



## E-RATE RFP #2024-2025

### E-RATE CATEGORY 2 UPSs

#### Event Calendar

EVENT	DATE	TIME	LOCATION
RELEASE RFP	JANUARY 5, 2024	9:00 P.M. (CST)	EPC AND CENTRAL BIDDING
INQUIRY OPENS	JANUARY 6, 2024	9:00 P.M. (CST)	ADARDAR@PPSB.ORG
INQUIRY CLOSES	JANUARY 23, 2024	4:00 P.M. (CST)	ADARDAR@PPSB.ORG
SUBMISSION DEADLINE	MARCH 6, 2024	2:00 P.M. (CST)	Finance Office 1484 Woodland Highway Belle Chase, La. 70037
PUBLIC BID OPENING	MARCH 6, 2024	2:00 P.M. (CST)	Finance Office 1484 Woodland Highway Belle Chase, La. 70037

PLAQUEMINES PARISH SCHOOL BOARD ("DISTRICT") reserves the right to reject all proposals and to waive any formability defects or clerical errors in any Bid Proposal Package, as in the interest of "PLAQUEMINES PARISH SCHOOL BOARD."



**E-Rate Proposal for  
E-Rate Category 2 Products and Services  
NOTICE TO BIDDERS**

PLAQUEMINES PARISH SCHOOL BOARD, AKA "DISTRICT," is seeking proposals for Category 2 Products and Services. The DISTRICT reported an enrollment of 4,083 PK-12 students.

The DISTRICT is seeking bids for E-rate eligible internal connections, licenses, and support warranties for new equipment.

Sealed proposals should be delivered to Plaquemines Parish School Board or Uploaded to Central Bidding at <https://www.centralauctionhouse.com>. The District is not responsible for fees, upload errors, or other website malfunctions. Bids MUST be submitted on or before the March 6, 2024, deadline, 2:00 P. M. (CST), 2:00 (CST).

Unless uploading to the electronic bidding site, please send all proposals by US Postal mail or sealed hand-delivered to:

**PLAQUEMINES PARISH SCHOOL BOARD**

**E-RATE RFP 32020-2021**

**Sharon Zilucca**

**Finance Office**

**1484 Woodland Highway**

**Belle Chase, La. 70037**

\*Note: All correspondence must be in writing due to USAC selective review requirements

**Proposals must be received no later than:**

**Wednesday, March 6, 2024, at 2:00 PM (CST)**

PLAQUEMINE PARISH SCHOOL DISTRICT RFP E-RATE CATEGORY 2

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**1 GENERAL TERMS AND DEFINITIONS**

<b>TERMS</b>	<b>DEFINITION</b>
<b>ADDENDUM</b>	A Document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSAL. All Addendums will be uploaded to the E-Rate Portal (EPC) and electronic bidding site if required.
<b>ADMINISTRATIVE BID APPROVAL</b>	The DISTRICT's final review by the administrative authority to accept or reject a bid that complies or does not comply fully with the Request for Proposal (RFP). Submissions may be disqualified for reasons outlined in the Request for Proposal.
<b>AGREEMENT</b>	A contract that has been agreed upon and signed by the DISTRICT. Sometimes, the agreement will be a letter of award, purchase order, or another legally binding contract.
<b>ASSIGNMENT OF CONTRACT OR PURCHASE ORDER</b>	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. Notification of corporate takeovers or mergers must be reported to the DISTRICT.
<b>BEST AND FINAL OFFER (BAFO)</b>	The DISTRICT reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be susceptible to being selected for an award. The Vendor(s) chosen will receive written notification of their selection, with a list of items to be addressed in the BAFO and instructions for submission. The BAFO negotiation may assist the DISTRICT in clarifying the scope of work. The evaluation criteria for a BAFO will be the same as the evaluation used in Round 1.
<b>BID</b>	The Vendor's response to the Request for Proposals.
<b>CONFLICT OF INTEREST</b>	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 commercial 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.
<b>CONTRACT AWARD</b>	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

