



## Request for Proposal

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### **Wide Area Network (WAN) Services 2018 TPSD RFP Number 120717**

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**E-Rate Funding Year 2018-2019**

**Proposal Deadline:**

**December 7, 2017 at 2:00 p.m. (CST)**

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**Mr. Philip Martin, Superintendent**

Prepared by: Christopher P. Babin, TPSD Network Technologies

Proposals may be mailed through the U.S. Postal Service or delivered in person or by commercial delivery services. Please refer to Appendix G for specific packaging, labeling, and delivery details for the proposal document submittal.

Proposers must send 3 hard copies and an electronic copy of the proposal, including an original signed Signature/Cost Page (provided in Appendix C). All electronic documents must be in PDF format delivered on either a Compact Disc (CD) or USB flash drive. Vendors are encouraged to test the electronic copy for readability prior to sending. Further instructions are included in the RFP narrative.

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# 1 ADMINISTRATIVE INFORMATION

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## 1.1 EVENT CALENDAR

DESCRIPTION of EVENT	DATE (and TIME)
Release of RFP and Advertisements	October 4, 2017
Mandatory Pre-Bid Meeting	November 6, 2017 at 2:00 p.m.
Question Submitted up to and including:	November 17, 2017
Questions Answered by:	November 28, 2017
Submission Deadline	December 7, 2017 by 2:00 p.m.
Public Bid Opening Meeting	December 7, 2017 by 2:30 p.m.
Results presented to Committee	December 18, 2017
Results presented to the Board for Approval	January 9, 2018

## 1.2 LOCATION

All events that require a meeting like the Mandatory Pre-Bid Meeting and the Public Bid Opening will be held at the following location:

**Purchasing Department**  
**Terrebonne Parish School District**  
**340 St Charles Street, Building 3**  
**Houma, Louisiana 70360**

## 1.3 DIRECTIONS

If you need directions to the facility or the department at the facility, please call the Terrebonne Parish School District Office at (985) 876-7400, and ask for the Purchasing Department.

## 1.4 NOTICE TO BIDDERS

1. The TERREBONNE PARISH SCHOOL DISTRICT (TPSD) aka "District" is seeking proposals for Wide Area Network (WAN) services for E-Rate Funding Year 2018-2019. The District has school and operational facilities including the District Data Center that is currently connected by a fully managed private WAN via fiber.
2. The District will consider a multi-year contract for three (3) years with two (2) one-year voluntary extensions. The contract shall begin on July 1, 2018. However, alternate proposals of shorter or longer durations will be considered but only if submitted with the required three (3) year and voluntary extension plan.
3. Sealed proposals should be delivered to the TPSD Purchasing Department. Proposals must be received no later than **Wednesday, December 7, 2017 at 2:00 p.m.**
4. Proposals may be mailed through the U.S. Postal Service or delivered in person or by commercial delivery services. Please refer to Appendix G: Document Submittal Instructions for specific packaging, labeling, and delivery details for the proper submittal of the proposal document.
5. TPSD reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the Terrebonne Parish School District may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

## 1.5 GENERAL TERMS AND CONDITIONS

This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

1. **FAX BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.

### 2. DEFINITIONS

- a. **Responsible** - A bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid.
  - b. **Responsive** - A bid which meets all of the specifications set forth in the request for bids.
  - c. **District** - The Terrebonne Parish School District (TPSD)
  - d. **Request for Proposal (RFP)** - An information gathering process to determine which service provider qualifies to provide services to the District.
  - e. **May, Should** - Indicates something is not mandatory, but permissible, recommended, or desirable.
  - f. **Must, Will, Shall** - Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your response as non-responsive.
  - g. **Most Favored Customer Clause** - Should a successful Service Provider, during the term of the contract, make generally available to other customers in the State of Louisiana, in similar contracts utilizing like services and volumes, and like access costs, more favorable terms, conditions and pricing, such terms, conditions and pricing shall be made available to the Terrebonne Parish School District.
3. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids.
  4. **ACCEPTANCE OR REJECTION OF BIDS** – Bids shall remain open and valid and subject to acceptance or rejection for ninety (90) calendar days after the bid opening.

5. **BEST AND FINAL OFFER (BAFO)** - TPSD 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 award. If conducted, 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. The BAFO negotiation may be used to assist TPSD 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 the evaluation used in the initial evaluation.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of TPSD. The proposer shall be considered the prime contractor, solely responsible for all deliveries of goods and services referenced in this RFP.
7. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Terrebonne Parish School District (TPSD) is exempt from all state taxes and should not be included. The price should include any port charges and other items. Additionally, TPSD requires ALL E-Rate ineligible fees to be listed separately (e.g. monitoring, administering). Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid (LCP), a corresponding decrease in prices on the balance of the services shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. See the FCC rules for Lowest Corresponding Price (LCP) at the USAC (E-Rate) website:  
<http://www.usac.org/si/service-providers/step02/lowest-corresponding-price.aspx>
8. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the services designated in the bid. All services furnished under the contract shall be in accordance with the bid specifications.
9. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the TPSD reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
10. **EXECUTION OF CONTRACT** – TPSD authorized signature of the contract shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

11. **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 specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements (July 1, 2018). 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 its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part. In the event of default the second highest scoring bidder will be considered.
  
12. **INVOICES AND PAYMENTS** – All vendors submitting proposals must agree to invoice TPSD their monthly discount obligation portion and then submit a Service Provider Invoice (SPI) to the Universal Service Administrative Company (USAC) for the eligible portion. Currently, TPSD is eligible for a 90% discount for WAN Services. Invoices must show both the Funding Request Number (FRN) for each service, the total monthly cost, the discount portion owed by TPSD and the amount billed to USAC.

## **1.6 MISCELLANEOUS PROVISIONS**

1. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
  
2. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
  
3. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.
  
4. **Entire Agreement** – This Bid, and all attachments thereto, constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement.
  
5. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Louisiana. Venue shall only be with the appropriate state or federal court nearest to Terrebonne Parish.



6. **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain, in force, such licenses and permits as are required by law, in connection with the furnishing of services herein listed. All operations and materials shall be in accordance with law. Note: Any reported damage to right of ways and or personal land owner’s property during construction is the responsibility of the vendor. TPSD will not be held liable of any damages as a result of construction or delivery of services.
7. **Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of intent to terminate the contract for good cause. (e. g. failure to delivery services or failure to comply with the conditions and specifications within this RFP).

## **1.7 E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program.

The eligibility for discounts on 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 was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

### **1. DISTRICT E-RATE INFORMATION**

Terrebonne Parish School District (“TPSD”) AKA “DISTRICT” is located in the southern part of Louisiana near the coast. There are approximately 111,860 residents living in the parish. Terrebonne Parish schools served 18,083 students in the school year 2016-2017 and has a 90% E-Rate discount. Under the E-Rate program rules the district is considered urban.

### **2. SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to be thoroughly familiar with any and all rules or regulations regarding the E-Rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD during the contractual period of any contract entered into as a result of this RFP. This includes

compliance with record retention rules. Vendors must store required records for ten (10) years from the last date of services.

- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [https://www.fcc.gov/debt\\_collection/welcome.html](https://www.fcc.gov/debt_collection/welcome.html)
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2018.
- f. Goods and services provided shall be clearly designated as "E-Rate Eligible." Non-eligible goods and services shall be clearly listed as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- g. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.
- h. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). For this RFP, TPSD reserves the right to request an annual review of LCP and the vendor is obligated to offer LCP to the District during the annual review. Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### **3. SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the District and a USAC service substitution approval with the

exception of a Global Service Substitutions. If the vendor changes a Service Provider Identification Number (SPIN) TPSD must be notified prior to filing the Form 471.

