will be processed after December 10, 2026..

I. FEDERAL, STATE AND LOCAL TAXES

All products and/or services furnished by the selected vendor must comply with all applicable federal, state, and local codes, and regulations. All Bids must include, and the selected vendor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

J. QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any bidders on the basis of available information concerning the bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in section III.C above. The District may request any and all bidders to submit the following information before awarding the contract:

1. The bidder's performance record(s).
2. The address of the bidder's plant or permanent place of business and a description of the products and/or services requested.
3. An itemized list of the bidder's equipment, plant, and personnel.
4. The bidder's financial statement(s).
5. A description of any project which the bidder has completed in a satisfactory manner.
6. Any additional information that will satisfy the District that the bidder is adequately situated and able to fulfill the terms of the proposed contract.
7. A description of any other project(s) that will be performed simultaneously with the District's project(s).

K. NO DISCRIMINATION

The selected vendor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

L. PRODUCTS AND SERVICES SPECIFICATIONS

It is the intent of the specifications in section IV A, B, and C of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes, and distributes products and services to the school market.

M. VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases. The District reserves the right to increase or decrease quantities or modify the specifications. The selected vendor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

N. MAILING OF BIDS

All Bids must be mailed in an opaque, sealed envelope and clearly marked as indicated in the Invitation to Bid section I. above.

O. NOT ACCEPTED

No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

P. WITHDRAWAL OF BIDS
Upon presentation of proper identification, any bidder may withdraw his/her Bid at any time prior to the scheduled Bid opening date and time. After the opening of the Bids, no Bid can be withdrawn for a period of sixty (60) days.

Q. SIGNATURE PAGE
The signature page, section V., required in this RFP must be in longhand, in ink, by an authorized representative and submitted with the Bid. Bids in non-compliance with this request will be subject to rejection.

R. NOTICE OF AWARD
The contract(s) will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

S. GUARANTEE
The selected vendor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, one (1) year after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the one (1) year period must be corrected or replaced within thirty (30) days.

T. FAMILIAL DISCLOSURE
The Bid shall be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the bidder and/or any employee of the bidder and any member of the District's Board of Education and/or Superintendent. The Board of Education will not accept a Bid that does not include the sworn and notarized familial disclosure affidavit, section VI. Bids in non-compliance with this request are subject to rejection.

U. CANCELLATIONS
The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

V. NO SMOKING POLICY
The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All bidders shall comply with this no smoking policy.

W. IRAN LINKED BUSINESS AFFIDAVIT
The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors, and employees, is not an "Iran Linked Business" within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, section VII. Bids in non-compliance with this request are subject to rejection.

IV. PRODUCTS AND SERVICES SPECIFICATIONS

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor reliability, warranties, and familiarity with the scope of work and the facilities of the District. The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

A. TELECOMMUNCATIONS

1. Internet Access Service

The Huron Valley Schools is accepting Bids for Internet access service for (16) buildings. The Bid shall include Internet Access service for a 1Gbps connection with expansion in 1Gbps increments up to 3Gbps, as needed. The Bid must also include a pricing table with 1GPS to 3Gbps pricing in increments of 1Gbps with a provision for increasing speeds up to the 3Gbps during the terms of any subsequent agreement with the Bidder. The Bid must also include a description of how the Internet Access service is protected against Distributed Denial of Services (DDoS). This service is for the time period from July 1, 2027 through June 30, 2028. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid. Multiyear proposals will be accepted.

Direct any and all questions regarding **Section IV A** of this RFP to: **Scott Endicott, Director of Technology** at: **scott.endicott@hvs.org**

V. SIGNATURE PAGE

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the USF conditions, general conditions and product and services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

SUBMITTED BY:

Company Name: _____

Company Address: _____

City, State & Zip: _____

Telephone: _____

Fax: _____

Representative Name: _____

Title: _____

Signature: _____

Date: _____

VI. FAMILIAL DISCLOSURE AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to the familial disclosure requirement provided in the Huron Valley Schools Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder or any employee of the bidder, and any member of the Huron Valley Schools Board of Education and/or the Superintendent.

☐ **The following are the bidder's familial relationship(s) with the Huron Valley Schools:**

	Bidder/Employee	Name Related to:	Relationship
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages, if necessary, to disclose all familial relationships.)

☐ **There is no familial relationship that exists** between the bidder and/or any employee of the bidder and any member of the Huron Valley Schools Board of Education and/or the Superintendent.

Bidder:

_____
(Company Name)

By: _____
(Signature)

_____
(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____ County, _____ on this ___ day of _____, 20___.

_____ **SS:**
(Notary Public Signature)

My Commission expires: _____

Acting in the County of: _____

VII. IRAN LINKED BUSINESS AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the "Iran Linked Business" requirement provided in the Huron Valley Schools Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

☐ **There is not an "Iran Linked Business" that exists** within the bidder and/or owner, officers, directors, and employees.

Bidder: _____
(Company Name)

By: _____
(Signature)

_____
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

_____ County, on this _____day of _____, 20__,

_____ **SS:**
(Notary Public Signature)

My Commission expires: _____

Acting in the County of: _____