



Calcasieu Parish School Board

REQUEST FOR PROPOSALS E-RATE RFP INTERNET ACCESS SOLUTIONS

Issued: [August 29, 2024]

Proposals Due: [October 7, 2024; by noon], CST

Digital PDF proposals must be emailed to dana.swift@cpsb.org,
by **Monday, October 7, 2024, Noon, CST.**

Sealed proposals must be hand delivered or sent certified mailed
by **Wednesday, October 9, 2024, Noon, CST, to:**

CALCASIEU PARISH SCHOOL BOARD
E-RATE RFP
ATTENTION: DANA SWIFT
1724 KIRKMAN ST.
LAKE CHARLES, LA 70601

[All proposals must conform to the requirements in Section 3.1]

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1 Introduction and Overview

1.1 Introduction

Calcasieu Parish School Board (CPSB) is seeking proposals from qualified vendors to upgrade and enhance our Internet access connections. This Request for Proposal (RFP) outlines the requirements for improving our current network infrastructure to better support CPSB’s mission of delivering excellent educational services through technology. We are soliciting proposals that offer business/enterprise-class Internet access solutions in the most efficient and cost-effective manner, with options for month-to-month, 3-year or 5-year contract period.

1.2 Terms and Definitions

In this Request for Proposal and all related documents, specific terms are employed consistently to guarantee clarity and mutual understanding between the Calcasieu Parish School Board (CPSB) and all potential proposers. The definitions of these terms are as follows:

- **“Proposer,” “Contractor,” “Bidder,” or “Vendor”** refer to any individual or corporation that submits a proposal in response to this RFP and may be awarded a contract for the project described herein.
- **“Owner,” “CPSB,” “District,” or “School Board”** are terms used to denote Calcasieu Parish School Board, the entity issuing this RFP and overseeing the project’s execution.
- **“Shall,” “Will,” and “Must”** signify requirements that are mandatory. Proposals must meet these specifications to be considered responsive and compliant with the RFP’s objectives.
- **“May”** indicates actions or conditions that are permissible, offering proposers flexibility in their approach to meeting the RFP’s overall requirements.
- **“Should” or “Allows”** suggest desirable actions or conditions. While not mandatory, these elements are representative of recommendations and may positively influence the evaluation of proposals.

This section is intended to provide clear guidance on the interpretation of terms within the RFP, facilitating a precise and uniform understanding between the CPSB and potential vendors.

TERMS	DEFINITION
ADDENDUM	The document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSAL (RFP). All applicable Addendums will be uploaded to the E-Rate Portal (EPC).
ADMINISTRATIVE BID APPROVAL	CPSB'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

TERMS	DEFINITION
	addition, bids may be disqualified for reasons outlined in the Request for Proposals.
AGREEMENT	A contract agreed on and signed by CPSB. In some cases, the Agreement will be a letter of award, purchase order, or other legally binding Agreement defined by La. Rev. Stat. Ann. 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 CPSB. Assignments include corporate takeovers or mergers.
BEST AND FINAL OFFER (BAFO)	CPSB reserves the right to conduct a BAFO (BEST AND FINAL OFFER) 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 CPSB 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 CPSB.
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 CPSB. 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 CPSB. 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. CPSB may revise the length of the Agreement before an award.

TERMS	DEFINITION
LEASED DARK 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.
LEASED LIT FIBER	Leased Lit 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 optic cables and associated equipment, such as optical transceivers and switches.
PROVIDER-MANAGED	The service includes the active equipment (such as optical line terminals) necessary to "light" the fiber, meaning the provider supplies and manages the hardware that sends and receives data over the fiber optic cables.
DEFAULT BY CONTRACTOR	CPSB shall hold the bidder(s) responsible for any damage resulting from failure to comply with any terms or conditions listed herein. Time is 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 neglects to comply with the RFP terms, CPSB may, upon written notice, cancel the contract in whole or in part. CPSB may then consider the second winner or readvertise all services.
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 to meet the definition.
INVOICES AND PAYMENTS	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. All vendors submitting proposals must agree to invoice CPSB 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.
NOTICE OF INTENT AWARD	A formal, written document issued by an authorized official of CPSB 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 a thirty (30) written day notice.
PRICE AND FEES	Prices for each item, including any port charges and other items in quantity specified in the bid form, shall be typed, and shown as instructed on the sample price form, CPSB is exempt from all state taxes and local taxes.