- b. The Service Provider acknowledges that its offer is considered to be the Lowest Corresponding Price (LCP) pursuant to Title 47 CFR §54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price. Geographical area will be defined as the vendor's footprint within the State of Louisiana unless otherwise explained in the response.  
<http://www.gpo.gov/fdsys/pkg/CFR-2010-title47-vol3/pdf/CFR-2010-title47-vol3-part54.pdf>
- c. 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 applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.  
<http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>

#### **4. STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. The contract "effective date" of the contract is July 1, 2018 and E-Rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2018 funding year (July 1, 2018). For example, the WAN services will begin on July 1; the service provider, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

## EARLY FUNDING CONDITIONS

### Category 1

TPSD plans to indicate on the Form 470 a request for special construction costs for leased lit fiber services. “Many providers of leased lit fiber services do not impose a separate construction charge to deploy fiber (or other high-speed connections) from the applicant's premises to the providers' networks. However, where a lit services provider does charge to deploy a new fiber connection to an applicant's building(s), the E-Rate program will allow TPSD to seek Category One E-Rate Program support for the construction, design and engineering, and project management components of the project as special construction charges. The E-Rate Program will pay for the special construction charge and of the monthly recurring charge for leasing the lit fiber service.”  
<http://www.usac.org/sl/applicants/beforeyoubegin/fiber.aspx>

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02- 3365, released December 6, 2002). This FCC decision only applies to telecommunications services and Internet access.

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

## **5. INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). 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, Block 5, and any identified ineligible costs. 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 billing cycle immediately following said approval. Alternatively, the District may decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

## **6. FCC/SLD AUDITABILITY**

The E-Rate program requires that all records be retained for at least ten (10) Years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform, or have performed, an audit of the records of the Respondent and therefore shall have full access to, and the right to, examine any of said materials within a reasonable period of time during said period.

## 2 REQUESTED SERVICES

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### 2.1 TPSD WIDE AREA NETWORK SERVICES

TPSD is soliciting proposals for private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network. The district would like pricing for either a point-to-point network or MPLS network, suitable to meet our immediate needs and has the ability to grow for future demand.

TPSD currently has fiber WAN services to forty-three (43) school sites and facilities connected through its current data circuit provider. The district has various speeds at each site. (See "Appendix A" for a list of these sites with street addresses. See "Appendix B" for a list of current circuits.)

### 2.2 WAN REQUIREMENTS

Service must be capable of delivering 1 Gbps over 1 Gbps circuits on an optical handoff using Layer 2 Ethernet protocol over fiber from each site to the Data Center located in the TPSD Central Office at 201 Stadium Drive, Houma, Louisiana 70360. The Central Office serves as the hub site for district-wide applications and Internet services for forty-three (43) remote sites (one site is currently under construction). The TPSD Central Office will have a 10 Gbps pipe minimum that all forty-three (43) remote circuits will be tied to. For future growth, provisions must be included to allow for an upgrade path making it possible to deliver up to 10 Gbps at all remote sites and up to 50 Gbps at the TPSD Central Office.

1. At present, TPSD has forty-three (43) active sites with one new site currently under construction. Currently, TPSD has forty-two (42) remote sites that are connected via fiber service connections through Metro Ethernet with 100 Mbps connections from each site connected to the Central Office Data Center. These remote connections are distributed across four (4) 1 Gbps pipes at the Central Office. One new site is under construction and should be ready by July 1, 2018 (See Appendix "A" for site locations).
2. We desire a similar type of Ethernet MAN/WAN platform, however, all new circuits for the TPSD school sites and facilities shall have a minimum CIR data connection of 1 Gbps full-duplex on 1 Gbps circuits with the Central Office having a minimum CIR of 10 Gbps on a 10 Gbps circuit. Initially we have equipment to handle these circuits. However, before we can move to 10 Gbps or fractional 10 Gbps circuits at the remote sites, we will need to upgrade our layer 3 core switches

at the school sites. These upgrades will not be immediate and may be done as needed at the sites with the greatest need.

3. Pricing for the school sites should be in 1 Gbps increments up to 10 Gbps. Pricing for the Central Office should be in 10 Gbps increments up to at least 50 Gbps. Please indicate in your design proposal if the 10 Gbps circuits would simply be additional 10 Gbps circuits or would the circuit be fractional delivery of a higher speed circuit.
4. TPSD desires the ability to vary bandwidth in the future to meet demand, preferably in 1 Gbps increments for remote schools sites and 10 Gbps increments for the Central Office Data Center. Proposals should describe the vendor's ability to scale the proposed solution to meet changing bandwidth demands.
5. The vendor shall deliver the requested CIR at full bandwidth at each school directly to the District Data Center on a full availability basis, 24/7. This service can be aggregated at the design of the vendor so as not to have forty-three (43) individual circuits terminating directly at the District Data Center. A clear proposed network diagram of each solution must be included in the response.
6. The service handoff at each site will be multi-mode fiber, delivered to each site's Main Distribution Facility ("MDF").
7. The service hand-off at all sites shall terminate on a fiber compatible with Cisco GBIC optical connectors. While we would expect recommendations from the service provider, the precise site location of the MPOE, POD or DEMARC (Point of Demarcation), or "handoff point" shall be determined by TPSD Network and Engineering staff at the site locations listed in Appendix "A" of this RFP.
8. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other "partitioning" scheme. The Vendor is directed to describe in detail how this will work in their proposal. For the fiber ring solution please explain how the traffic flow at each site will be differentiated. We do not want forty-three (43) individual optical handoffs delivered to the Central Office. The service provider will hand-off a private service acting as an Ethernet bridge for connections between the Central Office Data Center and the each remote site using TCP/IP full duplex bi-directional connections.
9. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and E-Rate eligible interfaces accordingly. As

part of the proposal, the vendor will make known the space requirements for installed equipment at sites and the District Office. The District will provide and manage its own Layer 3 core switches at each site, which will receive the optical handoff from the service provider's equipment.

10. Network outage resolution should be coordinated with TPSD technical staff. The district expects 99.9% uptime of the network. The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in the proposal. The vendor will provide critical alerts to TPSD Technical Contacts via email, and notification of service outages via telephone to TPSD Technical Contacts, along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.
11. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry standards as "real-time." The WAN must support the transmission of QOS ("Quality of Service") tags implemented by TPSD between endpoints. It is important that vendors include the data rates and explain their proposed solution clearly.
12. The goal is to have a fully operational network by July 1, 2018. The term "fully operational" is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least seventy-two (72) hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint. TPSD will only accept data rates equal to a "Real Time" solution.
13. Contract terms must provide cancellation of services without financial penalties if a school is closed. District may cancel services to a closed school, or other closed District facility, without penalties after a thirty (30) day notice to vendor.



## 2.3 QUALIFICATIONS

All vendors submitting proposals must demonstrate the ability to participate in the E-Rate Program (i.e. must possess a SPIN number). Additionally, all vendors submitting a proposal for WAN services must be a regulated ILEC (Incumbent Local Exchange Carrier) or CLEC (Competitive Local Exchange Carrier) by the Louisiana Public Service Commission. TPSD will ***disqualify vendors*** submitting proposals who fail to provide proof of registration with the Louisiana Public Service Commission as an ILEC or CLEC. The E-Rate program allows approved telecommunications vendors to be regulated by various states; however, this RFP requires registration with the Louisiana Public Service Commission as an ILEC or CLEC.

## 2.4 CONTRACT TERM

1. TPSD will be seeking a contract length of three (3) years with the option of extending the contract with two (2) – one (1) year term contracts. Funding for this project will be Category 1 E-Rate Funding at the District discount rate. However, alternate proposals of shorter or longer durations will be considered but only if submitted with the required three (3) year and voluntary extension plan.

***Winning vendor(s) will NOT submit any billing or perform any work BEFORE July 1, 2018, and not without the prior written acceptance of TPSD.***

## 3 SUBMITTAL – RFP TECHNICAL REQUIREMENTS

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### 3.1 MANDATORY PRE-BID MEETING

TPSD has scheduled a mandatory pre-bid meeting on NOVEMBER 6, 2017, to be held in the Purchasing Office at 340 St. Charles Street, Houma, Louisiana. All vendors must attend the meeting in person and the doors will close at 2:00 p.m. (CST). Vendors arriving late will be disqualified from bidding.

### 3.2 BID PROPOSALS

To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

- a. **Deadline for Receipt of Proposals** - Proposals shall be received at the Terrebonne Parish School District Purchasing Office located at 340 St. Charles Street, Building 3, Houma, Louisiana 70360 before 2:00 p.m. (CST) on December 7, 2017.

Either mailed or delivered, proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted or considered. Facsimile (FAX) copies of the proposal will not be accepted.

- b. **Document Availability and Accuracy Questions** - TPSD is required to post both this RFP and Form 470 on the USAC EPC Portal site:  
<http://www.usac.org/sl/tools/apply-to-erate/default.aspx>

In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located in the Purchasing Office of TPSD.