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	formally notifying the vendor that they have been selected as the supplier for a particular contract.
<b>CONTRACT TERM</b>	The length of time of a Contract or Agreement will be available for use by the DISTRICT. Optional extensions may be available to extend the contract term.
<b>DEFAULT BY CONTRACTOR</b>	The DISTRICT shall hold the bidder(s) responsible for any damage that 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 listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, 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, and may, whether or not the contract is canceled in whole or in part. The DISTRICT may consider the second winner or re-advertise all services.
<b>EQUIVALENT</b>	A replacement for a good or service that achieves the same result and has the same functionality as the product or service requested in the RFP. All equivalent goods and services that meet the definition will be considered.
<b>INVOICES AND PAYMENTS</b>	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. Invoices must show the Funding Request Number (FRN) for each service, site location, monthly cost, the discount portion owed by DISTRICT, and the amount billed to USAC.
<b>NOTICE OF INTENT AWARD</b>	A formal, written document issued by an authorized official of the DISTRICT informing a Vendor that a Contract is awarded to the vendor based on its Solicitation Response. In some cases, approval of the finance committee, school board, and other authorizing bodies must approve the final agreement.
<b>PRICE</b>	Prices should be typed and shown as instructed on the sample price form for each item in the quantity specified in the bid form. The DISTRICT is exempt from all state taxes; therefore, taxes should not be included. All additional fees must be fully explained and listed on the sample pricing forms.

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	<p>The DISTRICT also requires ALL E-Rate ineligible items to be listed separately (e.g., Antivirus software, content filtering). Errors may be crossed out and corrections made before bid opening only and must be initialed in ink by the person signing the bid or the bidder's authorized representative. If there should be a decrease in prices of the items bid (LCP) during the contract period, 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.</p>
<p><b>PROTEST OF A SOLICITATION OR AWARD</b></p>	<p>Any person aggrieved in connection with the solicitation or award of a contract shall have an opportunity to protest to the DISTRICT. Protest concerning a solicitation shall be submitted in writing at least two (2) days before the opening of bids. Protest concerning the award of a contract shall be submitted in writing within fourteen (14) days after the contract award.</p>
<p><b>QUANTITY AND QUALITY OF MATERIALS OR SERVICES</b></p>	<p>The successful bidder(s) shall furnish and deliver the services or products designated in the bid. All services or products provided under the contract shall be by the bid specifications. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement. The DISTRICT may adjust quantities as needed. The amounts are based on the best estimate of the quantities when posting Form 470.</p>
<p><b>TERMINATION OF AGREEMENT</b></p>	<p>The DISTRICT may terminate agreements upon giving thirty days advance written notice of intent to terminate the contract for a worthy cause. (e. g. failure to deliver services, failure to comply with the conditions and specifications within the RFP).</p>
<p><b>MANUFACTURE SUGGESTED RETAIL PRICE (MSRP)</b></p>	<p>The Manufacturer Suggested Retail Price (MSRP) is the price a Manufacturer recommends selling products to by resellers.</p>
<p><b>PENDING TARIFFS</b></p>	<p>Pending Tariffs is a series of United States tariffs imposed and pending by the current President as part of his <i>America First</i> economic policy to reduce the United States trade deficit by shifting American trade policy from multilateral free trade agreements to bilateral trade deals.</p>

## **2 OVERVIEW OF SERVICES.**

- 2.1 PLAQUEMINES PARISH SCHOOL DISTRICT would like to receive information and proposals for Category 2 UPSs.
- 2.2 This Request for Proposal (RFP) invites Vendors to submit information and proposal(s). Issuance of this RFP in no way constitutes a commitment by the DISTRICT to select a Vendor and award a contract.
- 2.3 The District seeks pricing on APC SRT2200RMXLA-NC or equivalent and SRT1500RMXLA-NC or equivalent.
- 2.4 The DISTRICT reserves the right to accept or reject any proposals submitted. Acceptance of any plan with contractual terms depends on the DISTRICT School Board's approval, E-Rate funding, and appropriation of funds by the DISTRICT.