TERMS	DEFINITION
LOWEST CORRESPONDING PRICE (LCP)	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 CPSB for as long as the lower prices are in effect. At no time shall the rates charged CPSB exceed the prices bid.
LOWEST CORRESPONDING PRICE (LCP) -- FEES and OTHER ITEMS	All additional fees must be listed and fully explained 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, CPSB requires ALL E-Rate ineligible fees to be listed separately (e.g., fees, monitoring, administrative, etc.). 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.
PROTEST OF A SOLICITATION OR AWARD	Any aggrieved person in connection with the solicitation or award of a contract shall protest to CPSB. Protest concerning a solicitation must be submitted in writing at least two (2) days before the opening of bids. A 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	All services or products provided under the contract shall meet bid specifications and conditions in the RFP. The successful bidder(s) shall furnish and deliver the services or products designated in the bid. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement.
TERMINATION OF AGREEMENT OR SERVICES	CPSB may terminate agreements or services upon giving thirty (30) days 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 offices, data centers, food service office).

1.3 ERATE Supplemental Terms and Conditions

TERMS	DEFINITION
E-RATE PROGRAM	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.
ELIGIBILITY	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 or reduced-price meals or verified Community Eligibility Provision (CEP) data.
RECORDS RETENTION	<p>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 (10) years from the last day of services.</p> <p>For example, if a service provider provides recurring Internet access to CPSB for Funding Years 2022 -2027, the provider must retain all records on this transaction for 15 years (10 + 5 years).</p> <p>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).</p>
PRODUCTS AND SERVICES SUBSTITUTION	<p>Service or product substitutions must meet the following conditions as specified in the Federal Communications Commission (FCC) rules:</p> <ul style="list-style-type: none"> • The substituted services or products have the same functionality as the services or products contained in the original proposal. • The substitution does not violate any contract provisions or any state or local procurement laws. • The substitution does not increase the percentage of ineligible services or functions.

	<ul style="list-style-type: none">• 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.
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1.4 Service Provider Acknowledgements

The bidder acknowledges that no change in the products and services specified in this document will be allowed without prior written approval from CPSB.

The bidder must be registered as a service provider with the Schools and Libraries Division (SLD), have a Service Provider Identification Number (SPIN), and comply with all SLD service provider requirements. The bidder must provide the SPIN number in the bid. CPSB reserves the right to disallow any bid without a SPIN number included in the proposal. If the bidder is on the Louisiana State Contract, then the State Contract number must also be provided.

If the bidder changes a Service Provider Identification Number (SPIN), CPSB must be notified in writing before filing Form 471.

The bidder understands that any company submitting a bid MUST be registered with the Louisiana Public Service Commission as an ILEC (Incumbent Local Exchange Carrier) or CLEC (Competitive Local Exchange Carrier). Please visit: <http://www.lpsc.louisiana.gov/UtilitySearch.aspx> to verify the registration.

The bidder acknowledges pricing submitted in the proposal is the lowest corresponding price (LCP) according to 47 C.F.R. §§ 54.511(b), 54.500 (<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>). The service provider must disclose any conditions leading to CPSB 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.

This offer complies with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude CPSB from paying its proportionate share of costs. The service provider agrees to provide substantiating documentation to support this assertion should CPSB, USAC, or the FCC request information.

The bidder shall file the Annual Service Provider Certification (SPAC) required by the E-rate program, thereby, agreeing to abide by all E-Rate program rules as codified by the Federal Communications Commission (FCC).

The bidder acknowledges CPSB may terminate agreements or services upon giving thirty (30) days written notice of intent to terminate the contract for good cause. (e.g., failure to deliver services, closure or merger of a site, or failure to comply with the conditions and specifications within the RFP).

CPSB will only consider a fixed rate agreement. Variable rates that change over the term of the agreement will not be considered. CPSB also reserves the right to adjust quantities depending on bid results and the amount budgeted.

All agreements must provide legal protection to CPSB if the winning bidder is involved in bankruptcy. Legal protection must comply with Louisiana State Law.

2 Project Scope and Requirements

2.1 Scope

This project seeks to continue CPSB's existing Internet access infrastructure by implementing managed business or enterprise Internet access to both CPSB data centers by two different internet service providers. The primary objective is to significantly enhance network resilience, throughput, and prepare for future improvements. We are interested in service agreements with options for month-to-month, 3-year, and 5-year contract terms, starting from the end of our current contractual term. Proposals should outline the necessary equipment and services required to fulfill these connectivity objectives.