- c. **Public Bid Opening** - Proposals will be received prior to 2:00 p.m. (CST) on December 7, 2017 for a public bid open to be held no sooner than 2:30 p.m. (CST) on December 7, 2017 in the Purchasing Office at 340 St. Charles Street (Building 3), Houma, Louisiana.

- d. **Submittal** – Each vendor submitting a proposal shall submit one (1) signed original proposal. The **Signature/Cost Page (Appendix C)**, which includes the total pricing per year, must be filled out and signed. The signed original proposal is the only document that requires a signed original of the signature page.

Additionally, each vendor shall also submit two (2) copies and one (1) electronic copy of the proposal in the same sealed envelope or packaging. The copies can include a copy of the signed signature page. Responses shall be on 8-1/2" x 11" paper and the electronic copy must be in PDF format saved to a Compact Disc (CD) or USB drive.

Proposals may be mailed through the U.S. Postal Service or delivered in person or by commercial delivery services. Please refer to Appendix G: Document Submittal Instructions for specific packaging, labeling, and delivery details for the proper submittal of the proposal document.

### **3.3 WITHDRAWAL**

Responses may be withdrawn by the vendor submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A vendor may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. A vendor may, thereafter, submit a new or modified offer prior to the designated submission deadline. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.

### **3.4 INFORMATION REQUEST(S)**

In order 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 Board, District Administration, or staff with the exception and permission of the individual listed below. Questions must be sent and must be received within the timeline listed on page 4 of the event calendar. Questions received after the specified date will not be answered.

**All questions regarding this RFP are to be addressed to the individuals listed below.  
Submit all questions via email only.**

Christopher P. Babin, Network System Administrator at

[ChristopherBabin@tpsd.org](mailto:ChristopherBabin@tpsd.org)

AND

Teri Lawrence, E-Rate Consultant at

[TeriL@eratesupport.org](mailto:TeriL@eratesupport.org)

### **3.5 FORMS OF AGREEMENT**

The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from harm and such insurance as may be stipulated by the District (see Appendix D for vendor insurance requirements). In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions aforementioned in this RFP and the TPSD Standard Terms and Conditions (see Appendix D). The General Terms and Conditions and the E-Rate Terms and Conditions included will preside over the Standard Terms and Conditions should there be a conflict in terms.

### **3.6 AVAILABILITY OF FUNDS**

The District's obligation herein is contingent upon receipt by TPSD of the maximum funding commitment allowed by the Universal Service Fund through the "E-Rate" program. No legal liability on the part of 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 thereof, contingent upon the level of funding provided by the Schools and Libraries Division. While we would avoid service interruption waiting for E-Rate funding, it must be understood this project is entirely contingent upon available funding from the E-Rate (SLD) program and may or may not be undertaken at the sole discretion of the Terrebonne Parish School Board.

### **3.7 EQUAL OPPORTUNITY**

It is the policy of the TPSD that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and Louisiana laws including, but not limited to, the Louisiana Fair Employment & Housing Act. In

addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her. Minority, veteran, and women owned businesses are encouraged to participate in this opportunity.

### **3.8 COMPLIANCE**

Responses that do not comply with instructions and forms may be eliminated from further selection.

### **3.9 RIGHT TO ACCEPT OR REJECT**

The School Board of the TPSD reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for "E-Rate" funding, the final decision to award or reject may be linked to the approval of the "E-Rate" application and granting of maximum funding commitment allowed by the Universal Service Fund through the "E-Rate" program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.

### **3.10 GENERAL**

Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond 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. The proposal submitted must describe a system where elements are currently available.

### **3.11 ADDENDA**

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided in writing to all Proposers attending the mandatory pre-bid meeting and the Addendum will be posted in the E-Rate Productivity Portal (EPC portal). All addenda and changes shall be made in writing and posted by TPSD. No oral statements by any TPSD employee shall constitute a change or addenda to this RFP, the Project documents, or any project requirement.

### **3.12 DISPOSITION OF RESPONSE**

All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary information will not be made public

and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

### **3.13 E-RATE SERVICE PROVIDERS INVOICING**

The successful service provider must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). TPSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.

### **3.14 LONGEVITY OF QUOTED PRICING**

Because of the nature of E-Rate funding, the competitive bid process begins well in advance of the start of service date. While part of the process requires the Form 470 that can also serve as an RFP to publicly seek services, the E-Rate funding process does not formally begin until a vendor is selected, contracts are signed, and the Form 471 application is filed. Therefore, all pricing submitted shall be vendor honored for a period of one hundred and twenty (120) calendar days from the proposal due date.

## 4 EVALUATION AND SELECTION

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### 4.1 EVALUATION TEAM

The screening and selection will be performed by District Staff serving as an evaluation team, each bringing their own professional experience to contribute to the evaluation process. The evaluation team will evaluate the submittals for the purpose of determining the proposer with whom TPSD shall contract. The evaluation team will determine which proposal will be in the best interest of TPSD. The committee may reject any and all proposals that are considered not considered in the best interest of TPSD.

### 4.2 SCREENING & SELECTION

All proposals submitted by vendors will be reviewed. Selection will be made on a combination of factors. No commitment will be made to select a proponent's system(s) solely on the basis of cost. However, in a process of weighted scoring, cost is awarded more points than any other factor. TPSD 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 elements, and to understand the vendor's conformance to the specifications contained in this Request for Proposal.

The committee will then formulate a recommendation to the Terrebonne Parish School Board. The weighted criteria to be used by the committee in the evaluation process to evaluate and score the proposals are as follows:

<b>Factor No.</b>	<b>Total Points Available</b>
1 Cost of eligible products and/or services	30
3 Design and Technical Bid Submittal	25
4 Experience with the District	10
5 Ability to deliver service at start of funding year	15
6 Ability to deliver service throughout District geographic region	20
<b>Total Points</b>	<b>100</b>

**Note: TPSD reserves the right to record (audio/video) any and all meetings and or calls during this RFP process.**

### 4.3 VENDOR BACKGROUND

The following list helps to identify the experience and capacity of the service provider to deliver and support these requested services district-wide.

Please respond to each of the Items listed below:

- Would we have an account team assigned to the District?
- Would the account team be local?
- Would the service provider provide a contact list, with names, telephone numbers, and email addresses of the escalation team?
- Are the technicians subcontractors?
- Can you deliver a “fully operational” network in sixty (60) days from the date of contract award to begin implementation?
- Can you deliver a “fully operational” network in ninety (90) days from the date of contract award to begin implementation or by the contract service date of July 1, 2018 at the very latest?
- If not, please explain provisions to make sure all sites would be online through provisional methods and when we could expect the absolute latest date all sites would be up on the new, higher speed circuits?
- In the State of Louisiana, how many public school districts do you now provide WAN services? Please provide a list of districts with at least three (3) references.
- Do you also provide Internet services to public or private school districts in the State of Louisiana?



## 5 ATTACHMENTS

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Appendix A:	Site Locations
Appendix B:	Current WAN Circuits
Appendix C:	Signature/Costs Page
Appendix D:	Standard Terms and Conditions
Appendix E:	Vendor Insurance Requirements
Appendix F:	Circuit Cost Worksheet (available as an Excel Worksheet)
Appendix G:	Document Submittal Instructions