## **3 REQUIREMENTS.**

- 3.1 Proposers must submit a proposal detailing their product specifications.
- 3.2 Questions.
- 3.3 All questions must be emailed to the contact listed, and the email must contain an attachment on the company letterhead stating the issue(s). Vendors emailing questions in the body of an email will not receive a response. NO PHONE CALLS WILL BE ACCEPTED. ALL CORRESPONDENCE MUST BE IN WRITING.

## **4 MINIMUM CONTRACTOR QUALIFICATIONS.**

- 4.1 The following skills and qualifications must be provided. As a person may possess multiple areas of expertise, a Contractor must indicate the proposed resource and the work each will perform in a separate spreadsheet.
- 4.2 Each network staff assigned must be able to pass the State Police Background check to gain access to our servers located in the secured computer room at the DISTRICT Operation Center.
- 4.3 Fully qualified to participate in the E-Rate Program
- 4.4 Registered to do business in Louisiana and are in good standing with the Louisiana Secretary of State's Office

4.5 Technical support staff located in Louisiana.

4.6 Asset Tagging and labeling of the equipment is critical during an E-Rate audit. The Vendor will apply the labels and work with the DISTRICT to create the correct labeling. In some cases, the DISTRICT will supply the asset tags.

## **5 ORDER OF INSTALLATIONS.**

5.1 The DISTRICT shall specify and provide the installation sequence order of all sites.

5.2 The Vendor shall install sites in the order specified by the DISTRICT.

5.3 It may be necessary for multiple sites to be installed simultaneously.

5.4 The number of sites to be installed at any time may vary during the project and shall depend on the acceptance of other completed sites and the Approval to Proceed by the DISTRICT.

## **6 STANDARD TERMS AND CONDITIONS**

6.1 Request for Proposal Form.

All written proposals, unless otherwise provided for, must be submitted in the RFP package with the required forms provided and must be signed. Bids submitted in the following manner will not be accepted:

- a) RFP-required forms contain no signature.
- b) Proposal filled out in pencil.
- c) The proposal was not submitted in compliance with the school board's standard proposal package and RFP form.
- d) Proposal sent by Email or Fax

6.2 Proposal Response Format and Details.

6.3 Executive Summary.

6.4 The one- or two-page executive summary briefly describes the Vendor's proposal. This summary should highlight the noteworthy features of the proposal. It must indicate any requirements that the Vendor cannot meet. The reader should be able to determine the essence of the plan by reading the executive summary. All pages must be numbered consecutively, and the vendor's name should appear in the header or footer.

6.5 Detailed Proposal.

This section should constitute a sizable portion of the proposal and must contain the following:

- a) The proposal must include a complete narrative of the Vendor's assessment of the work to be performed, the Vendor's ability and approach, and the resources necessary to fulfill the requirements. It should demonstrate an understanding of the desired overall performance expectations. Indicate any options or alternatives proposed.
- b) The vendor must respond to each specification. Proposals lacking responses may be rejected. For ease of evaluation, the vendor's response must immediately follow each item/specification (paragraph, sub-paragraph, etc.).

6.6 Proposal Copies.

6.7 One original and two duplicate copies of each proposal, plus one separate electronic copy in PDF format, must be included in the package. Electronic copies should be submitted on a clearly labeled flash drive. No additional copies are needed if the vendor submits a proposal via the electronic bidding site. The vendor is responsible for ensuring that all documents are uploaded to the drive and readable. All materials submitted in the proposal MUST be included in the electronic copy.

6.8 Receipt of Proposals.

6.9 The entire RFP must be received at the address specified in this RFP before the Public Bid Opening on March 6, 2024, at 2:00 P.M., Central Standard Time, to be considered. Any bids received after the proposal opening time will be returned unopened.

