

NOTICE TO CONTRACTORS CALLING FOR BIDS
BID #24-IOTA02

NETWORK ELECTRONICS FOR IOTA COMMUNITY SCHOOLS

Bid Issue Date: Friday, September 27th, 2024

Bid Due Date: Wednesday, November 20th, 2024, at 2:00 PM CST

Notice is hereby given that the IOTA Community Schools (IOTA) will receive sealed bids for the project as stated above.

Firms and individuals desiring to bid must obtain bid packages from the IOTA website located at: <https://iotaschools.org/about/procurement>

Important Dates For BID #24-IOTA02

	Due Date
RFP Released	Friday, September 27 th , 2024
Last date for questions	Friday, October 11 th , 2024, at 2:00pm CST
Response to bidder questions	Tuesday, October 15 th , 2024
Final addendum (if any) issued	
Due Date of the RFP	Wednesday, November 20 th , 2024, at 2:00 PM CST

One award will result from BID #24-IOTA02 for IOTA Community Schools.

ITEM 1: Network Equipment BID #24-IOTA02 for IOTA Community Schools

Please refer to Appendix A for a brief description of services requested for IOTA. Vendors may substitute newer model equipment if available, but must indicate that it is a newer model of a requested piece equipment.

The contract awarded will be for the term of 36 months starting from July 1, 2025 and ending September 30th, 2028. IOTA Community Schools (IOTA) has the option to extend the term by two voluntary extensions of 12 months each, if required to September 30th, 2030.

A summary of requested equipment is available in the table below and in Appendix A:

IOTA Community Schools Summary			
Make	Model	Description	Quantity
Ubiquiti	EFG	Firewall	1
Ubiquiti	USW-Pro-Aggregation	Aggregation Switch	5
Ubiquiti	USW-Enterprise-48-POE	Layer 2 Access POE+ Switch	68
Ubiquiti	U7-Pro-Max	Wi-Fi 7 WAPs	280
APC	SMT3000RM2UC	UPS 2880VA	24

Notice on Network Equipment: If the Ubiquiti requirement cannot be met, a summary of alternative equipment is detailed in Appendix A, Item 2.

BID #24-IOTA02 NETWORK EQUIPMENT for IOTA Community Schools will be partially funded by E-rate Category Two funding and as such, all bidders must adhere to E-rate competitive bidding rules. IOTA anticipates future growth, both in sites, and in coverage, and requests all bids include provisions for modifying the contract to increase or decrease quantities or sites as IOTA's needs change. IOTA reserves the right to alter quantities based on available budget.

Each bid must be submitted in the form of one copy available electronically or via Google Drive or Dropbox with all of the files of the bid electronically. Vendors must submit all required documents to **IOTA Community Schools** on or before Wednesday, November 20th, 2024 at 2:00 PM CST. Electronic copies must be submitted to itservices@iotaschools.org.

Each bid shall be accompanied by license information and all documents and information required by the bid documents.

Each bid must include a valid SPIN (Service Provider Identification Number). The vendor is responsible for providing a FCC Registration Number (FRN).

IOTA reserves the right to reject any or all bids, and to accept or reject any items thereon. No bidder may withdraw his bid for a period of **NINETY (90) DAYS** after the date set for the opening of bids. Bids are subject to acceptance at any time within 90 days after bid opening.

IOTA reserves the right to reject any or all bids, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest bidder. The award of contract, if made by IOTA, will be to the qualified contractor whose bid best complies with all the requirements set forth in the bid documents and whose bid, in the opinion of IOTA while complying with all legal requirements, is in the best interest of IOTA, taking into consideration all aspects of the contractor's response, including the total net cost to IOTA.

IOTA may include other factors in addition to price for the evaluation of bids submitted for ITEM 1:

E-Rate Eligible Price	40%
Vendor Qualifications	20%
Experience with IOTA (formerly Green Dot Public Schools)	20%
Experience with E-rate	10%
Accuracy of Bid Response	10%

Questions:

Questions may be sent to itservices@iotaschools.org prior to Friday, October 11th, 2024, at 2:00 PM CST

VENDOR/CONTRACTOR SUBMISSION MINIMUM REQUIREMENTS

Vendor must submit their bids in a binder labeled with the following numerical tabs. Vendors must submit one (1) original and two (2) copies of their bids as well as a full copy of all submitted documents via Dropbox or Google Drive (shared with itservices@iotaschools.org), no later than Wednesday, November 20th, 2024 at 2:00 PM CST.