2.2 Overview of Current Infrastructure

CPSB's Internet access connectivity is currently provided by two different service providers (1) at our main data center located at 1732 Kirkman St and (2) at our main district office located at 3310 Broad St. Provider (1) supports a 10Gbps (Gigabits per second) single-mode fiber handoff (unmanaged) with the demarcation point (DMARC) located inside our data center. Provider (2) supports a 10Gbps multi-mode fiber handoff (managed) located inside a network main distribution frame (MDF). Both locations are in Lake Charles, Louisiana with District Internet traffic divided between the two sites.

2.3 Technical Requirements, Maintenance and Specifications for Leased Fiber

Calcasieu Parish School Board (CPSB) is seeking proposals for Internet access service with a minimum link speed of 10 Gbps at each data center and the ability to have different connectivity rates at each location. We are interested in service agreements with options for month-to-month, 3-year and 5-year contract terms, starting from July 1, 2025.

The Internet access service must provide connectivity for two data center sites, with provisions for the potential addition or removal of sites during the contract term, which will result in corresponding price adjustments based on the agreed-upon pricing structure. Additionally, the service must include an allocation of a full Class C IPv4 /24 block of IP addresses and must also offer availability for IPv6 addressing. Underground fiber installation is a requirement for this project and CPSB is not open to receiving pricing for aerial fiber as an alternative. Proposals must include a clearly labeled and detailed map for each site, required equipment, an estimated timeline for connectivity, and a comprehensive description of the proposed solution. Only

proposals with provider owned facilities and infrastructure will be considered for this project; no Type 2 fiber paths & facilities.

2.3.1 Detailed Requirements:

- a) Proposal MUST include a network diagram and detailed technical information about the proposed circuits and the handoff to CPSB.
- b) Proposal MUST include a full Class C IPv4 /24 block of IP addresses and availability of IPv6 addressing. IP block will be shared between sites.
- c) All circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP), streaming digital video, multicasting, teleconferencing, etc. Jitter and latency shall be within industry standards.
- d) Vendor MUST explain solutions clearly and include data rates if a managed service is part of the proposed solution.
- e) Proposed circuits must be terminated at each location's demark point, with hand-off details identified for each site.
- f) Vendor bidding on this project shall include pricing for maintenance of all buried fiber and/or equipment to maintain functionality and connectivity.
- g) Vendor MUST include a detailed map and a clearly labeled network diagram of the Internet fiber routes being constructed with applicable termination points.
- h) Vendor MUST include a detailed description of vendor equipment, equipment power requirements, and equipment mounting requirements, should equipment be necessary for the proposed solution.
- i) Vendor MUST provide a roadmap and timeline for all required construction and projected readiness dates for all locations. Including a detailed network diagram illustrating the proposed solution. Including a map of the provider owned facilities and infrastructure paths (fiber owned paths).

2.3.2 Service Level Agreement and Fiber Network Availability

2.3.2.1 Vendor shall maintain the applicable network twenty-four (24) hours per day, seven (7) days per week. Upon notification from CPSB of a malfunction relating to internet access, the vendor shall respond to such malfunction within two (2) hours and correct the malfunction with reasonable diligence. When pricing maintenance, the vendor should include an overview of maintenance practices, including:

- a) Proposed routine maintenance and inspection if required.

- b) Scheduled maintenance windows and scheduling practices for planned outages.
- c) Explanation of any agreements that will be in place with applicable utilities and utility contractor(s) for emergency restoration.
- d) Estimation and/or meantime to restore outages.

2.3.2.2 Respondent must commit to carrier-grade reliability and availability, also known as five-nines (99.999%). During school hours (6:00 am – 5:30 pm), there must be an absolute minimum disruption of service, and no carrier-initiated degradation in transport speed or capacity.

- a) Vendor MUST provide network engineering support twenty-four (24) hours per day, three hundred sixty-five (365) days per year, accessible to CPSB Network Department staff or its designees.
- b) Vendor MUST respond to all service issues within two (2) hours of their occurrence. When handling unscheduled outages and customer problem reports, the response must include trouble isolation, immediate communication with CPSB, and the initiation of remediation actions. Vendor MUST provide replacement of damaged fiber and/or replacement of fiber that no longer meets specifications, including post repair testing and line continuity.
- c) Vendor MUST have a process for moves, adds, and changes to fiber from original specifications; including allowing for changes in circuit bandwidth (speed) throughout the term of the contract, as well as the addition of any “new” site(s) as needed to facilitate system growth or complexity.