6.10 Standards of Quality.

6.11 Any product or service proposal shall conform to all applicable federal and state laws and regulations and the specifications unless specified in the solicitation, any manufacturer's; any trademark, brand name, or catalog number used in the specifications is to describe the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Related products will be accepted. Vendors submitting a proposal must specify the brand and model number of the product offered in their plans. Proposals that do not specify brand and model numbers will not be considered as providing the exact products specified in the solicitation. Objections to the specifications or RFP conditions must be filed in writing

and received by the Purchasing Department five (5) days before the date of the RFP opening.

6.12 Descriptive Information.

6.13 Vendors submitting a proposal that offers an equivalent brand or model should provide, with the RFP information, such illustrations, descriptive literature, and technical data sufficient for the School Board's Purchasing Department to evaluate quality, suitability, and compliance with the specifications in the RFP. Failure to submit descriptive information may cause the proposal to be rejected. The manufacturer shall validate any change made to the manufacturer's public specifications provided for a product. If an item or items offered do not fully comply with specifications (including brand and product number), Vendors submitting a proposal must state which respect the item(s) deviate. Failure to note exceptions on the RFP form will not relieve the successful vendor (s) from supplying the requested products or equivalents.

6.14 Public Bid Opening.

6.15 Vendors submitting a proposal may attend the RFP opening. Still, no information or opinions concerning the ultimate contract award will be given at the RFP opening or during the evaluation process. Vendors submitting a response to the solicitation will receive a copy of the tabulated results, whether successful or unsuccessful.

6.16 Withdrawal of Proposals.

6.17 A Vendor submitting a proposal may only withdraw their bid within forty-eight (48) hours after the RFP opening, excluding Saturdays, Sundays, and legal holidays, for good cause as provided in La. R.S. 38:2214 C for obvious, unintentional, and substantial mechanical, clerical, or mathematical errors or errors of accidental omission of a considerable quantity of work, labor, material, or services made directly in compiling the proposal.

6.18 Awards.

6.19 The DISTRICT reserves the right to award items separately, grouped, or on an all-or-none basis, reject any or all proposals, and waive any informalities. The purchase order and contract mailed or delivered to the successful Vendor is the official authorization to provide the materials, supplies, or equipment.

6.20 Deliveries.

- 6.21 Proposals may be rejected if the delivery time indicated is longer than that specified in the RFP. Platform Delivery FOB Destination means the successful Vendor shall deliver and unload purchased items to the dock of the designated point of receipt. All cartage, drayage, packaging, handling, palletizing, etc., shall be included in the proposal price. Include a copy of the invoice as a packaging list with each shipment.
- 6.22 Taxes.
- 6.23 The vendor is responsible for including all applicable taxes in the proposal price. The DISTRICT is exempt from all state and local sales and use taxes.
- 6.24 New Products.
- 6.25 Unless specifically called for in the RFP, all products for purchase must be new, never previously used, and in the current model and packaging. No remanufactured, demonstrated, used, end-of-life, or irregular product will be considered for purchase unless specified in the solicitation. The manufacturer's standard support warranty of 3 years and license agreements of up to 5 years should be included in the proposal.
- 6.26 Contract Renewals.
- 6.27 Upon agreement of the DISTRICT and the contractor, a term contract may be extended for two additional twelve-month periods at a price in the contract or the annual validated price and the same terms and conditions in the RFP. The total contract cannot exceed sixty (60) months in such cases.
- 6.28 Contract Cancellation.
- 6.29 The DISTRICT has the right to cancel any contract, by its purchasing rules and regulations, for cause, including but not limited to the following:
- 6.30 Failure to deliver within the time specified in the contract.
- 6.31 Failure of the product or service to meet specifications, conform to sample quality or be delivered in good condition.
- 6.32 Misrepresentation by the Contractor.
- 6.33 Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the DISTRICT.