1. Vendor Introduction and Summary
2. Evidence of E-rate SPIN (Service Provider Identification Number)
3. All bidders must provide references of three completed projects of similar size and complexity in the last 5 years with bid – Include contact person’s name, company, address, email, and telephone number.
4. All Bidders must have a minimum of five years’ experience in the design, installation and configuration of data systems. Network Electronics bidder must have specific experience including Wireless Local Area Networks. Bidders to provide evidence of meeting this requirement.
5. All bidders should have at least one full-time certified Associate on-staff with the requisite installer certifications.
6. FOR ALL Network Equipment: Include complete bill of materials, including manufacturer make, model, quantity, unit price, extended price and sales tax. Items not eligible for E-rate discount must be submitted on a separate bill of materials.

INFORMATION FOR BIDDERS

1. **Preparation of Bid Form.** IOTA invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractors Calling for bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted sealed bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- **Signature.** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
- **Modifications.** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in IOTA's rejection of the bid as not being responsive to the invitation to bid. Only updated make and models of the requested equipment are permitted and must be specifically identified in the bid response. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.
- **Erasures.** The bid submitted must not contain any erasures, interlining, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid and Contract Documents.
- **Withdrawal of Bids.** Any bidder may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids.
- **Bidder Protest.**

Any bidder who submitted a bid to IOTA may file a protest provided that each and all of the following are complied with;

 - a. The protest is in writing;
 - b. The protest is filed and received by IOTA's Executive Director not more than three (3) calendar days following the date of IOTA selection of the apparent lowest responsible bidder;
 - c. The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by IOTA as invalid. Provided that a protest is filed in strict conformity with the foregoing, IOTA's Executive Director or

such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. IOTA's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to IOTA's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by IOTA shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, IOTA's intent to award the Contract, or IOTA's determination to reject all proposals.

- **Questions:** All questions are due in writing to itservices@iotaschools.org by Friday, October 11th, 2024, at 2:00pm CST and will be responded to in writing to all bidders by Tuesday, October 15th, 2024. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
- **Award of Contract.** IOTA reserves the right to reject any or all bids, or to waive any irregularities, informalities, discrepancy or technicality in any bids or in the bidding. If IOTA awards the bid, the award of the contract will be made according to law. **Award will be let for ITEM 1: Network Equipment BID #24-IOTA02 .**
- **Forfeiture for Failure to Execute Contract.** In the event the bidder to whom an award is made fails or refuses to execute the contract within **TEN** consecutive calendar days from the date of receiving notification, IOTA may declare the bidder's bid forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids.
- **Anti-Discrimination.** It is the policy of IOTA that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with the applicable Federal and Tennessee laws. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
- **Trade Names and Alternatives.** For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements: The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and he shall furnish all information necessary as required by IOTA. IOTA shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final. Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute

material will be made until the request for substitution is made in writing by the contractor, enclosed in the sealed bid packet, and accompanied by complete data as to the equality of the material or article proposed.

- **Laws to be Observed.** The Contractor shall keep himself fully informed of all existing and future State and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify IOTA and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to IOTA in writing.
- **E-rate Specific Provisions:** All bidders are required to abide by E-rate procurement rules. Bids submitted must adhere to the lowest corresponding price rules [defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular applicant. 47CFR Part 54, Section 54.500(f).]

Bids containing a mixture of eligible and ineligible components must clearly break out the costs of both. Only the eligible portion of the bid will be submitted to USAC for payment.

- Equipment delivery must be complete before invoicing can occur. IOTA prefers the SPI method of invoicing.

Within five (5) calendar days of notification of award (or a minimum of two (2) weeks prior to the closing of the 2024 Form 471 filing window), the winning vendor must submit an itemized item 21 using the official USAC template for the eligible services. Installation of equipment may start on April 1, 2025 but may not be invoiced until the start of services on July 1, 2025. IOTA requests that all invoicing be done using the Service Provider Invoice (SPI) Form 474 method. All invoicing must be completed within 120 days of the last date of service. In the event that the vendor misses that deadline, IOTA is only responsible for the applicant share of the cost of the equipment.