2.3.2.3 CPSB may validate all proposals for completeness with the proposed vendor. Incomplete configurations could be disqualified. Respondent is responsible for proposing complete solutions with all components and line items identified.

- a) Only Provider owned facilities and infrastructure will be considered. NO TYPE 2 FACILITIES.
- b) Complete solutions include termination to lightbox or equivalent approved fiber termination technology inside the selected location(s) listed in this RFP. A rack mounted solution for fiber termination is preferred.

2.3.2.4 Vendor will provide a proposed Service Level Agreement (SLA) with the RFP response. The explanation of SLA will include, but not limited to:

- a) Explanation of the included service level agreement, along with any other or alternative service levels that may be available at additional or reduced costs.

3 Proposal Submission Guidelines

3.1 How to Submit a Proposal

All proposals and related materials must be submitted to the **CALCASIEU PARISH SCHOOL BOARD TECHNOLOGY DEPARTMENT** in a sealed format via mail (UPS, FedEx) or hand delivered. Contact information and direct address are in the Contact Information section (pg. 23) of this document. Electronic submissions are accepted and **MUST** be in PDF format. All proposals must be received before the specified deadline. **Late submissions are automatically disqualified.**

- a) Responses shall be on 8-1/2" x 11" paper, and electronic copy must be in **PDF** format.
- b) The proposal must include a cover sheet and a complete non-collusion form.
- c) Proposals must include a Table of Contents and any relevant forms or special addendums must be included and labeled as such in the proposal document. Vendors must present a well-organized proposal to address all specifications in the RFP. Maps and Diagrams **MUST** be labeled and easy to read and understand. All pages must contain header or footer information including company name and page numbers. All pricing requirements must appear in the last section of the proposal.
- d) Vendors are required to prepare the proposal with the site information provided in this proposal and with the technical information specified. Any additional information relevant to the proposal is welcome as this may aid the committee during administrative review.
- e) Vendors must complete the Deliverables Checklist in Section 10.1 of this document. The checklist ensures that items requested are available during the administrative review process.

4 Evaluation Criteria

Proposals will be evaluated based on several factors, including cost-effectiveness, technical capability, vendor experience, and adherence to project timelines. A detailed breakdown of the evaluation criteria is provided to ensure transparency and fairness in the selection process. No commitment will be made to select a vendor's system(s) or solution(s) based on cost; however, the cost is awarded more points than other factors. Selection will be made on a combination of factors.

4.1 Proposal Scoring Matrix

NO.	FACTOR	POINTS
1.	Cost of eligible products and services	35
2.	Internet Maintenance and Support	15
3.	Impact to the District to transition to service and/or difficulty to Implement services (Ease of implementation receives higher score)	15
4.	Path of provider service for resiliency (i.e., Eastbound, Westbound)	10
5.	References and Experience with Vendor (Prior Experience may be considered)	10
6.	Quote completeness and thoroughness. including completed deliverable checklist	10
7.	Adherence to SLA Requirements	5

4.2 Administrative Review

All proposals submitted by vendors will undergo an administrative review after the public bid opening. The purpose of the Administrative Review is to ensure that each proposal contains all information required by the stipulations set forth in this document and to ensure proposals adhere to the spirit of the request.

5 Budget and Funding

Specific budget details are confidential. Vendors are encouraged to provide competitive and cost-effective solutions. Proposals should include detailed pricing models and any assumptions made in the cost estimates.

6 Timeline

The project timeline outlines key milestones, including the proposal submission deadline, evaluation period, vendor selection, and project implementation phases. Vendors should align their proposed schedules with these milestones. **Late submissions are automatically disqualified.**

6.1 Proposal Milestones and Timeline

DESCRIPTION	DATE/TIME	LOCATION/CONTACT
Release RFP	Thursday, August 29, 2024	Advertisement, EPC Portal http://centralauction.com http://cpsb.org http://usac.org
Inquiry Opens	Thursday, August 29, 2024	Dana.swift@cpsb.org
Inquiry Closes	Monday, October 7, 2024 Noon, CST	Dana.swift@cpsb.org
Electronic Proposal Due	Monday, October 7, 2024, Noon, CST	Dana.swift@cpsb.org Technology Training Center 1724 Kirkman St. Lake Charles, LA 70601
Sealed Proposal Due	Wednesday, October 9, 2024 Noon, CST	Dana Swift Technology Training Center 1724 Kirkman St. Lake Charles, LA 70601

