## **REQUEST FOR PROPOSALS**

## **AVOYELLES PARISH SCHOOL DISTRICT**

# AVOYELLES PARISH SCHOOL BOARD E-RATE RFP #2025-2026 LEASED LIT WAN AND INTERNET ACCESS

#### **EVENT CALENDAR**

DESCRIPTION	DATE AND TIME	PLACE and CONTACT
RELEASE RFP	August 22, 2024	EPS PORTAL, ADVERTISEMENT, 470
MANDATORY PRE-BID MEETING	September 11, 2024 10:00 a.m.	AVOYELLES PARISH SCHOOL BOARD 10:00 AM (CST)
INQUIRY OPENS	September 11, 2024 12:00 p.m.	Erate@avoyellespsb.com
INQUIRY CLOSES	September 25, 2024	Erate@avoyellespsb.com
PROPOSAL DUE	October 3, 2024 2:00 p.m.	AVOYELLES PARISH SCHOOL BOARD 2:00 PM (CST)

AVOYELLES PARISH SCHOOL BOARD reserves the right to reject all proposals and waive any clerical errors in any Bid Proposal Package, as in the interest of the AVOYELLES PARISH SCHOOL BOARD

# Leased Lit Fiber (WAN) And Internet Access

#### **NOTICE TO BIDDERS**

AVOYELLES PARISH SCHOOL BOARD, aka "DISTRICT," seeks proposals for leased lit fiber Wide Area Network connectivity.

The current network is a leased fiber WAN network, and there are 14 locations with 1 to 10 GIG connections. The district desires a fiber ring network to improve the network's resiliency.

Sealed proposals must be sent certified mail, UPS, Fed Ex, or hand-delivered to AVOYELLES PARISH SCHOOL DISTRICT.

Sealed proposals can also be delivered OR mailed to:

#### **AVOYELLES PARISH SCHOOL BOARD**

E-RATE RFP #2025-2026 LEASED LIT WAN WITH INTERNET ACCESS ATTENTION: Becky Spencer

221 Tunica Drive Marksville, LA 71351

**DEADLINE OCTOBER 3, 2024 2:00 PM (CST)** 

## AVOYELLES PARISH SCHOOL BOARD E-Rate Request for Proposals

#### TABLE OF CONTENTS

Α.	GENERAL TERMS AND CONDITIONS	4
В.	E-RATE SUPPLEMENTAL TERMS AND CONDITIONS	7
C.	SERVICE PROVIDER ACKNOWLEDGEMENTS	8
D.	STARTING SERVICES/ADVANCE INSTALLATION	9
E.	INVOICING	9
F.	PRICING AND FEES	10
G.	MANDATORY PRE-BID MEETING	11
Н.	CURRENT WAN SERVICES	11
l.	CURRENT INTERNET SERVICES	11
J.	GOALS FOR THE DISTRICT FIBER NETWORK	11
K.	LEASED LIT FIBER REQUIREMENTS AND SCOPE OF WORK	11
Ο.	INTERNET ACCESS REQUIREMENTS	14
Р.	CONTRACT TERMS Error! Bookmark not	defined.
R.	BASIS OF SELECTION	14
S.	RFP CONSIDERATIONS	15
T.	VENDOR REQUIREMENTS	16
U.	SUBMITTAL INFORMATION	16
V.	RESPONSE PACKAGE COVER SHEET	18
W.	NON-COLLUSION STATEMENT	19
Χ.	LIST OF ENTITIES AND CURRENT WAN BANDWIDTH	21
Υ	PRICING FORMS (WAN) 10 GIGS to 20 GIGS LEASED LIT FIBER WITH CONTRACT	22