**Appendix A: Site Locations**

<b>Applicant Type (NIF = Non-Instructional Facility)</b>	<b>Entity #</b>	<b>NAME OF SCHOOL/DISTRICT/ NON INSTRUCTIONAL FACILITY</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
School	80305	ACADIAN ELEMENTARY SCHOOL	1020 SAADI ST	HOUMA	LA	70363
NIF	16077178	ANDREW PRICE FACILITY	1849 W PARK AVE	SCHRIEVER	LA	70359
School	80285	BAYOU BLACK ELEMENTARY SCHOOL	4449 BAYOU BLACK DR	HOUMA	LA	70360
School	16032205	BAYOU CANE ADULT EDUCATION CENTER	6484 MAIN STREET	HOUMA	LA	70360
School	80247	BOURG ELEMENTARY SCHOOL	4413 ST. Andrew Street	BOURG	LA	70343
School	80314	BROADMOOR ELEMENTARY SCHOOL	1010 BROADMOOR AVE	HOUMA	LA	70364
School	80367	CALDWELL MIDDLE SCHOOL	445 HIGHWAY 311	SCHRIEVER	LA	70395
School	80312	COTEAU-BAYOU BLUE ELEM SCHOOL	2550 COTEAU RD	HOUMA	LA	70364
School	80369	DULARGE ELEMENTARY SCHOOL	621 BAYOU DULARGE	HOUMA	LA	70363
NIF	16077181	Old DULARGE ELEMENTARY SCHOOL SITE (Temporary SOUTHDOWN ELEMENTARY- Primary site)	1327 BAYOU DULARGE RD	THERIOT	LA	70397
School	80297	EAST HOUMA ELEMENTARY SCHOOL	222 CONNELLY ST	HOUMA	LA	70363
School (annex)	80300	EAST STREET SCHOOL	609 EAST ST	HOUMA	LA	70363
School	80310	ELLENDER MEMORIAL HIGH SCHOOL	3012 PATRIOT DR	HOUMA	LA	70363
School	80306	ELYSIAN FIELDS MIDDLE SCHOOL	700 HIBERNIA PL	HOUMA	LA	70363
School	80292	EVERGREEN JUNIOR HIGH SCHOOL	5000 W MAIN ST	HOUMA	LA	70360
NIF	16024035	FEDERAL-SPECIAL ED. BUILDING	7573 West Park Avenue	HOUMA	LA	70360
School	80268	GIBSON ELEMENTARY SCHOOL	6357 S BAYOU BLACK DR	GIBSON	LA	70356
School	80311	GRAND CAILLOU ELEMENTARY SCHOOL	3933 GRAND CAILLOU RD	HOUMA	LA	70363
School	80264	GRAND CAILLOU MIDDLE SCHOOL	2161 Grand Caillou Road	DULAC	LA	70353
NIF	16077180	GREENWOOD MIDDLE SCHOOL FACILITY (Temporary SOUTHDOWN ELEMENTARY – Upper site)	5001 BAYOU BLACK DR.	GIBSON	LA	70356
School	80278	H L BOURGEOIS HIGH SCHOOL	1 RESERVATION DR	GRAY	LA	70359
School	80303	HONDURAS ELEMENTARY SCHOOL	530 GRAND CAILLOU RD	HOUMA	LA	70363

School	80283	HOUMA JUNIOR HIGH SCHOOL	315 SAINT CHARLES ST	HOUMA	LA	70360
School (annex)	203136	JUVENILE JUSTICE COMPLEX	180 Government Street	GRAY	LA	70359
School	80251	LACACHE MIDDLE SCHOOL	5266 HIGHWAY 56	CHAUVIN	LA	70344
School	80317	LEGION PARK ELEMENTARY SCHOOL	710 WILLIAMS AVE	HOUMA	LA	70364
School	80315	LISA PARK ELEMENTARY SCHOOL	6639 LISA PARK AVE	HOUMA	LA	70363
School (annex)	80296	Louis Miller TERREBONNE CAREER AND TECHNICAL HIGH	3051 PATRIOT DRIVE	HOUMA	LA	70363
School	80339	MONTEGUT ELEMENTARY SCHOOL	1137 HIGHWAY 55	MONTEGUT	LA	70377
School	80337	MONTEGUT MIDDLE SCHOOL	138 DOLPHIN DR	MONTEGUT	LA	70377
School	80293	MULBERRY ELEMENTARY SCHOOL	450 COUGAR DR	HOUMA	LA	70360
School	80309	OAKLAWN JUNIOR HIGH SCHOOL	2215 ACADIAN DR	HOUMA	LA	70363
School	80313	OAKSHIRE ELEMENTARY SCHOOL	5459 VICARI DR	HOUMA	LA	70364
School	80336	POINTE-AUX-CHENES ELEM SCHOOL	1236 HIGHWAY 665	MONTEGUT	LA	70377
School	80301	SCHOOL FOR EXCEPTIONAL CHILDREN	105 MOFFET RD	HOUMA	LA	70363
School	80368	SCHRIEVER ELEMENTARY SCHOOL	2052 W MAIN ST	SCHRIEVER	LA	70395
School	80245	SOUTH TERREBONNE HIGH SCHOOL	3879 HWY 24	BOURG	LA	70347
School	80284	SOUTHDOWN ELEMENTARY SCHOOL	<b>1124 SAINT CHARLES ST - new school under construction to open July 2018 for the 2018-19 school year.</b>	HOUMA	LA	70360
School	80286	TERREBONNE HIGH SCHOOL	7318 MAIN ST	HOUMA	LA	70360
NIF	16024036	TPSD AUXILLARY COMPLEX	205 SAINT CHARLES ST.	HOUMA	LA	70360
NIF	16024034	TPSD CENTRAL OFFICE COMPLEX	201 STADIUM DRIVE	HOUMA	LA	70360
NIF	16024037	TPSD INFORMATION TECHNOLOGIES OFFICE	7305 MAIN STREET	HOUMA	LA	70360
School	80252	UPPER LITTLE CAILLOU ELEM SCH	4824 HIGHWAY 56	CHAUVIN	LA	70344
School	80298	VILLAGE EAST SCHOOL	315 LAFAYETTE WOODS BLVD	HOUMA	LA	70363

**Appendix B: Current WAN Circuits**

Location/Site Name	Address	City	Existing Circuit Speed		Current and-Off Type	Proposed New Circuit Speeds
Terrebonne Parish Admin 1	201 Stadium Dr	Houma	1Gbps		Optical	10 Gbps
Terrebonne Parish Admin 2	201 Stadium Dr	Houma	1 Gbps		Optical	N/A
Terrebonne Parish Admin 3	201 Stadium Dr	Houma	1 Gbps		Optical	N/A
Terrebonne Parish Admin 4	201 Stadium Dr	Houma	1Gbps		Optical	N/A
Ellender Memorial High	3012 Patriot Dr	Houma	100Mbps		Optical	1 Gbps
H. L. Bourgeois High	1 Reservation Ct.	Gray	100Mbps		Optical	1 Gbps
South Terrebonne High	3879 Highway 24	Houma	100Mbps		Optical	1 Gbps
Terrebonne High	7318 Main St.	Houma	100Mbps		Optical	1 Gbps
Acadian Elementary	1020 Saadi St	Houma	100Mbps		Electrical	1 Gbps
Andrew Price Alternative	1849 W. Park Ave	Schriever	100Mbps		Electrical	1 Gbps
Bayou Black Elementary	4449 Bayou Black Dr.	Houma	100Mbps		Electrical	1 Gbps
Bayou Cane Adult Education	6484 W. Main St	Houma	100Mbps		Electrical	1 Gbps
Bourg Elementary	4413 St. Andrew St	Bourg	100Mbps		Electrical	1 Gbps
Broadmoor Elementary	1010 Broadmoor Ave	Houma	100Mbps		Electrical	1 Gbps
Caldwell Middle	445 Hwy 311	Schriever	100Mbps		Electrical	1 Gbps
Coteau Bayou Blue Elem	2550 Coteau Rd	Houma	100Mbps		Electrical	1 Gbps
Dularge Middle	621 Bayou Dularge Rd	Houma	100Mbps		Electrical	1 Gbps
East Houma Elementary	222 Connely St	Houma	100Mbps		Electrical	1 Gbps

East St. Alternative	609 East St	Houma	100Mbps		Electrical	1 Gbps
Elysian Fields Middle	700 Hibernia Pl	Houma	100Mbps		Electrical	1 Gbps
Evergreen Jr High	5000 W. Main St	Houma	100Mbps		Optical	1 Gbps
Gibson Elementary	6357 S. Bayou Black	Gibson	100Mbps		Electrical	1 Gbps
Grand Caillou Elementary	6741 Grand Caillou Rd	Dulac	100Mbps		Electrical	1 Gbps
Grand Caillou Middle School	4077 Grand Caillou Rd	Houma	100Mbps		Electrical	1 Gbps
Honduras Elementary	530 Grand Caillou Rd	Houma	100Mbps		Electrical	1 Gbps
Houma Jr High	315 St. Charles St	Houma	100Mbps		Optical	1 Gbps
Juvenile Justice Complex	180 Government Street	Gray	100Mbps		Electrical	1 Gbps
Lacache Middle School	5266 Highway 56	Chauvin	100Mbps		Electrical	1 Gbps
Legion Park Middle	710 Williams Ave	Houma	100Mbps		Electrical	1 Gbps
Lisa Park Elementary	6639 Lisa Park Ave	Houma	100Mbps		Electrical	1 Gbps
Montegut Elementary	1137 Highway 55	Montegut	100Mbps		Electrical	1 Gbps
Montegut Middle	138 Dolphin St	Montegut	100Mbps		Electrical	1 Gbps
Mulberry Elementary	450 Cougar Dr	Houma	100Mbps		Electrical	1 Gbps
Oaklawn Jr High	2215 Acadian Dr	Houma	100Mbps		Electrical	1 Gbps