IOTA reserves the right to wait until E-rate funding notification is received to commence work, or can begin the project as defined. If the project is started before the funding commitment decision letter, and funding is later denied, IOTA is only responsible for the equipment or services delivered up to that point.

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 (a)(2).

Winning vendors may be subject to public disclosure laws and must retain all documentation

relating to the bid process, implementation, installation, and invoicing for 10 years from last date of service. For the purposes of this contract, all documentation must be retained until, at minimum, June 30, 2038.

Additional provisions may be located in the FCC Form 470 number **250000094**.

BID FORM AND DESIGNATION OF CONTRACTORS

TO: IOTA COMMUNITY SCHOOLS, acting by and through its Governing Board, herein called the "IOTA Community Schools":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required for 20-IOTA02 NETWORK ELECTRONICS ITEM 1: Network Equipment BID #24-IOTA02 all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. on file at the office of the Executive Director, 6000 Poplar Avenue, Suite 250, Memphis, Tennessee 38119, of said IOTA Community Schools for the sum of:

\$ _____

2. It is understood that IOTA reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to IOTA a contract in the form attached hereto in accordance with the bid as accepted and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in IOTA's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

3A. The project is to be completed within 36 months from July 1, 2025 or from start date of project, whatever is later. IOTA Community Schools has the option to extend the term by an additional two (2) 12 month period, not to exceed a TOTAL 60 month term for this contract, if required.

4. All notices or other correspondence should be addressed to the undersigned at the address stated below:

5. The names of all persons interested in the proposal as principals are as follows:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

6. Pursuant to Section 4552 of the Government Code, in submitting a bid to IOTA, the bidder offers and agrees that if the bid is accepted, it will assign to IOTA all rights, title and interest in and to all causes of action it may have under #4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service by the bidder for sale to IOTA pursuant to the bid. Such assignment shall be made and become effective at the time IOTA tenders final payment to the bidder.
7. No bid will be accepted without the firm name, signed by an authorized officer or employee. Bids must include the firm name, address, telephone number and date. The signature assumes all obligations must be fulfilled.

Date _____

Telephone Number _____

Fax Number _____

Company Name _____

Address _____

Federal Tax ID # _____

Authorized Signature _____ Printed Name _____

NON-COLLUSION AFFIDAVIT

State of Tennessee

County of _____

I, _____, being duly sworn, depose and say:

That I am the _____ (title) of the firm of

_____, the party making the foregoing proposal; and

That such proposal is genuine and not collusive or a sham; and

That said Offeror has not colluded, conspired or agreed, directly or indirectly with any other offeror or person, to put in a sham offer or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the offer price or affiant or any other offeror, or to fix any overhead, profit or cost element of said offer price, or that of any other offeror, or to secure any advantage against IOTA Community Schools or any person interested in the proposed contracts; and

That all statements in said proposal are true.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature: _____

My commission expires

Date: _____

Company Name: _____

Principal _____

Title: _____

Date: _____

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) 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 Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive 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 Agreement(s) and/or E-rate funding approval is approved, the Applicant 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 Applicant .

2) SERVICE PROVIDER REQUIREMENTS

The Applicant 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 rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2025.
- 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 Agreement and USAC-approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.
- h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at**
<https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values

and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

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 Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC:

<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:

<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See

<https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal 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). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at

USAC's Website:

<https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/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.

4) **STARTING SERVICES/ADVANCE INSTALLATION**

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#)), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) **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 FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. 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 Applicant will only be responsible for paying its non-discounted share.

6) **FCC/USAC AUDITS**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to

perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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: _____

Email: _____

Service Provider

Name: _____

Service Provider FCC Registration Number:

Service Provider Identification Number:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, in the County of _____, State of Tennessee, by and between IOTA COMMUNITY SCHOOLS, 6000 Poplar Avenue, Suite 250, Memphis, Tennessee 38119, hereinafter called IOTA, and

_____ hereinafter called the Contractor,

WITNESSETH that IOTA and the Contractor for the considerations stated herein agree as follows:

Article 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

BID #24-IOTA02 NETWORK ELECTRONICS

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to IOTA for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with IOTA office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

Article 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in IOTA's notice to proceed, as provided in Section A of the Supplementary General Conditions, and as specified therein, shall be completed within 36 months from July 1, 2025 or from start date of project, whatever is later. IOTA Community Schools has the option to extend the term by an additional two (2) 12 month period, not to exceed a TOTAL 60 month term for this contract, if required. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section B of the Supplementary General Conditions.