## A. GENERAL TERMS AND CONDITIONS

TERMS	DEFINITION
ADDENDUM	A Document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSALS. All applicable Addendums will be uploaded to the E-Rate Portal (EPC).
ADMINISTRATIVE BID APPROVAL	The DISTRICT's final review by the administrative authority accepts or rejects a bid that complies or does not comply fully with the Request for Approval. In addition, bids may be disqualified for reasons outlined in the Request for Proposals.
AGREEMENT	A contract that has been agreed upon and signed by the DISTRICT. In some cases, the Agreement will be a letter of award, purchase order, or other legally binding Agreement defined by Title 39 RS 39:198.
ASSIGNMENT OF CONTRACT OR PURCHASE ORDER	The bidder(s) shall not assign or transfer by operation of law or otherwise any rights, burdens, duties, or obligations without the prior written consent of the DISTRICT. Assignments include corporate take-overs or mergers.
BEST AND FINAL OFFER (BAFO)	The DISTRICT reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for an award. If the BAFO process is undertaken, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. In addition, the BAFO negotiation may assist DISTRICT in comparing proposed solutions and obtaining the most cost-effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial assessment.
BID	The Vendor's response to the Request for Proposals is considered a bid.
CONFLICT OF INTEREST	A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award whereby one or more personal, business, or financial interests or relationships exist which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting on behalf of the DISTRICT.
CONTRACT AWARD	The acceptance of a Quote, Bid, Proposal, or Offer; a Purchase Order, Contract Agreement, or other formal notification of award issued by an authorized official of the DISTRICT. The term 'contract award' refers to the process of formally notifying the Vendor they have been selected as the supplier for a particular contract.

CONTRACT TERM	The length of time a Contract will be available for use by the DISTRICT. Voluntary extensions may be available as an option to extend the contract term. Individual annual extensions may be combined in the same year if a lower price is offered to exercise multiple extensions at one time. All contracts will begin on July 1 and end on June 30 unless stated in the Request for Proposals. The DISTRICT may revise the length of the Agreement before an award.
LEASED DRK FIBER	Leased Dark Fiber including Indefeasible Rights of Use (IRU): The E-rate applicant leases capacity (i.e., a specific number of fiber strands) on a provider-owned fiber network.
DEFAULT BY CONTRACTOR	The DISTRICT shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails to deliver services and prices as outlined in the proposal or fails or neglects to comply with the terms of the RFP, the DISTRICT may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, whether or not the contract is canceled in whole or in part. The DISTRICT may consider the second winner or readvertise all services in their entirety.
EQUIVALENT	An equivalent product must achieve the same result and functionality as the product or service requested in the RFP. Therefore, all equivalent goods and services will be considered that meet the definition.
INVOICES AND PAYMENTS	All vendors submitting proposals must agree to invoice the DISTRICT their monthly discount obligation portion and then send a Service Provider Invoice (SPI) to USAC for the eligible share unless otherwise stated in the RFP. Invoices must show both the Funding Request Number (FRN) for each service, the total monthly cost, the discount portion owed by DISTRICT, and the amount billed to USAC.
NOTICE OF INTENT AWARD	A formal, written document issued by an authorized official of the DISTRICT informing a Vendor that a Contract has been awarded to the Vendor based on its Solicitation Response. The finance committee, school board, and other authorizing bodies must approve the final Agreement in some cases.
MONTH TO MONTH SERVICE	A service that can be canceled with 30-days prior notice.
PRICE AND FEES	Prices should be typed and shown as instructed on the sample price form for each item, in quantity specified in the bid form. The DISTRICT is exempt from all state taxes and local taxes. The price should include any port charges and