Oakshire Elementary	5459 Vicari St	Houma	100Mbps		Electrical	1 Gbps
Point Aux Chenes Elem	1236 Highway 665	Montegut	100Mbps		Electrical	1 Gbps
School for Exceptional Children	105 Moffet Rd	Houma	100Mbps		Electrical	1 Gbps
Schriever Elementary	2052 W. Main St	Schriever	100Mbps		Electrical	1 Gbps
Southdown Elementary- NEW	1124 St. Charles St	Houma	<i>Under Construction</i>			1 Gbps
Southdown Elementary Primary	1327 Bayou Dularge Rd	Theriot	100Mbps		Electrical	1 Gbps
Southdown Elementary Upper	5001 Bayou Black	Gibson	100Mbps		Electrical	1 Gbps
TPSB - Auxiliary Services	340 St. Charles St	Houma	100Mbps		Electrical	1 Gbps
TPSB - Info Technologies Office	7305 Main St	Houma	100Mbps		Electrical	1 Gbps
Terrebonne Career and Tech High	3051 Patriot Dr	Houma	100Mbps		Electrical	1 Gbps
Upper Little Caillou Elementary	4824 Highway 56	Chauvin	100Mbps		Electrical	1 Gbps
Village East	315 Lafayette Woods Blvd	Houma	100Mbps		Electrical	1 Gbps
West Park Annex	7573 Park Ave	Houma	100Mbps		Electrical	1 Gbps

**Appendix C: Wide Area Network Service Proposal – Signature Page**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Phone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Primary Contract	E-Rate Eligible Costs		Non-Eligible Costs		Total Costs per Year
Year 1 Total Cost:		+		=	
Year 2 Total Cost:		+		=	
Year 3 Total Cost:		+		=	
<b>Optional Renewals</b>					
Year 4 Total Cost:		+		=	
Year 5 Total Cost:		+		=	

**Submitted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Authorized Representative**

\_\_\_\_\_  
**Type or Print Signature and Title**

## **Appendix D**

### **STANDARD TERMS AND CONDITIONS**

#### **SCOPE**

These Standard Terms and Conditions are part of each Bid, Quote, or Request for Proposal (RFP), and each contract, and apply in like force to contracts for the purchase of personal property and contractual services.

All Bids, Quotes, or Requests for Proposals issued by the Terrebonne Parish School Board will bind the bidder to the terms and conditions set forth herein, except as specifically qualified in a special Bid, Quote, or Request for Proposal and contract terms and conditions issued in connection with an individual Bid, Quote, or Proposal.

#### **DEFINITIONS**

As used herein, as well as in all specifications, Bids, Quotes, or Request for Proposals, awards or contracts issued by the Terrebonne Parish School Board, the following definitions shall apply, unless otherwise indicated:

Agent - Purchasing Agent of the Terrebonne Parish School Board

Bid - The document comprised of an invitation, instructions, and specifications to submit a Bid, Quote, or Request for Proposal for commodities or services.

Bidder - Any individual, firm, or corporation submitting a Bid, Quote, or Proposal

Contract - The acceptance by the Terrebonne Parish School Board of an offer by a bidder to furnish commodities or services

Contractor - Any individual, firm, or corporation to whom a contract is awarded as the result of a Bid, Quote, or Proposal submitted and accepted

Electronic Bid - A Bid, Quote, or Proposal submitted through a uniform and secure electronic interactive bidding system

Bid or Proposal - The offer of a bidder to furnish commodities or services in response to a Bid, Quote, or Request for Proposal (RFP)

School Board - The Terrebonne Parish School Board/Public School System and Sub-Agency of the State Government of Louisiana

Any alleged oral agreement or arrangement made by a bidder or contractor with any employee of the Terrebonne Parish School Board prior to the official award of this Bid, Quote, or Proposal will be disregarded.



## SUBMISSION OF BID/PROPOSAL

1. Bids, Quotes, or Proposals must be submitted on, and in accordance with, all specifications and form(s) supplied in the Bid, Quote, or Request for Proposal package. Pursuant to House Bill No. 610 (Act No. 590) passed in Louisiana's Legislative Regular Session in 2008, the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations and/or collect responses. BidSync.com allows contractors and vendors the ability to respond with an electronic signature through a uniform and secure electronic interactive bidding system. Electronic responses placed on [www.bidsync.com](http://www.bidsync.com) will be accepted as specified in each bid/quote/proposal. Terrebonne Parish School Board accepts no responsibility for any technical failures via BidSync for bid/quote/proposal(s) at any time during the bid process. Electronic responses placed on [www.bidsync.com](http://www.bidsync.com) or the [www.vendorregistry.com](http://www.vendorregistry.com) will be accepted as specified in each bid/quote/proposal. Bidders participating with the BidSync option need to register with BidSync to obtain a user name and password or call Vendor Support at (801) 765-9245. There is a \$100.00 fee to register and receive e-mail or fax notifications of bids and includes the ability to respond electronically, using the required electronic signature, to Terrebonne Parish School Board bid solicitations through the BidSync website. Where applicable, and in all construction projects, an electronic bid bond is also required and must be furnished. The referenced signature and bond are not included in the \$100.00 fee and are available from third party companies. Vendors participating with the vendorregistry.com option through the TPSB website may register, inquire, and/or submit only a quote or proposal that does not require an electronic signature
  
2. Telegraphic or facsimile Bids, Quotes, or Request for Proposals will not be accepted unless specifically stated in the instructions to bidders. When acceptance is so stated in the instructions, the Bid, Quote, or Proposal is to be completed on the form(s) supplied or a copy thereof, completely executed and returned, and received by the Purchasing Agent, no later than the time and date specified for receipt of the Bid, Quote, or Request for Proposal. Forms must have original signatures except when telegraphic, facsimile, or electronic digital signatures are specifically stated as acceptable. Bids must be completed on the original bid form(s) or a copy thereof, signed in ink, and/or where applicable, have a digital signature. Do not send a fax copy of the bid form(s) as the original. The form(s) submitted must have the original signature(s) or an electronic digital signature.
  
3. The time and date the Bids, Quotes, or Proposals are to be opened is given in each Bid, Quote, or Proposal issued. All of the Bids, Quotes, or Proposals shall be submitted electronically, or in a sealed envelope, addressed to the **Purchasing Department, Terrebonne Parish School Board, P. O. Box 5097, Houma, Louisiana 70361, with the envelope plainly marked, "WIDE AREA NETWORK BID"**. Failure to properly mark Bid, Quote, or Proposal properly may subject submittal to

rejection and returned unopened. The name and complete address, including street, city, and state, of the bidder **shall appear** in the upper left hand corner of the envelope. If the Bid, Quote, or Proposal requires a licensed contractor, the Louisiana Contractor's License number shall appear on the front of the envelope. A copy of same may be included with the Bid, Quote, or Proposal. The referenced information should also be included on any outer envelope used for mailing. See Appendix G for specific document submittal instructions

4. Bidders are cautioned to verify their Bid, Quote, or Proposal before submission. Amendments to a received Bid, Quote, or Proposal submitted prior to the specified time for opening by the Purchasing Agent will not be considered. This applies to all Bids, Quotes, or Proposals sent by mail, delivered in person, submitted electronically, as well as telegraphic, and facsimile Bids, Quotes, or Proposals. Bids, Quotes, or Proposals received prior to the time and date of the scheduled bid opening will be securely kept unopened. No Bid, Quote, or Proposal received after the scheduled time for opening will be considered. Bidders are cautioned to allow ample time for transmittal of Bids, Quotes, or Proposals by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or any carrier of delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.
5. All information requested in the Bid, Quote, or Proposal form with regard to each item against which a Bid, Quote, or Proposal is submitted shall be given to constitute a regular Bid, Quote, or Proposal.
6. The Terrebonne Parish School Board reserves the right to select any part of the Bid, Quote, or Proposal or the whole Bid, Quote, or Proposal as well as reject any and all Bids, Quotes, or Proposals in whole or part and to award Bids, Quotes, or Proposals in whole or part as indicated in the Bid, Quote, or Proposal document. Further, the Terrebonne Parish School Board reserves the right to use State or Government contract pricing when it is lower than Bid, Quote, or Proposal prices received.
7. Bids, Quotes, or Proposals may be submitted for all or part of total quantities or for any or all agency requirements listed in the Bid, Quote, or Proposal, **unless otherwise specified** in the Bid, Quote, or Proposal.
8. Alternate Bids, Quotes, or Proposals may be considered, unless specifically indicated otherwise in the Bid, Quote, or Proposal document (See paragraph 62 of this document).