- 6.34 Conflict of contract provisions with constitutional or statutory requirements of state or federal law or any other breach of contract.
- 6.35 DISTRICT's lack of funding resources
- 6.36 The Default of the Contractor.
- 6.37 Failure to deliver within the time specified in the RFP will constitute a default and may cause the cancellation of the contract. Where the DISTRICT has determined that the contractor is in default, the School Board reserves the right to purchase any products or services covered by the agreement from the next highest scorer, according to the evaluation matrix.
- 6.38 Order of Priority.
- 6.39 If there is a conflict between the Instructions for Vendors Submitting a Proposal or Standard Terms and Conditions or Special Terms and Conditions, the Special Terms and Conditions shall govern.
- 6.40 Applicable Law.
- 6.41 All contracts shall be construed by and governed by the laws of the State of Louisiana.
- 6.42 Equal Opportunity.
- 6.43 By submitting and signing the proposal, Vendors offering a proposal must agree that the company will not discriminate in rendering services to or employing individuals because of race, religion, sex, age, national origin, handicap, or disability. Vendors submitting a Proposal shall keep informed of and comply with all E-Rate, federal, state, and local laws, ordinances, and regulations that affect Vendor's employees or prospective employees.
- 6.44 Indemnity.
- 6.45 The Contractor agrees, upon receipt of written notice of a claim or action, to defend the complaint and to take other appropriate measures to indemnify and hold harmless the DISTRICT, and its members, its officers, its agents, and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of a contractor, its officers, its agents, or its employees. The contractor is obligated to repay only to the extent of the responsibility of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above

concerning any claim or action from bodily injury, death, or property damages arising out of the fault of the DISTRICT, its members, its officers, its agents, or its employees.

## **7 SPECIAL TERMS AND CONDITIONS (EQUIPMENT, MATERIALS, OR SUPPLIES)**

### **7.1 Invoices.**

7.2 The contractor will submit invoices to the Information Technology Department, PLAQUEMINES PARISH SCHOOL BOARD, 1484 Woodland Highway, Belle Chase, La. 70037. The invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted directly and in duplicate to the Purchasing Department by the contractor. Invoices shall show the amount of any cash discount and shall be provided on the contractor's invoice form. No invoice shall be submitted without prior approval of E-Rate funding and by the Information Technology Director or his designee. Invoices MUST show the Funding Request Number, the E-Rate Discount, and the amount billed to the E-Rate Program. All ineligible items must be charged separately.


### **7.3 Payment.**

7.4 Payment will be made based on the unit price listed in the contract or the annual validated cost. Unless otherwise specified, the DISTRICT's discount share payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last.

7.5 PLAQUEMINES PARISH SCHOOL System shall be billed for the DISTRICT's E-Rate discount share using the Service Provider Invoice (SPI) billing method. The vendor charges Universal Service Administrative Company (USAC) directly. PLAQUEMINES PARISH SCHOOL BOARD is not responsible for the vendor's missing invoice deadlines, vendor billing errors, or related issues, which would result in a loss of E-rate funding due to billing.

### **7.6 Suspensions and Debarments.**

7.7 Persons and companies convicted of criminal violations or held civilly liable for individual acts arising from their participation in the Schools and Libraries (E-rate) Program and other federal programs are subject to suspension and debarment from the program. The Federal Communications Commission (FCC) Suspension and Debarment regulations

were announced in the Second Report and Order and Further Notice of Proposed Rulemaking ([FCC 03-101](#)  released April 30, 2003).

- 7.8 FCC rules provide that there are two stages to this process.
- 7.9 First, when the FCC becomes aware that a person or company has been convicted of a crime or judged civilly liable for individual acts arising out of that person's participation in the program, the FCC suspends that person or company from activities related to the program. The FCC issues a Public Notice of Suspension and Proposed Debarment. USAC maintains a list of persons and companies (see below) who have been suspended, along with a link to the notice on the FCC's website. The suspension announcement informs the suspended person or other interested parties that they have 30 days to oppose the proposed debarment.
- 7.10 The second stage of this process is the actual debarment. The FCC will, absent extraordinary circumstances, provide notice of a decision to debar within 90 days of receiving any information from the person proposed for debarment. The notice will specify the duration of the debarment. USAC will maintain a list of persons and companies that have been debarred, along with a link to the announcement on the FCC's website.
- 7.11 Contractual Period.
- 7.12 The DISTRICT intends to award all items for an initial period, not to exceed thirty-six (36) months, with two 12-month optional extensions. Delays in awarding beyond the anticipated starting date may result in a change in the contract period. If such a situation occurs, an award may be made for less than thirty-six (36) months.
- 7.13 Quantities.
- 7.14 DISTRICT has estimated quantities needed over five (5) years. These estimates are based on changing out products during the contract's life, opening new sites, shifts in enrollments, and adding more end-user devices to the network. These estimates may increase or decrease as more educational technologies emerge.
- 7.15 Non-Exclusivity Clause.
- 7.16 This agreement is non-exclusive. It shall not preclude the DISTRICT from entering into similar agreements or arrangements with other Vendors or from acquiring the same, equal, or like goods or services from other entities or sources, including state contracts.