7 Legal and Regulatory Requirements

7.1 Universal Service (E-RATE) Requirements

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (USF)

subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

7.1.1 Knowledge of Service Fund Subsidies

Vendor shall have at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (“E-rate”)

7.1.2 Universal Service Fund Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

7.1.3 Universal Service Fund Documentation

Vendor shall provide to District staff and/or the District’s E-rate consultant, within a commercially reasonable period, all information and documentation that Vendor has or can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E- rate support.

7.1.4 Universal Service Fund Participation

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

7.1.5 Lowest Corresponding Price Rule

The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the LCP is not “compensatory.”

- a) The District is not obligated to request the LCP; it must receive it.
- b) If, at the time of delivery, the LCP is lower than the agreed-upon price, the Vendor must charge the LCP.
- c) Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- d) There is a rebuttable presumption that rates offered within the previous three years are still compensatory.

- e) Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
- f) The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

7.1.6 Invoicing Procedures

Vendor shall itemize, price, and invoice separately any materials or services ineligible for E-rate Funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- a) Date of invoice
- b) Date(s) of service
- c) Funding Request Number (“FRN”)
- d) Authorized signature on vendor invoice attesting to the accuracy and completeness of all charges
- e) Detailed description of services performed, and materials supplied matching District contract specifications, Form 470 and Form 471 descriptions of same
- f) Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- g) Invoice on Vendor letterhead or on a Vendor-generated form
- h) District Billed Entity Number
- i) District Federal Communications Commission Registration Number
- j) Proper E-rate discount percentage as set forth by the applicable FRN and USAC Funding Commitment Decision Letter (“FCDL”)
- k) USF Discounted Invoicing and Reimbursement Processes

Vendor shall, upon request, invoice the District (a) only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice USAC for the balance (Discounted Invoice Process) or (b) in full for eligible products and services [Reimbursement or “BEAR” Process].

7.1.7 Discounted Invoice Process

7.1.7.1 Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District those E-rate approved materials or services, and when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services. As per the State of Louisiana, no late fees, interest or taxes are to be charged on invoicing.

7.1.7.2 Timely Filing

Vendor shall timely file invoices with USAC. Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

7.1.7.3 Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District, for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

7.1.7.4 District Approval

Vendor shall submit to the District for review and approval every invoice for services provided or, under certain circumstances, will be providing to the District prior to its submission to USAC. Vendor must submit invoices in sufficient time to allow for timely filing with USAC.

7.1.8 Reimbursement Process

7.1.8.1 Service Provider Annual Certification

Vendor shall timely file all FCC Form 473 Service Provider Annual Certification, or any other forms necessary to ensure ability by District to commence BEAR process for any relevant funding year. The vendor shall be liable to District for any monies the District is unable to receive from the USF program due to failure by Vendor to timely

file said form(s).

7.1.9 Delayed USF Funding Commitment

Vendor acknowledges that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by July 1st, the beginning of the E-rate funding year, for the services it intends to purchase from Vendor during that funding year.

7.1.9.1 Retroactive Invoicing

Upon E-rate funding approval, Vendor shall invoice USAC for the discounted amount owed by the District retroactive to July 1st of the funding year, or to whenever approved service to the District began, whichever date is later.

7.1.10 Universal Service Fund Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data in any form whatsoever, relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District.

The vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to comply with the same document retention policy and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor shall create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- a) Separating ineligible project management and other professional services costs, if any, from other charges;
- b) Where labor is involved, maintaining detailed, signed individual timesheets;
- c) Ensuring that ineligible charges are not submitted to USAC;
- d) Invoicing to USAC that is consistent with the contract and the District Forms 470 and 471;
- e) Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization;

- f) Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District;
- g) Where applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year;
- h) Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when provided;
- i) If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed;
- j) If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471;
- k) Documenting that E-rate funded services were provided within the allowable contract period and program year;
- l) Charging proper FRN(s);
- m) Ensuring that invoices and USAC forms are submitted to the District in a timely manner;
- n) Ensuring that USAC forms are filled out completely, accurately and filed timely manner;
- o) Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format.