ARTICLE 3 - CONTRACT PRICE. IOTA shall pay to the contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of

_____ Dollars
(§ _____), said sum being the total amount of the following amounts stipulated in
the proposal:

Article 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless IOTA, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of IOTA, its officers, employees, agents or independent contractors who are directly employed by IOTA; and
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including IOTA, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school IOTA Community Schools property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against IOTA, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against IOTA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Article 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

Article 6 - COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids;
- Information for Bidders;
- Bid Form and Designation of Subcontractors;
- Non-Collusion Affidavit;
- Agreement;
- General Conditions and Supplementary General Conditions;
- Specifications; Addenda Nos. _____, _____, _____, _____ as issued;

Drawings.

All of the above named contract documents are intended to be complementary. Work required by one of the above named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

IOTA COMMUNITY SCHOOLS:

By _____

By _____
Executive Director

By _____

By _____
CFO

Dated _____

Dated _____

Federal Tax ID # _____

Spin # _____

GENERAL CONDITIONS

Article 12. IOTA COMMUNITY SCHOOLS RIGHT TO TERMINATE CONTRACT.

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of IOTA, or otherwise be guilty of a substantial violation of any provision of the contract, or if he or his subcontractors should violate any of the provisions of this contract, then IOTA may, without prejudice to any other right or remedy, serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished. In the event of any such termination, IOTA shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice of termination does not give IOTA written notice of its intention to take over and perform this contract, or does not commence performance thereof within thirty (30) days from date of serving such notice, IOTA may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to IOTA thereby. IOTA may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to the Contractor. If the expense shall exceed the unpaid balance, the Contractor shall pay the difference to IOTA Community Schools. Expense incurred by IOTA Community Schools as herein provided, and damage incurred through Contractor's default, shall be certified by the Architect.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to IOTA.

Article 14. NOTICE AND SERVICE THEREOF.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(a) If notice is given to GDPS, by personal delivery thereof to GDPS, or by depositing the same in United States mails, enclosed in a sealed envelope, addressed to GDPS, postage prepaid and certified.

(b) If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and certified.

(c) If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and certified

Article 19. LAWS AND REGULATIONS.

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify Architect in writing, and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to Architect, he shall bear all costs arising therefrom.

Article 20. PERMITS AND LICENSES.

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 23. EXCISE TAXES.

If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, IOTA, upon request, will execute a certificate of exemption which will certify (1) that IOTA is a political subdivision of the state for the purpose of such exemption; and (2) that the sale is for the exclusive use of IOTA. No excise tax for such materials shall be included in any bid price.

SUPPLEMENTARY GENERAL CONDITIONS

A. The work shall be completed 36 months from July 1, 2025 or from the start date of project, whatever is later. IOTA Community Schools has the option to extend the term by an additional two (2) 12 month period, not to exceed a TOTAL 60 month term for this contract, if required.

B. The agreed liquidated damages provision established in Article 6 of the General Conditions is Two Hundred and Fifty dollars per day (\$250.00).

C. The number of copies of specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is **three (3)**.

D. The number of executed copies of the Agreement, required is **four (4)**

E. The implementation of this bid is contingent on E-rate funding. IOTA Community Schools may or may not proceed with the project, even in the event E-rate funding is approved.

Execution of the project, in part or in whole, is solely at the discretion of IOTA Community Schools.

BID #24-IOTA02 NETWORK ELECTRONICS

BID FORM

Contractor proposes to furnish everything necessary for and incidental to the execution and completion of the work, in strict conformance with the specifications and drawings included in the spec packet, including all work specified in **Addenda Nos.** _____, _____, _____, dated _____, _____, _____

It is the intent of IOTA to award the project as up to one award:

1. ITEM 1: Network Equipment for #24-IOTA02 IOTA Schools

Each bidder is agreeing to be able to begin work July 1, 2025 or later and complete all work within 36 months from July 1, 2025 or from start date of project, whatever is later. IOTA Community Schools has the option to extend the term by an additional two (2) 12 month period, not to exceed a TOTAL 60 month term for this contract, if required. The projects are 100% contingent upon the approval of E-rate funding from the Universal Service Fund Schools and Libraries Program. IOTA Community Schools may or may not proceed with the project, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of IOTA Community Schools.