LOWEST CORRESPONDING PRICE (LCP)	other items. All additional fees must be fully explained and listed on the sample pricing forms. If fees such as Federal Access Recovery fees are required, an estimate must be disclosed. NO FEES SHALL BE ADDED TO A MONTHLY BILL UNLESS INCLUDED IN THE RESPONSE.  Additionally, the DISTRICT requires ALL E-Rate ineligible fees to be listed separately (e.g., fees, monitoring, Admin). Corrections made before bid opening must be initialed in ink by the person signing the bid or bidder's authorized representative. Prices not listed in the bid response will not be considered for payment.  If during the contract period there should be a decrease in prices of the items bid (LCP), a corresponding reduction in costs on the balance of the services shall be made to the DISTRICT for as long as the lower prices are in effect At no time shall the rates charged the DISTRICT exceed the prices bid.
PROTEST OF A SOLICITATION OR AWARD	Any aggrieved person in connection with the solicitation or award of a contract shall protest to the DISTRICT. Protest concerning a solicitation must be submitted in writing at least two (2) days before the opening of bids. Protest concerning the contract award shall be submitted in writing within fourteen (14) days after the contract award.
QUANTITY AND QUALITY OF MATERIALS OR SERVICES	The successful bidder(s) shall furnish and deliver the services or products designated in the bid. All services or products provided under a contract shall meet bid specifications and conditions in the RFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement.
TERMINATION OF AGREEMENT OR SERVICES	The DISTRICT may terminate agreements or services upon giving thirty days advance written notice of intent to terminate the contract for a good cause. (e. g., failure to deliver services, closure or merger of a site, failure to comply with the conditions and specifications within the RFP).
ENTITY TYPES	The E-Rate Program identifies eligible locations by entity classifications. The classifications are SCHOOLS, ANNEXES, and NON-INSTRUCTIONAL FACILITIES (NIFS). The Department of Education must recognize an E-Rate eligible SCHOOL as meeting the statutory definition of an elementary and or/secondary school. An ANNEX is considered a second campus to an eligible school (e.g., alternative schools, career education centers). A NON-INSTRUCTIONAL FACILITY (NIF) is a building without classrooms that meets the E-Rate definition as having an "educational purpose" to support the schools (e.g., school board office, data centers, food service office)

#### B. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

- The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country can access discounts on E-Rate eligible data transmission of products and services. The program is commonly known as the E-Rate Program.
- 2. The eligibility for discounts on eligible services 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 the Act established. The discount amount is based on the number of students receiving free and reduced-price meals or verified Community Eligibility Provision (CEP) data.
- 3. All service providers are required to retain receipt and delivery records relating to pre-bidding, bidding, contracts, the application process, invoices, provision of services, communications concerning this RFP, and other matters relating to the administration of Universal Service for at least ten years after the last day of services.
- **4.** For example, if a service provider provides recurring Internet access to the DISTRICT from Funding Years 2022 -2027, the provider must <u>retain all records</u> on this transaction for 15 years (10 + 5 years).
- 5. The current document retention requirement became effective upon announcement in the Federal Register on November 20, 2014. The suggested list of documents to be retained can be found in paragraphs 45-50 in the FCC's 5th Report and Order (FCC 04-190).
- **6.** Service or product substitutions must meet the following conditions as specified in the Federal Communications Commission (FCC) rules:
- a. The substituted services or products have the same functionality as the services or products contained in the original proposal.
- b. The substitution does not violate any contract provisions or any state or local procurement laws.

- c. The substitution does not increase the percentage of ineligible services or functions.
- d. The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFPs), for the original products and services.

#### C. SERVICE PROVIDER ACKNOWLEDGEMENTS

- **7.** The Service Provider acknowledges that no change in the products and services specified in this document will be allowed without prior written approval from the DISTRICT.
- **8.** If the Vendor changes a Service Provider Identification Number (SPIN), the DISTRICT must be notified in writing before filing Form 471.
- 9. The Vendor understands any company submitting a bid MUST be registered with the Louisiana Public Service Commission as an ILEC or CLEC. Please visit: http://www.lpsc.louisiana.gov/UtilitySearch.aspx to verify the registration.
- 10. The Service Provider acknowledges pricing submitted in the proposal is the lowest corresponding price (LCP) according to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the DISTRICT being charged more than the lowest corresponding price. The geographical area will be defined as the Vendor's footprint within the State of Louisiana unless otherwise explained in the response. Vendors not submitting the LCP in response to this RFP may be disqualified from bidding.
- 11. 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 DISTRICT from paying its proportionate share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the DISTRICT, USAC, or the FCC request information.
- 12. The Service Provider agrees to file the Annual Service Provider Certification (SPAC) required by the E-rate program, thus, agreeing to abide by all E-Rate program rules as codified by the Federal Communications Commission (FCC).
- **13.** The Service provider acknowledges the DISTRICT may terminate agreements or services upon giving thirty days advance written notice of intent to terminate the

- contract for a good cause. (e. g., failure to deliver services, closure or merger of a site, failure to comply with the conditions and specifications within the RFP).
- **14.** The DISTRICT will only consider a fixed rate agreement. Variable or rates that change over the term of the Agreement will not be considered.
- **15.** The DISTRICT requires all vendors bidding on this project to be registered as an ILEC or CLEC in the State of Louisiana Public Service Commission.
- **16.** All agreements must provide legal protection to the DISTRICT if the winning bidder is involved in a bankruptcy. Legal protection must comply with Louisiana State Law.