7.1.11 Contract Term Modification

The District reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative

Company (“USAC”).

8 Final Agreement Conditions

Vendor shall adhere to specific terms and conditions, including contractual obligations, payment terms, and service level agreements; which are to be negotiated in the final contract to ensure alignment with CPSB objectives and legal requirements.

Furthermore, the vendor must maintain compliance with all relevant federal, state, and local laws and regulations throughout the duration of the contract. This includes adhering to data privacy and security standards, environmental regulations, and labor laws. The vendor is also expected to provide regular reports and updates to CPSB, detailing their progress and any issues encountered.

Additionally, the vendor should implement robust quality control measures to ensure the highest standards of service delivery. Any deviations from agreed terms or performance metrics should be promptly communicated to CPSB, along with a detailed action plan to address and rectify the issues. This level of transparency and accountability is crucial for maintaining a strong and effective partnership.

9 Contact Information

For any inquiries or further information required during the proposal preparation phase, vendors should contact CPSB ERATE Coordinator, the primary point of communication for all RFP-related queries. All vendor questions received will be posted with CPSB's response and/or clarification for all participating vendors to view on the CPSB RFP website, <https://rfp.cpsb.org/2025>. **Inquiries must be directed through CPSB's provided point of contact.**

*Dana Swift, ERATE Coordinator
Dana.swift@cpsb.org
Technology Training Center
Mailing Address:
1724 Kirkman St.
Lake Charles, LA 70601
337.217.4100 ext. 1002*

Digital PDF proposals must be emailed to dana.swift@cpsb.org, by **Monday, October 7, 2024, Noon, CST.**

Sealed proposals must be hand delivered or sent certified mailed by **Wednesday, October 9, 2024, Noon, CST, to:**

CALCASIEU PARISH SCHOOL BOARD
E-RATE RFP 328-00_WAN
ATTENTION: DANA SWIFT
1724 KIRKMAN ST.
LAKE CHARLES, LA 70601

**All proposals must conform to the requirements in Section 3.1*

**Completed checklist from Section 10.1 should be included*

10 Attachments and Appendices

This section includes additional documents and information to assist vendors in preparing their proposals, such as technical specifications, current infrastructure diagrams, and a glossary of terms (see Section 1.2) relevant to the RFP. The Pricing Forms, Guides and Charts section should be used as a reference to provide information to CPSB about the services requested. This information will be used to assist CPSB in the administrative review process. Vendors are encouraged to provide any additional information relevant to the project or information needed for CPSB to make an informed choice as to the best option or proposal.

10.1 Deliverables Checklist

10.1 Deliverables Checklist	
Included	Requested Proposal Information Checklist
	Network Diagram: Detailed network diagram illustrating the proposed solution. Including a map of the provider owned facilities and infrastructure paths for internet fiber.
	Project Plan: Timeline for implementation and key milestones.
	Site Coverage: Confirmation that the proposal includes all requested circuit sites.
	Support and Maintenance: Description of support services provided. Maintenance schedules and procedures.
	Equipment: Includes description of required equipment for the managed service
	Service Level Agreement (SLA): Details on uptime guarantees and response resolution times for support.
	Vendor Qualifications: Company background and experience. References from similar projects.
	Evaluation Criteria: Explanation of how the proposal meets the evaluation criteria outlined in the RFP.
	Submission Requirements: Format: Digital and/or hard copy as specified. Deadline: Submission date and time. Contact Information: Point of contact for questions and clarifications.
	Pricing Forms, Guides and Tables: Completed all relevant Forms and Tables from Section 10

10.2 CPSB Data Center Sites:

1	0013189758	Data Center	1732 Kirkman Street	Lake Charles, LA 70601
2	0014506984	District Facilities Office West Data Center	3310 Broad Street	Lake Charles, LA 70601

10.3 Pricing Forms, Guides and Tables

10.3.1 Internet Access (managed) – Pricing Guide								
INTERNET ACCESS SPEEDS	MONTH-TO-MONTH TOTAL COST		3 YEAR TOTAL COST		5 YEAR TOTAL COST		10 YEAR TOTAL COST	
	Date Center 1	Data Center 2	Data Center 1	Data Center 2	Date Center 1	Data Center 2	Date Center 1	Data Center 2
10 Gbps								
15 Gbps								
20 Gbps								
25 Gbps								