## 8 EVALUATION PROCESS

- 8.1 All responses received because of this RFP are subject to evaluation by the DISTRICT Evaluation Committee to select a Vendor to provide services and products as described in this RFP.
- 8.2 A committee whose members have expertise in various areas will evaluate proposals that meet the qualifications described in this RFP. Written or oral discussions may be conducted with all Vendors to decide the most cost-effective solution.
- 8.3 **Mandatory Administrative Evaluation**  
An Administrative Evaluation Team will review all proposals to determine compliance with compulsory administrative requirements as specified in the RFP. Bids found not to be compliant may be rejected for further consideration.
- 8.4 **Discussions/Presentations**
- 8.5 Written or oral discussions will be conducted with Vendors determined to be qualified for the award selection. Written or oral discussions/presentations for clarifications may be conducted to enhance the DISTRICT's understanding of any or all components of the proposal submitted. The DISTRICT reserves the right to conduct a Round 1 and 2 Evaluation. The same evaluation criteria will be used in both rounds.
- 8.6 **Cancellation.**
- 8.7 The DISTRICT reserves the right to cancel any contract within thirty (30) days for a worthy cause.
- 8.8 **Evaluation Criteria**
- 8.9 Proposals that pass the preliminary screening and mandatory requirements will be evaluated on the information provided in the plan. The evaluation of each response will be based on its competence, compliance, format, and organization as it relates to the evaluation criteria below:


## PLAQUEMINE PARISH SCHOOL DISTRICT RFP E-RATE CATEGORY 2


	Criteria	Maximum Score
1	Qualifications and Experience	20
2	Approach and Methodology	15
3	Proposed Technology/Solution and Perceived Value	15
4	Management Team Capabilities and Qualifications	20
5	Pricing	30
	Total	100

### 9 PRICING

9.1 Lowest Corresponding Price.

9.2 Service providers must comply with the FCC rules for the Lowest Corresponding Price (LCP). For this RFP, the Lowest Corresponding Price (LCP) is the lowest price a service provider charges to nonresidential customers similarly situated to a particular applicant (school, library, or consortium) for similar services. See 47 C.F.R. § 54.500.

9.3 A similarly situated applicant is in the service provider's geographic area (i.e., the area where the service provider seeks to service provider seeks any of its Schools and Libraries (E-Rate) Program services). See [First Report and Order](#) , 12 FCC Rcd 8776, 9032, para. 486.

9.4 Similar services include those provided under a contract and those provided under Tariffs. First Report and Order, 12 FCC Rcd 8776, 9032, para. 485. See [Fourth Order on Reconsideration](#) , Report, and Order 13 FCC Rcd 5318, 5398, para. 133.

9.5 Service providers cannot charge applicants a price above the LCP for E-rate Program services. See 47 C.F.R. § 54.511(b).

9.6 Further details on LCP may be obtained at USAC's website:

9.7 <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

9.8 Best and Final Offer.

9.9 The DISTRICT reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be susceptible to being selected for an

award. If a BAFO is undertaken, the Vendor(s) selected will receive written 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 submission in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as those used in the first assessment.