9. Unless qualified by the provision “No Substitute,” the use of a specification, manufacturer, brand, make, or catalog designation in specifying an item does not restrict bidder to that manufacturer, brand, make, or catalog designation identification. This is used simply to indicate the character, quality, and/or performance equivalence for the commodity desired, but the commodity on which Bid, Quote, or Proposal is submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally well as that specified. In submitting a Bid, Quote, or Proposal on a commodity other than as specified, the bidder shall furnish complete data and identification with respect to the alternative commodity proposed. Consideration will be given to Bids, Quotes, or Proposals submitted on alternative commodities to the extent that such action is deemed to serve best the interest of the Terrebonne Parish School Board. If the bidder does not indicate that the commodity proposed is an alternative commodity, it will be construed to mean that the bidder proposed to furnish the exact commodity described.
10. If the bidder proposes to furnish any item of a foreign make or product, the word “foreign”, together with the name of the originating country must be written opposite of such item on the Bid, Quote, or Proposal. All items not so designated will be considered to be of domestic origin.
11. Prices must be extended in decimals, not fractions; to be net, and shall have transportation and delivery charges fully prepaid by the contractor to the destination specified in the Bid, Quote, or Proposal, and subject to only cash discounts.
12. Terrebonne Parish School Board is not subject to State or Terrebonne Parish Sales Tax. All applicable taxes including ad valorem taxes shall be the responsibility of the bidder and are to be added in to the offer. This responsibility shall be inclusive of, but not limited to, all levies, impost, duties, charges or withholding whatsoever, all applicable sales, use, personal property, franchise (howsoever calculated), and other tax whatsoever (together with any penalties and fines thereon) whether assessed, levied, or imposed by any governmental or taxing authority (whether foreign, federal, state, or local) against or upon the bidder or otherwise, with respect to any item(s) or the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, control, or other disposition thereof, of the rents, receipts, or earnings arising therefrom, with respect to any resultant lease or purchase of this Bid, Quote, or Proposal.
13. If there is a discrepancy between the unit price and extension, the unit price shall prevail.

14. All bidders declare that the Bid, Quote, or Proposal is not made in connection with any other bidder submitting a Bid, Quote, or Proposal for the same commodity or commodities, and is in all respects fair, and without collusion or fraud.
15. All Bids, Quotes, or Proposals will be opened, publicly acknowledged, read aloud, and are subject to public inspection. Bidders may be present or represented at all openings. Abstracts of Bids, Quotes, or Proposals received are not prepared for distribution by the Purchasing Department.

### **SAMPLES**

16. All specifications are minimum standards and the acceptable Bid, Quote, or Proposal samples do not supersede specifications for the quality unless the Bid, Quote, or Proposal sample is judged superior, in which case deliveries must have the same identity and quality as the accepted Bids, Quotes, or Proposal sample. Unless specifically requested in the Bid, Quote, or Proposal, samples are not required. These items are preapproved; however, **all bid specifications / requirements must be met** such as – packaging, cutouts, literature, composite analysis, forms, etc.
17. Samples, when required, must be submitted strictly in accordance with instructions included within each Bid/Quote/Proposal. If samples are not required, but determined to be needed, they shall be delivered within seven (7) days following the written request. Samples must be furnished free of charge and may be accompanied by a descriptive memorandum indicating if the bidder desires a return, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples may be returned upon request at the bidder's risk subject to their expense.
18. When the Bid, Quote, or Proposal indicates that an item to be purchased is to be equivalent to a specified brand, make or model, the alternate item offered must be truly equal in quality, character, and performance to that specified. The Terrebonne Parish School Board's agent shall be the sole judge as to whether an alternate offered item is equal to the item(s) specified.

### **EXCLUSION/REJECTION OF BIDS**

19. The Terrebonne Parish School Board, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (not contest) to any of the crimes or equivalent federal crimes listed in LA R. S. Ann. §38:2227.

20. In awarding bids or contracts, the Terrebonne Parish School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, pled guilty or nolo contendere to any state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.
21. Any contract between the Terrebonne Parish School Board and a person or entity entered into as a result, of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.
22. Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

#### **AWARD**

23. Bid, Quote, or Proposal Awards will be to the lowest responsible and responsive qualified bidder, with consideration given to the quality of the articles to be supplied, conformity with specifications, suitability to the requirement of the Terrebonne Parish School Board, and the delivery terms.
24. The Terrebonne Parish School Board reserves the right to award by item, part thereof, groups of items, or parts thereof, or all items of the Bid, Quote, or Proposal, and to award contracts to one or more bidders submitting identical Bids, Quotes, or Proposals as to price; to reject any and all Bids, Quotes, or Proposals in whole or in part for just cause; to waive technical defects, irregularities and omissions, such reservations shall comply with governing laws and shall be in the best interest of the Terrebonne Parish School Board.
25. The Terrebonne Parish School Board reserves the right to make awards within forty-five (45) calendar days from the date Bids, Quote, or Proposals are opened, unless otherwise specified in the Bids, Quotes, or Proposals. During this period, Bids, Quotes, or Proposals shall be withdrawn unless the bidder distinctly states in his/her Bid, Quote, or Proposal that acceptance thereof must be made within a shorter specified time. Should an award, in whole or in part, be delayed beyond the period of forty-five (45) calendar days or an earlier date specified by the bidder in the bid/quote/proposal, such award shall be conditioned on an agreement by the successful bidder to extend the Bid, Quote, or Proposal award for one or more thirty (30) calendar day periods.
26. The bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Bid, Quote, or Proposal.

27. The quantities listed in the Bid, Quote, or Proposal schedule may be increased or decreased by the Purchasing Agent to meet new or amended requirements of the Terrebonne Parish School Board between the time the Bid, Quote, or Proposal is issued and the time the award is made, subject to the bidder's acceptance.
28. Preference will be given to commodities produced, assembled, or manufactured in the State of Louisiana in accordance with state statutes. It shall be the responsibility of the bidder to declare any preference eligibility for any item(s) submitted with a Bid, Quote, or Proposal. Bids, Quotes, or Proposals being equal, preference will be given to resident bidders of Terrebonne Parish.
29. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder except in the case of tie Bids, Quotes, or Proposals and then, only provided such discount is based on payment of invoice not less than thirty (30) days after satisfactory delivery and/or receipt of invoice, whichever is later.
30. The Terrebonne Parish School Board reserves the right to reject the Bid, Quote, or Proposal of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation.
31. **The apparent low bidder shall furnish the certificate of insurance and any other information or documentation no later than ten (10) days after notification by Terrebonne Parish School Board of such. If the apparent low bidder does not submit the proper information or documentation as required within the ten-day period, such bidder shall be declared non-responsive, and Terrebonne Parish School Board may award the bid to the next lowest bidder, and afford the next lowest bidder ten (10) days from the date the apparent low bidder is declared non-responsive to submit the proper information and documentation as required by the bidding documents, and may continue such process until Terrebonne Parish School Board either determines the low bidder or rejects all bids.**

### **CONTRACT**

32. Each Bid, Quote, or Proposal will be received with the understanding that the **ACCEPTANCE** in writing by the school board agent of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the Terrebonne Parish School Board, which shall bind the bidder to furnish and deliver the commodities or services at the prices given and in accordance with conditions of said accepted bid/proposal, specifications, standard bid/proposal contract terms and conditions, and the Terrebonne Parish School Board, on its part to order from such contractors, except for causes beyond

reasonable control, subject to the availability of appropriate funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The school board reserves the right to order up to ten (10) percent more or less, than the quantity listed in the bid/proposal or as amended in the award. The right of order percentage may exceed the reserved right of the ten percent upon agreement by the bidder.