#### D. STARTING SERVICES/ADVANCE INSTALLATION

- 17. The annual E-Rate Funding Year typically begins on July 1 and expires on June 30 of each calendar year. Therefore, the goods and services requested in this RFP shall be delivered no earlier than the start date of July 1, 2025.
- 18. Leased Lit Fiber Services shall begin on July 1, 2025. The service provider may need to undertake some construction and installation work before the beginning of that funding year. Preliminary work can begin as early as April 2025. If services start on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.
- 19. However, "if an applicant cannot meet the June 30 deadline to complete special construction and light new fiber because construction was unavoidably delayed due to weather or other reasons, the applicant will request a one-year extension to complete special construction and light the fiber. If the construction is delayed, DISTRICT will request an extension by filing an FCC Form 500 through the E-rate Productivity Center (EPC).
- **20.** The DISTRICT will only consider a fixed rate agreement. Variable or rates that change over the term of the Agreement will not be considered.

#### E. INVOICING

21. The Service Provider agrees to bill and receives 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's E-Rate Discount was 90% for

- 2024-2025. No change in the discount is anticipated for 2025-2026.
- 22. 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). The maximum percentage the DISTRICT will be liable for is the pre-discount amount minus the funded amount, as shown on the FCC Form 471. Any identified ineligible costs will not be included in the funding request. The DISTRICT reserves the option to file Form 472 if it is the most cost-effective and best choice.
- 23. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the DISTRICT shall pay only the discounted amount beginning with the first billing cycle.

#### F. PRICING AND FEES

- 24. The DISTRICT is applying for Lit Leased WAN services and Internet Access.
- **25.** Vendors must include or disclose <u>ALL FEES IN THE RESPONSE</u>. Vendors should estimate fees if the structure varies.
- **26.** The DISTRICT will consider special construction costs for Lit Services.
- 27. All pricing for Lit Leased WAN and Internet Access must appear in the format of the sample pricing forms on Pages 30-31. Vendors may add pages and make minor changes. Consistency in the forms makes it easier for the scoring committee to compare costs. Vendors may offer various options but should use separate sample forms for each option.
- **28.** All pricing must comply with LCP rules (See Page 10)
- **29.** If the most cost-effective option includes special construction for Lit, the Vendor must agree to amortize the discount payments over a 4-year term, and the terms MUST be explained in the response.
- 30. Vendors proposing a one-time fee(s) must include a detailed explanation and breakdown of the fee in the response. Construction cannot be included in the one-time fee. A one-time fee(s) may consist of design and engineering, initial configuration, and project management. Please refer to the eligible services list for more details.

#### G. MANDATORY PRE-BID MEETING

- **31.** All Proposers must participate in the Pre-Bid Meeting on September 11th, at 10:00 am (CST) at the Avoyelles Parish School Board.
- **32.** The meeting will open at 9:45 PM. At 10:00 AM, any participant attempting to join the meeting will not be admitted. This meeting is mandatory, and vendors not attending the meeting are disqualified from bidding on this project.

#### H. CURRENT WAN SERVICES

**33.** Currently, the service provider is Conterra. Conterra provides 10 GIG WAN connectivity to 14 sites, including the primary data center.

#### I. CURRENT INTERNET SERVICES

34. Conterra is the current service provider for Internet Access. The company provides 10 GIGS of Internet Access, and the demarcation point is located at the AVOYELLES Parish School Board Office (See Page 29).

#### J. GOALS FOR THE DISTRICT FIBER NETWORK

a. Provide staff, students, and other stakeholders access to a fully operational fiber network by July 1, 2025.