- 9.10 Tariffs and Manufacturer-Suggested Retail Pricing (MSRP).
- 9.11 The DISTRICT seeks unit pricing proposals for Category 2 E-rate eligible products and services during an uncertain economic climate due to pending Tariffs, supply chain-shortages, and inflation. At the same time, the DISTRICT desires a 36-month contract with two optional extensions.
- 9.12 The DISTRICT realizes future increases in tariffs may lead to increased pricing by manufacturers, and vendors (resellers) may be hesitant to submit quotes for longer than 12-months or, in some cases, may not be able to honor the pricing for the length of the agreement.
- 9.13 It is for these reasons that the DISTRICT requires all pricing to include the MSRP. The initial MSRP in the first year will set the baseline price and be used to evaluate the impact of any future tariffs. If a manufacturer increases its MSRP during the life of any resulting contract, the vendor may request an annual review of the unit pricing for the approved original item. The request must be sent in writing to the Director of Information Technology.
- 9.14 The annual review may only be requested if the proposal INCLUDES the original equipment manufacturer verification of the MSRP in the proposal being submitted in response to this RFP. If the plan does not include the MSRP, the DISTRICT will deny consideration for the review, and the original contract pricing will be used to apply for E-rate funding annually.
- 9.15 The request MUST be made in writing before December of the upcoming E-Rate funding year. If a price increase is validated in writing by the manufacturer and an increase in the MSRP is proven, the percentage of inflation between the baseline price established for E-Rate funding year 2024. The rate of increase will be used to determine the unit price for the upcoming E-Rate funding year.
- 9.16 The MSRP procedure applies if the vendor is “white labeling” a product in a proposal.
- 9.17 Federal Funding.

9.18 For RFPs issued by DISTRICT representing items to be purchased using Federal funding, accepting, and signing this RFP form certifies that the Vendor is submitting a proposal and the names of officers, directors, and any employees of the Vendor do not appear on the EPLS. EPLS is the electronic version of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (Lists), which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

9.19 Unless otherwise specified by the DISTRICT in the RFP, prices must be full, including transportation prepaid by the Vendor submitting the offer to the destination and firm for acceptance for a minimum of 45 days. If accepted, costs must be firm for the contractual period unless an annual review validates an increase. Proposals other than Platform Delivery F.O.B. destination may be rejected. Prices will be proposed on a unit of measure requested, per item, per hour, per drop, etc., as specified in the RFP.

## **10 ON-SITE REQUIREMENTS.**

10.1 All Vendors shall sign in at the site's head office before beginning activities. Site credentials may be issued and must always be displayed.

10.2 All sites must be cleaned daily and returned to the original order. The work area shall always remain clean.

10.3 Shipping boxes and other trash and debris shall be removed from the site daily and disposed of off-site.

10.4 Dumpsters belonging to the site or surrounding area shall not be used.

## **11 INTERACTION WITH STUDENTS**

11.1 \*\*\* ANY INTERACTION WITH STUDENTS BY THE VENDOR AND ANY REPRESENTATIVE IS STRICTLY PROHIBITED.

11.2 The Vendor is expected to supervise and exercise control over any employee or subcontractor employed and shall be held responsible for the actions and activities of both employees and Subcontractors.

11.3 While working on-site at a DISTRICT school, annex, or another student educational facility, the Vendor, its personnel, and subcontractor(s) staff must wear identification

badges or a uniform with a logo always identifying the company when working on any DISTRICT property.

- 11.4 A Vendor shall not enter any DISTRICT site without a scheduled visit. The visits will be scheduled by the Director of Technology or their designee.

## **12 CUSTOMIZED PROPOSALS AND PRICING CLAUSE.**

- 12.1 Understanding that the initially submitted responses may or may not completely meet the needs of the DISTRICT, the DISTRICT reserves the right to work with one or more selected proposers to customize and refine their proposal as a part of the selection process. This process includes, but is not limited to, refining, adding, changing, and deleting products, services, and pricing as the DISTRICT desires. This clause allows the DISTRICT to make the most favorable proposal(s) and customize it to best serve the DISTRICT's needs.