The above referenced *ACCEPTANCE* is not an order to shop. By acceptance of a purchase order, the awarded vendor agrees to defend and hold harmless the Terrebonne Parish School Board from any or all claims made in connection with the completion of the goods and/or services listed on the purchase order. The vendor further agrees to waive any right of recovery for expenses incurred in defending and/or payment of any judgment imposed on the vendor.

33. Quantities are subject to order against contractors by school agencies not specifically mentioned, or to transfer between agencies subject to adjustment in the transportation cost, providing such transportation cost is based on separately determined delivery cost to individual agencies or as defined by law.
34. No alterations or variations of the terms of contract shall be valid or binding upon the Terrebonne Parish School Board unless made in writing and signed by their agent.
35. Contracts will remain in force for the full period specified and until all articles ordered before date of termination shall have been satisfactorily delivered and/or accepted (and thereafter until all terms and conditions have been met), unless:
  - A. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
  - B. Extended from written authorization of the agent and accepted by contractor to permit ordering of unordered balances or additional quantities at contracted price and in accordance with contract terms.
36. Contract quantities will be determined to have been ordered at expiration period according to contract terms. Contractor shall furnish the agent with a statement of all unordered balances at least ten (10) days prior to termination of contract.
37. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or his/her right, title, or interest therein, or his/her power to execute such contract to any other person, firm or corporation, without the prior written consent of the agent.

38. The placing in the mail to the address given in the Bid, Quote, or Proposal or delivery of a notice of award to a bidder will constitute notice of acceptance of contract; **validity shall be contingent upon insurance compliance, as per bid specifications**. (Reference 44. H.) When so requested, by the Agent, the contractor shall execute a formal contract with the Terrebonne Parish School Board for the complete performance specified therein.
39. **The contract may be canceled or annulled by the Agent** if the Terrebonne Parish School Board, due to budget constraints, does not appropriate funding for the contract or upon nonperformance of contract terms. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.
40. Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the agent, or failure to make replacement of rejected commodities when so requested (immediately or as directed by the Agent) will constitute authority for the Agent to purchase rejected on undelivered commodities in the open market. The Agent reserves the right to authorize immediate purchase in the open market against rejections or excess overdue deliveries on any contract when necessary. On all such purchases, the contractor agrees promptly to reimburse the Terrebonne Parish School Board for excess costs associated by such purchases. However, should public necessity demand it, the Terrebonne Parish School Board reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
41. When commodities are rejected, they must be removed by the contractor from the premises of the school board within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered abandoned, and the Terrebonne Parish School Board shall have the right to dispose of them as its own property.
42. Orders with contractors will be placed by agencies directly with the contractor. All orders shall be in writing and shall bear the contract number and/or purchase order number, and approval of the Terrebonne Parish School Board's Agent. Contractors making a delivery without a formal written order does so at his/her own risk.
43. The Agent reserves the right to remove from the mailing list for an intermediate period for future Bids, Quote, or Proposals the name of any bidder/contractor for failure to accept the contract and/or for unsatisfactory performance of the contract.



44. Contractor/Bidder hereby guarantees to:

- A. Perform the contract in accordance with the Bid, Quote, or Proposal specifications and vendor's Bid, Quote, or Proposal under which the contract was awarded.
- B. Save the Terrebonne Parish School Board, its agent, or employees harmless from liability of any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature, including costs and expenses for the use of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee, but not by way of limitation, attorney's fees, and court costs arising out of bodily injury to persons, including death or damage to tangible property, arising out of or incidental to the performance of this Bid, Quote, or Proposal (including goods and services provided thereto) by or on behalf of the successful bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed the indemnitee: The Terrebonne Parish School Board, its board members, agents, and employees.
- C. Guarantee his/her products against defective material or workmanship, and to repair, or replace any damage or marring occasioned in transit.
- D. Guarantee that the items offered are the manufacturer's standard design in construction, and that no changes or substitutions have been made in the items listed in this contract.
- E. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he/she or his/her employees are responsible, to the premises or equipment, to his/her own work or to the work of other contractors.
- F. Pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules, and regulations of the city, town, and parish in which the installation is to be made, and of the State of Louisiana.
- G. At bidder's own expense, carry proper insurance to protect the Terrebonne Parish School Board from loss. All insurance policies shall be issued by companies that have insurance licenses and authority to do business in the State of Louisiana and held in good standing by the latest information available to Louisiana Insurance Regulators or other Louisiana agencies, if any, performing such services.
- H. Upon request, provide Terrebonne Parish School Board's insurance agent with a certificate(s) to verify insurance coverage as required (See Attached Insurance Requirements). **Such certificate must be presented before any contract**

**acceptance by the Terrebonne Parish School Board shall be valid.** Neither approval nor failure to disapprove the insurance furnished by the successful bidder to the Terrebonne Parish School Board shall relieve the successful bidder of the responsibility to provide insurance as required in this Bid, Quote, or Proposal.

- I. The General Contractor shall be responsible, daily, for assuring that all of the Contractors' staff and employees, and any subcontractors' staff and employees, are legally documented to work in the United States of America and the State of Louisiana while working on Terrebonne Parish School Board projects and/or properties. The General Contractor shall be responsible for assuring that there is an English speaking Supervisor on site while working on Terrebonne Parish School Board projects and/or properties.

### **DELIVERY**

45. It shall be understood and agreed that any or all commodities or services furnished comply fully with all applicable federal and state laws and regulations.
46. Any equipment delivered must be standard new equipment and latest model, except as otherwise stated in the specifications. Where any, part, or normal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
47. Equipment, materials, and supplies delivered must be new and unused items, except as otherwise specifically state in Bid, Quote, or Proposal.
48. Delivery must be made as ordered and in accordance with Bid, Quote, or Proposal. If no delivery instructions appear on the order, it will be interpreted to mean prompt delivery and **if shipped by freight shall be FOB tailgate delivery, unless otherwise specified.** The decision of the Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.
49. Any request for extension of time of delivery from that specified must be approved by the Agent, such extension applying only to the particular item or shipment.
50. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing, sacks, or pallets. Shipping containers are to remain the property of the school board unless otherwise stated in the Bid, Quote, or Proposal.
51. Contractor should maintain an adequate supply of items in order to meet specified delivery.

### INSPECTION AND TESTING

52. The inspection of all commodities and the making of chemical and physical tests of samples submitted with Bids, Quotes, or Proposals, and samples of deliveries to determine, whether or not the specifications are being complied with shall be made in the manner prescribed by the Agent.
53. Any item which fails, in any way, to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Agent shall be final.

### INVOICES

54. Invoices will be submitted by the contractor to the Terrebonne Parish School Board and the invoice shall refer to the delivery ticket number, delivery date, purchase order, and/or release number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor **in triplicate** directly to the accounting department of the using agency. If applicable, invoices shall show the amount of state tax, parish tax, the cash discount; and shall be submitted on the contractor's own invoice.

### PAYMENT

55. Payment is normally made 15-30 days from receipt of an approved and correct invoice.
56. Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required will be withheld. In the event a cash discount is involved, the withholding of payment as provided herein shall not deprive the Terrebonne Parish School Board from taking such discount.
57. Payment will be made only after presentation of an approved invoice to the finance department. All invoices shall be sent directly to the Terrebonne Parish School Board and inquiries regarding the status of unpaid invoices shall be likewise directed to the finance department.
58. All charges against a contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the contractors shall pay the Terrebonne Parish School Board, on demand, the amount of such charges. All remittances shall be made payable to the Terrebonne Parish School Board.
59. Payment for the unused portion of an inferior delivery will be made by the Terrebonne Parish School Board on an adjusted price basis determined by the agent.

### **SAVING CLAUSE**

60. It is understood and agreed that the contractor shall not be held liable for any loss resulting if the fulfillment of the terms of the contract, shall be delayed or prevented by wars, acts of public enemies, strikes, fire, floods, acts of God, or any other acts not within the control of the contractor and which by exercise or reasonable diligence.
61. Should the performance of any contract be delayed or prevented as set forth in the previous paragraph, the contractor agrees to give immediate written notice and explanations of the cause and probable duration of any such delay.
62. It shall be a requirement of the Terrebonne Parish School Board that any contracted vendor currently employing a person convicted of a sex offense as defined in Louisiana R.S. §15:541 when the victim is under the age of thirteen years shall not permit same employee to enter any Terrebonne Parish School Board property for the purpose of fulfilling work order or delivery of active contract. Violation of this provision shall be cause for immediate termination and/or cancelation of any contract or agreement with contracted vendor.