#### K. LEASED LIT FIBER REQUIREMENTS AND SCOPE OF WORK

- **35.** The District desires a cost-effective fiber ring network. Vendors are urged to offer solutions to create a high-speed fiber network with improved resiliency but without redundancy. There are various designs for a fiber ring, and vendors may submit more than one option. The District is relying on vendors to provide cost-effective options that do not violate any E-rate rules.
- **36.** The DISTRICT is requesting pricing for 10-20 GIG WAN PTP and resilient options.
- **37.** The DISTRICT will consider a 48-month contract with two one-year extensions.
- 38. If "special construction" is the most viable option, the DISTRICT would like to consider the four-year option of paying ¼ of the DISTRICT's E-Rate share annually. All proposals and any resulting contract must fully explain any interest rates or additional charges related to the applicant's discount amortization schedule.

- 39. Vendors MUST include detailed maps and drawings of the fiber route(s) being constructed and the cost breakdown if special construction costs for Lit Fiber are included in a proposal. Vendors must complete the Forms on Page 33-34 when proposing a solution with special construction costs. Vendors offering special construction and not including this information may be disqualified from bidding on this project. Please only list the sites where special construction is proposed for Lit Fiber (and Dark Fiber) services.
- **40.** The DISTRICT desires a Layer 3 Ethernet protocol over fiber to the DISTRICT's data centers.
- **41.** The Vendor shall deliver the requested CIR at total bandwidth at each school directly to the DISTRICT Data Centers on a full availability basis, 24/7. A clear proposed network diagram of each solution must be included in the response. The DISTRICT is requesting a "Real-Time Network" whereby users have Access to dedicated bandwidth around the clock.
- **42.** Depending on the solution, the service handoff shall terminate with a fiber-compatible connector with GBIC connectors. The precise site location of the MPOE or DEMARC, or "handoff point," shall be determined by the DISTRICT's Network and Engineering staff.
- 43. The DISTRICT will need to be able to differentiate between the various campuses in terms of traffic flow. The Vendor is directed to describe in detail how this will work in their proposal. If a fiber ring solution is proposed, please explain how the traffic flow at each site will be differentiated between the two data centers and schools.
- **44.** The Vendor shall specify that the network is a fiber, managed solution with dedicated bandwidth to the DISTRICT. The Vendor will provide all necessary E-Rate eligible hardware and interfaces accordingly. The make and model of all vendor equipment being proposed must be disclosed in the proposal.
- **45.** As part of the proposal, the Vendor will disclose the space requirements for installed equipment at sites and the DISTRICT Data Centers.

- 46. Network outage resolution should be coordinated with the DISTRICT's IT Director. The DISTRICT expects 99.9% uptime of the network. If the performance continually falls below 99.9%, the DISTRICT requires the Vendor to repair the issue immediately. If, after 30-days, the problems persist, the DISTRICT can opt to provide a 30-day notice of termination of the Agreement for non-performance.
- 47. The Vendor must provide easy access to the help desk and repair services. A documented procedure must be defined for severe problem escalation with appropriate response times explained in the proposal. The Vendor will provide critical alerts to the DISTRICT's Technical Contacts via email and notification of service outages via telephone to the DISTRICT's Technical Contacts and the status and the estimated time of restoral (ETR). This alert service will be maintained for the duration of the Month-To-Month Agreement or contract. In an emergency, the DISTRICT will require a 24-hour telephone contact to report a critical outage.
- 48. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, multicasting, teleconferencing, etc. Jitter and latency shall be within industry standards as "real-time." The WAN must support QoS transmission ("Quality of Service") tags implemented by the DISTRICT between endpoints. Vendors must include the data rates and explain their proposed solutions clearly.
- **49.** The Vendor must guarantee network availability at least 99.5% of the time in a calendar month and packet delivery of 99.5% or more significant, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other unforeseeable circumstances.
- **50.** The Class of Service (CoS) must be the highest real-time priority available. The District will only consider proposals offering latency (one way) of 5 ms or less, jitter of less than 3 ms, and packet loss of 99.995% or less.

L.

#### M.INTERNET ACCESS REQUIREMENTS

**51.** The DISTRICT requests pricing for 10 to 20 GIGS of fiber Internet Access for the Primary Data Center located at the school board office(See Page 32).