## **13 PROPOSAL PRICE FORMAT REQUIREMENTS FOR ALL OPTIONS.**

- 13.1 Separate costs for travel and expense charges are not allowed at any time.
- 13.2 Any specified cost shall not be considered or paid by the DISTRICT.
- 13.3 All pricing shall be provided as options that may be selected anytime during the contract term.
- 13.4 The following categories shall list pricing cost, including unit price and extended cost.
- 13.5 ALL Proposals Must include the pricing form. The pricing form MUST appear in the last section of the proposal and be clearly labeled "PRICING."

REQUEST FOR PROPOSALS PLAQUEMINE PARISH SCHOOL DISTRICT E-RATE #2024-2025

**14 UNIT PRICE LIST FORM (INCLUDING ALL SHIPPING CHARGES)**

PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE	Install Per Item	MSRP	E-RATE ELIGIBLE, INELIGIBLE, COST ALLOCATION	EXTENDED COST	REFERENCE PAGE NUMBER IN PROPOSAL OR WEBLINK WITH SPECIFICATIONS
<b>UPS</b>								
APC SRT2200RMXLA-NC or Equivalent	Orion DC2000RTX1NC	1	\$1,248.03	\$225.00	\$2,269.00	100% Eligible	\$1,473.03	Q199303 & Orion Brochures
SRT1500RMXLA-NC or equivalent	Orion DC1500RTX1NC	1	\$835.12	\$225.00	\$1,719.00	100% Eligible	\$1,060.12	Q199303 Orion Brochures
Option 1		1						
Option 2		1						
Option 3		1						
<b>Professional Services</b>		1						
Project Management		1						
Asset Ledger	PS-DOF	1	\$5.00	0	5.00	non Eligible	\$5.00	Q199303
Tagging of Equipment	PS-DOF	1						
<b>Other Services</b>		1						
<b>Other Costs</b>		1						

**\*\*Note:** This District has the right to forgo installation and opt for a drop shipment option.

15 BID FORMS (REQUIRED)

BIDDERS QUALIFICATIONS  
(FORM OF BUSINESS ORGANIZATION)

The form of business organization under which this bid is submitted is as follows:

A CORPORATION incorporated under the laws of the State Florida and (is) authorized to do business in the State of Louisiana.

A PARTNERSHIP Name of Partners: \_\_\_\_\_

INDIVIDUAL trading and doing business under a name and style other than his own. The Owner's name is: \_\_\_\_\_

The undersigned now affirm that (1) they are a duly authorized agent of the vendor, (2) they have read all terms and conditions and technical specifications that were made available in conjunction with this solicitation, and fully understand and accept them unless specific variations have been expressly listed in their offer, (3) that the offer is being submitted on behalf of the vendor following any terms and conditions outlined in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

(Please Type or Print Below)

LEGAL NAME OF BIDDER DOF Creations LLC

MAILING ADDRESS 7320 E. Fletcher Ave

CITY, STATE, ZIP CODE Tampa, FL 33637

TELEPHONE NUMBER 888-833-4644

EMAIL ADDRESS sbgordon@dofcreations.com

FAX NUMBER N/A

CONTACT PERSON TITLE CEO

AUTHORIZED REPRESENTATIVE (SIGNATURE) saeed gordon

NAME (TYPE/PRINTED) Saeed Gordon

TITLE OR SIGNER CEO

DATE BID SIGNED 3/5/24

ACKNOWLEDGE OF ANY ADDENDA RECEIVED:

ADDENDUM TO: \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM TO: \_\_\_\_\_ DATE \_\_\_\_\_

## 16 NON-COLLUSION STATEMENT

State of Louisiana

PLAQUEMINES Parish School District

I do at this moment attest that I (a partner of the firm, officer of the corporation, or individual making the preceding proposal) that said the proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, contrived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham proposal or to refrain from the 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.

Company: DOF Creations LLC

Signature: *saeed gordon*

Printed Name: Saeed Gordon

Title: CEO