### **DEVIATION/ALTERNATIVE BID/PROPOSAL CLAUSE**

63. Any deviation from the specifications listed in the Bid, Quote, or Proposal must be noted in detail and submitted in writing as specified or on a separate document with the Bid, Quote, or Proposal. It must include specific reasons as to why the deviation(s) will render equivalent or better performance and reliability. The deviation(s) must meet or exceed the details of the respective specifications(s). The absence of this specification deviation information will hold the bidder strictly accountable to the specifications as written. Failure to submit documentation of specification deviation shall be grounds for rejection of the item(s) when offered for delivery. A Terrebonne Parish School Board evaluation committee will review all deviations or alternates and reserves the right to be the sole authority for acceptance or rejection of deviations and/or alternate Bid, Quote, or Proposal.

### **BID/PROPOSAL FORM COMPLETION**

64. Only paper Bids, Quotes, or Proposals written in ink or typed, and properly signed by a member of the firm or duly authorized representative will be accepted. Pencil figures, signatures, or photo copies of signatures on the Bid, Quote, or Proposal form submitted will disqualify the bidder. Do not submit a photo copy as an original Bid, Quote, or Proposal unless otherwise specified. Electronic digital signatures will be accepted only if specified.

### **ERASURES**

65. The Bid, Quote, or Proposal submitted must not contain any erasures or corrections unless each correction is initialed by the person or persons signing the Bid, Quote, or Proposal in the margin immediately opposite the correction.

### **WARRANTIES**

66. If specific warranties on equipment, vehicles, supplies, and materials specified are not required, they are to be standard manufactures and/or dealer's warranties. If full warranty is specified, it shall include parts, labor, and all other associated cost. Warranty shall be for all components of the related item, i.e. warranty on computer system shall include all components including, but not limited to, base processing unit, keyboard, mouse, monitor, speakers, drives, etc. With regard to a lease, to the extent permitted by law and contract, the successful bidder will assign and pass through without representation to Terrebonne Parish School Board the benefits of warranties, if any, of the supplier of the items for the duration of any lease in effect and there exist with no event of default thereof.

### **BID/QUOTE/PROPOSAL RESPONSE**

67. In the event you cannot submit a response on the requirements, please return the request for Bid, Quote, or Proposal form with an explanation as to why you are unable to submit an offer. Also, please state whether you would like to receive future Bid, Quote, or Proposal bid packets, and include the correct address that will receive the Bid, Quote, or Proposal bid packet.

### **VENUE AND JURISDICTION FOR LITIGATION**

68. Bidders and the Terrebonne Parish School Board do consent to and accept the venue and jurisdiction of the 32nd Judicial District, Parish of Terrebonne, State of Louisiana in the event of any dispute or lawsuit arising as a result of this request for bids or proposals and any contract entered into or between bidder and Terrebonne Parish School Board as a result thereof.

### **INELIGIBILITY NOTIFICATION**

69. Bidders must advise the agent if he/she or his/her principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transactions resulting from the award of this Bid, Quote, or Proposal by any federal department or agency.

### **INQUIRIES**

70. Questions regarding these standard terms and conditions should be addressed to the Terrebonne Parish School Board's Purchasing Agent at P.O. Box 5097, Houma, LA, 70361.

**SOLICITATIONS FROM SMALL, MINORITY OR WOMEN'S BUSINESSES**

71. Terrebonne Parish School Board encourages small business, minority owned business, and women owned businesses to participate in the bid process.

## Appendix E

### ***INSURANCE REQUIREMENTS FOR VENDORS, SERVICE CONTRACTORS, OR PROFESSIONAL SERVICES***

The required insurance shall be approved by the Terrebonne Parish School Board before any site work may commence.

#### **I. Workers Compensation**

- A. Limit of Liability
  1. Coverage A - Statutory requirements
  2. Coverage B - \$ 500,000 Employer's liability
- B. Endorsements
  1. USL&H
  2. Waiver of Subrogation in favor of the Terrebonne Parish School Board
  3. 30 day notice of cancellation

#### **II. Comprehensive General Liability**

- A. Limits of Liability
  1. Premises / Operations - \$1,000,000 per occurrence (BI & PD)
  2. Products / Completed Operations - \$ 1,000,000 per Occurrence (BI & PD)
  3. General Policy Aggregate (if applicable) - \$2,000,000
  4. Personal Injury - \$ 1,000,000 per occurrence
- B. Endorsements
  1. Explosion, collapse and underground (if applicable)
  2. Contractual
  3. Independent contractors
  4. Medical payments
  5. Broad from CGL Endorsement
  6. Terrebonne Parish School Board named as "Additional Insured"
  7. Waiver of Subrogation in favor or the Terrebonne Parish School Board
  8. Pollution exclusion removed for "Sudden & Accidental" (Fuel, oil, lube, & chemical vendors)
  9. 30 day Notice of Cancellation

#### **III. Automobile Liability**

- A. Limit of Liability
  1. Combined single limit - \$1,000,000 each accident
- B. Endorsements
  1. Hired automobile liability
  2. Non-ownership liability
  3. Terrebonne Parish School Board named as "Additional Insured"
  4. Waiver of Subrogation in favor of the Terrebonne Parish School Board
  5. 30 day notice of cancellation

#### **IV. Other Requirements**

- A. Suitable coverage may be required if special conditions or exposure exist.  
(i.e., Marine coverage, Property exposures)
- B. Current insurance certificate shall be on file with the Terrebonne Parish School Board and accepted by the Risk Manager.
- C. All policies are required to be on occurrence form basis, except those generally written ONLY on claims-made forms. (i.e., Professional, Errors & Omissions, etc.)

## Appendix F: Circuit Costs Worksheet

Circuit Speed	Monthly Cost per Circuit *	Other Fees (not E-Rate Eligible)	Total Costs per month	Number of Circuits Planned	Cost per Month (extended)	Cost per Year (extended)
1 Gbps over 1 Gbps		= 0	x	43	= 0	0
10 Gbps over 10 Gbps		= 0	x	1	= 0	0
Additional 10 Gbps***		= 0				
1 Gbps over 10 Gbps		= 0				
2 Gbps over 10 Gbps		= 0				
3 Gbps over 10 Gbps		= 0				
4 Gbps over 10 Gbps		= 0				
5 Gbps over 10 Gbps		= 0				
6 Gbps over 10 Gbps		= 0				
7 Gbps over 10 Gbps		= 0				
8 Gbps over 10 Gbps		= 0				
9 Gbps over 10 Gbps		= 0				
<b>Totals</b>				<b>44</b>	<b>\$ -</b>	<b>\$ -</b>

ANNUAL COSTS
Year 1
Year 2
Year 3
Year 4
Year 5
TOTAL COSTS

Annual Circuit Costs (E-Rate eligible)	** Other Fees (not E-Rate Eligible)	Total Costs
	+	\$0.00
	+	\$0.00
	+	\$0.00
	+	\$0.00
	+	\$0.00
\$0.00	+	\$0.00

\* Monthly cost of circuits for all E-Rate eligible costs

\*\* Annual Cost for all costs and fees that are not E-Rate Eligible

\*\*\* Please indicate if you intend to deliver additional 10 Gbps circuits or a fractional higher speed circuit as a Central Office upgrade path



## **Appendix G: Document Submittal Instructions**

All bid submissions whether delivered in person, or delivered by US Mail, FedEx, UPS, or other carrier, must be properly labeled.

All bids must be in a sealed envelope and must be labeled as follows:

<p>Your Return Address</p> <p>Purchasing Department Terrebonne Parish School Board P. O. Box 5097 Houma, LA 70361</p> <p>WIDE AREA NETWORK BID</p>
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### **Delivery by US Mail**

Sealed bid submissions may be delivered by US Mail in a properly sealed envelope containing the bid.

### **Delivery in Person or by Commercial Delivery Carrier**

When sealed bid submissions are shipped in an envelope or box through a commercial carrier like UPS or FedEx, the properly sealed envelope containing the bid must be enclosed.

When a shipping envelope or box is used, the exterior shipping envelope or box shall be addressed as follows:

Terrebonne Parish School Board  
Purchasing Department  
340 St Charles Street, Building 3  
Houma, LA 70360  
ATTENTION: WAN SEALED BID ENCLOSED