#### N. BASIS OF SELECTION

- 52. Except for the cost of ineligible services described in Item Q, no commitment will be made to select a vendor's system(s) solely based on cost; however, the price is awarded more points than other factors. Selection will be made on a combination of factors. E-rate requires the DISTRICT to compare the overall cost of leased lit fiber to the cost of leased dark fiber. The DISTRICT will compare the cost over 10-years.
- 53. The DISTRICT is requesting information within the proposal to help the scoring committee understand the Vendor's experience and references, implementation Plan, Price, and other customer satisfaction areas, and conformance to the specifications in this Request for Proposal.
- **54.** All proposals submitted by vendors will undergo an administrative review after the public bid opening. The purpose of the Administrative Review is to make sure each proposal contains the information required by the Request for Proposals.
- **55.** Responses will be evaluated according to the weighting criteria, as outlined in the table below.
- **56.** The DISTRICT reserves the right to include a Round 1 and Round 2 scoring of proposals. The same scoring criteria below will be used during this process. In addition, the top Vendor (s) in the Round 2 evaluation will proceed to an additional level of due diligence, including a BAFO process, if applicable.
- **57.** The committee will formulate a recommendation to the AVOYELLES PARISH SCHOOL BOARD Superintendent and School Board.
- **58.** The process that the DISTRICT will use in selecting the Vendor to perform services outlined in the Request for Proposals will be as follows:

**59.** The factors that the DISTRICT will use in evaluating Vendor proposals and selecting the winning Vendor to perform services outlined in this RFP will be as follows:

No.	Factor	Total Points	
	. 4000	Available	
1	Cost of eligible products and services	30	
2	Design and Technical Bid Submittal	25	
3	Support Staff within 60 miles of school district	20	
4	Experiences of Technical Support and Technicians staff	5	
5	References and Experience (Prior Experience may be considered)	20	

#### O. RFP CONSIDERATIONS

- 60. General Failure to obtain the RFP following prescribed procedures or receiving the RFP with insufficient time to respond adequately will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification.
- 61. Addenda If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be posted in the EPC portal and to the electronic bidding site. No oral statements by any DISTRICT employee shall constitute a change or addendum to the RFP, the Project documents, or any project requirement.
- 62. Disposition of Response All materials submitted in response to the request will become the DISTRICT property and be returned only at the DISTRICT's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record. However, proposals submitted with the information marked as "confidential or proprietary" will not be made public until such time that the Vendor redacts the "confidential or proprietary" information.
- **63. Proprietary Information** In the State of Louisiana, pricing is not considered "confidential or proprietary" and cannot be redacted from the proposal.
- **64. E-Rate Participation**-The successful Vendor must participate in the E-Rate program,

meet all E-Rate billing requirements, and be eligible to receive reimbursement from the School and Libraries Division (E-Rate) for the DISTRICT's E-Rate funding commitment. The Vendor(s) awarded a contract will be required to utilize FCC Form 474 (Service Provider Invoice).

**65. Pricing-**All pricing submitted shall be Vendor honored for 120 calendar days from the proposal due date.

#### P. VENDOR REQUIREMENTS

- 66. All Vendors bidding on this project MUST be registered with the Louisiana Public Services Commission as a CLEC or ILEC. There are no exceptions to this requirement.
- 67. Vendors MUST have a valid SPIN and SPAC on file with USAC.
- **68.** Vendors must submit at least five references of which three must be school districts of similar size in Louisiana. This information will help to demonstrate the ability to deploy the services being offered.

#### Q. SUBMITTAL INFORMATION

- 69. Submittal Each Vendor submitting a proposal via mail, hand-delivery, or carrier service shall submit an original proposal plus four copies and one electronic copy of the proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. Responses shall be on 8-1/2" x 11" paper, and the electronic copy must be in PDF format saved to a non-returnable USB drive.
- 70. Cover Page and Forms-The proposal must include the cover sheet on Page 27 and a completed non-collusion form on Page 28. The Cover Page (See Page 26) and the Non-Collusion Form (Page 28) MUST appear in the Beginning Section of the Proposal, and all other forms MUST appear in the last section of the proposal. In addition, if special construction is proposed, Pages 33-34. must be completed and included. Omitting any required forms may be a disqualifying factor.
- 71. Table of Contents-A table of Contents is required for each proposal.
- **72. Contents**-Vendors should take this opportunity to present a well-organized proposal to address all specifications in the RFP. Clear Maps and Diagrams MUST