ITEM 1: Total Cost for all sites for Network Equipment per **BID #24-IOTA02** for IOTA Community Schools

per _____ Dollars
(\$ _____), including all applicable taxes, permits and licenses.

Break out costing for IOTA Community Schools’s purpose:

- | | |
|--|----------|
| 1. Network equipment (materials) | \$ _____ |
| 2. Shipping | \$ _____ |
| 3. Grand Total that matches Total Cost above | \$ _____ |

Your Company Name _____

Your Company’s Spin Number _____

Typed or Printed Name and Title _____

Authorized Signature _____

Appendix A: Brief Description of Services Required

Background Information: IOTA Community Schools is a charter management organization headquartered in Memphis, Tennessee. As of July 2024, IOTA enrolls roughly 1,900 students in its schools.

ITEM 1- Network Equipment for BID #24-IOTA02

IOTA Community Schools is transitioning to a full Ubiquiti enterprise network. A summary of the requested equipment is provided below. If this requirement cannot be met, a summary of alternative equipment is detailed in Item 2.

Quantities of the requested equipment in alternate Item 2 align with IOTA’s anticipated purchases for 2025-2028.

IOTA Community Schools Summary			
Make	Model	Description	Quantity
Ubiquiti	EFG	Firewall	1
Ubiquiti	USW-Pro-Aggregation	Aggregation Switch	5
Ubiquiti	USW-Enterprise-48-POE	Layer 2 Access POE+ Switch	68
Ubiquiti	U7-Pro-Max	Wi-Fi 7 WAPs	280
APC	SMT3000RM2UC	UPS 2880VA	24

Hillcrest High School			
Make	Model	Description	Quantity
Ubiquiti	USW-Pro-Aggregation	Aggregation Switch	5
Ubiquiti	USW-Enterprise-48-POE	Layer 2 Access POE+ Switch	68
Ubiquiti	U7-Pro-Max	Wi-Fi 7 WAPs	280
APC	SMT3000RM2UC	UPS 2880VA	24

Kirby Middle School			
Make	Model	Description	Quantity
Ubiquiti	USW-Pro-Aggregation	Aggregation Switch	1
Ubiquiti	USW-Enterprise-48-POE	Layer 2 Access POE+ Switch	18
Ubiquiti	U7-Pro-Max	Wi-Fi 7 WAPs	70
APC	SMT3000RM2UC	UPS 2880VA	4

Wooddale Middle School			
Make	Model	Description	Quantity
Ubiquiti	USW-Pro-Aggregation	Aggregation Switch	1
Ubiquiti	USW-Enterprise-48-POE	Layer 2 Access POE+ Switch	19
Ubiquiti	U7-Pro-Max	Wi-Fi 7 WAPs	70
APC	SMT3000RM2UC	UPS 2880VA	6

Bluff City High School			
Make	Model	Description	Quantity
Ubiquiti	EFG	Firewall	1
Ubiquiti	USW-Pro-Aggregation	Aggregation Switch	2
Ubiquiti	USW-Enterprise-48-POE	Layer 2 Access POE+ Switch	9
Ubiquiti	U7-Pro-Max	Wi-Fi 7 WAPs	70
APC	SMT3000RM2UC	UPS 2880VA	5

ITEM 2- Alternative Network Equipment for #24-IOTA02 IOTA Schools

IOTA Community Schools Summary			
Make	Model	Description	Quantity
Cisco	MX250	Firewall	1
Cisco	Secure Sd-wan Plus (3 Year)	Firewall License	1
Cisco	MS425-32	Layer 3 Aggregation Core Switch	4
Cisco	Enterprise License (3 Year)	Aggregation License	4
Cisco	MS130-24P	Layer 2 Access POE+ Switch	50
Cisco	Enterprise License (3 Year)	Switch License	50
APC	SMT3000RM2UC	UPS 2880VA	24