- be labeled and easy to read and understand. All pages MUST include in the header or footer the name of the company and the page numbers. All pricing required forms MUST appear in the last section of the proposal.
- 73. Accept, Comply with an Exception, Can't Comply- Vendors should understand the RFP response is considered part of any resulting agreement. Therefore, Vendors have an opportunity to provide a brief, concise statement regarding their ability to Accept and Comply or Comply with Exceptions or Can't Comply with any specifications in any Section. In addition, vendors may submit a table showing the sections and response to accept, comply with an exception, Can't Comply, or a copy of the RFP may be included to indicate compliance status.
- **74. References and Other Information-** Vendors are encouraged to provide details about the qualifications of technical staff, E-Rate personnel, training, technical support offices' locations, and other areas of importance to an evaluation committee.
- 75. Proposal Deadline Proposals shall be submitted to the address listed in the event schedule. Proposals received later than the date and time in the event schedule will be returned to the sender unopened. Facsimile (fax) copies or email responses of submittals will **not** be accepted. Additionally, proposals uploaded to the electronic bidding site after the deadline will not be accepted.
- 76. Withdrawal Responses may be withdrawn by the Vendor submitting the information at any time before the closing date and time for receipt of responses. A vendor may submit a new or modified offer before the designated submission deadline. Whether oral or written, modification offered in any other manner will not be considered unless the DISTRICT desires a BAFO.
- 77. Information Request(s) To control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the School DISTRICT, Administration, or staff with the exception and permission of the email listed below. All questions regarding this RFP are to be addressed to a NO PHONE CALLS.

- Please read the Event Calendar for the opening and closing dates of questions. All questions should be sent to erate@avoyellespsb.org. DO NOT SUBMIT QUESTIONS BEFORE THE PRE-BID MEETING.
- **78. Right to Accept or Reject** -The DISTRICT reserves the right to accept or reject any proposals in their entirety or any portions(s) and waive any informality or irregularity in the Request for Proposal.
- **79. Forms of Agreement** The DISTRICT reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and require indemnification insurance that the DISTRICT may stipulate.
- 80. Availability of Funds The DISTRICT's obligation herein is contingent upon receipt by the DISTRICT of the total funding commitment allowed by the Universal Service Fund through the "E-Rate" program. No legal liability on the DISTRICT for payment of any money shall arise unless and until funds are made available for this procurement through the "E-Rate" Program. The DISTRICT may award a contract for all requirements outlined in the RFP, or any portion of funds, contingent upon the level of funding provided by the Schools and Libraries Division.
- 81. Equal Opportunity The DISTRICT policy that, in connection with all work performed under Purchasing Contracts, there shall be no discrimination against any prospective or active employee engaged in employment because of race, color, ancestry, or national origin, sex, or religious creed. Therefore, the Vendor(s) agrees to comply with applicable Federal and Louisiana laws, including, but not limited to, the Louisiana Fair Employment & Housing Act. The successful Vendor(s) agree to require compliance by all subcontractors employed on the job.
- **82. Compliance** Responses that do not comply with instructions and forms may be disqualified from bidding, as noted in the applicable sections of the RFP.

#### R. RESPONSE PACKAGE COVER SHEET

PROPOSAL OPENING:

## AVOYELLES PARISH SCHOOL BOARD E-Rate Request for Proposals

PROPOSER:	
SIGNATURE:	_
NAME:	_
(PRINT OR TYPE)	
ADDRESS:	-
CITY, STATE, ZIP CODE:	
AREA CODE & PHONE:	
AREA CODE & FAX	
THE PRINCIPALS OF THE COMPANY ARE:	
Name:	Title:
	I
Name:	Title:
Name:	Title:

## S. NON-COLLUSION STATEMENT

AVOYELLES PARISH SCHOOL BOARD

AVOYELLES PARISH SCHOOL BOARD  E-Rate Request for Proposals
, states that he/she is
(a partner of the firm, officer of the corporation, or individual
making the foregoing proposal); that said proposal is genuine and not collusive or sham; that said
Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other
Proposer or person to put in a sham proposal or to refrain from proposal, collusion, or
communication or conference, with any person, to fix the proposal price or to fix any overhead,
profit or cost element, or that of any other Proposer, or to secure any advantage against any
person interested in the proposed contract, and that all statements contained in the said proposal
or proposal are true.
(Signature)

## T. LIST OF ENTITIES AND CURRENT WAN BANDWIDTH

	Entity Name	Entity Number	Entity Type	Address	City	Zip Code
1	Avoyelles High School	81831	School	287 Main St	Moreauville	71355
2	Bunkie Elementary School	81781	School	311 Pershing Ave	Bunkie	71322
3	Bunkie Magnet High	81784	School	435 Evergreen St	Bunkie	71322
4	Cottonport Elementary School	81788	School	950 Lemoine St	Cottonport	71327
5	Lafargue Elementary School	81793	School	3366 Highway 107	Effie	71331
6	Louisiana School For The Agricultural Sciences	220626	School	5303 La 115	Bunkie	71322
7	Marksville Elementary School	81824	School	430 W Waddil St	Marksville	71351
8	Marksville High School	81821	School	407 W Bon Temps St	Marksville	71351
9	Plaucheville Elementary School	81853	School	School Loop 50	Plaucheville	71362
10	Riverside Elementary School	81863	School	529 Norwood St	Simmesport	71369
11	Avoyelles Parish Bus Barn/Maintenance Warehouse	16083120	Non-Instructional Facility (Nif)	539 West Bontempt Street	Marksville	71351
12	Avoyelles Parish Learning Center	16083123	Non-Instructional Facility (Nif)	136 South Fair Street	Marksville	71351
13	Avoyelles Parish Pupil Appraisal Center	16083124	Non-Instructional Facility (Nif)	1822 Jean Street	Mansura	71350
14	Avoyelles Parish School District Central Office	16036181	Non-Instructional Facility (Nif)	221 Tunica Dr West	Marksville	71351
15	Avoyelles Virtual Alternative Program	81831	School	4137 East School Street	Hessmer	71341

## U. PRICING FORMS (WAN) 10 GIGS to 20 GIGS <u>LEASED LIT FIBER WITH CONTRACT 4 YEARS</u>

	NAME OF SITE	10 GIG	20 GIGS	SPECIAL CONSTRUCTION FEE	MONTHLY COST
1	Avoyelles High School	\$	\$	\$	\$
2	BUNKIE ELEMENTARY SCHOOL	\$	\$	\$	\$
3	Bunkie Magnet High	\$	\$	\$	\$
4	Cottonport Elementary School	\$	\$	\$	\$
5	Lafargue Elementary School	\$	\$	\$	\$
6	Louisiana School For The Agriculture Sciences	\$	\$	\$	\$
7	Marksville Elementary School	\$	\$	\$	\$
8	Marksville High School	\$	\$	\$	\$
9	Plaucheville Elementary School	\$	\$	\$	\$
10	Riverside Elementary School	\$	\$	\$	\$
11	Avoyelles Parish Bus Barn/Maintenance Warehouse	\$	\$	\$	\$
12	Avoyelles Parish Learning Center	\$	\$	\$	\$
13	Avoyelles Parish Pupil Appraisal Center	\$	\$	\$	\$
14	Avoyelles Parish School District Central Office	\$	\$	\$	\$
15	**Avoyelles Virtual Alternative Program	\$	\$	\$	\$

## V. SPECIAL CONSTRUCTION INFORMATION WAN UP TO 20 GIGS

Site Name (Recipient of Service)	Entity Number	Latitude	Longitude

## W.SPECIAL CONSTRUCTION PROJECT PLANT ROUTE INFORMATION

NAME OF SITE	TOTAL PROJECT PLAN	AVERAGE COST PER FOOT	TOTAL STRANDS	NUMBER OF E-RATE
	ROUTE (FEET)	OF OUTSIDE PLANT		ELIGIBLE STRANDS

## X. INTERNET ACCESS UP TO 20Gbps

GIGS	MONTHLY COST	ONE-TIME FEE
10 Gbps		
20 Gbps		

VENDORS PROPOSE VARIOUS OPTIONS