



INTERNET ACCESS
Olton Independent District

BEN # 210427

EVENT CALENDAR

DESCRIPTION	DATE AND TIME	PLACE
RELEASE RFP	OCTOBER 25, 2024	EPC PORTAL / HTTPS://WWW.OLTONISD.NET/
QUESTIONS AND ANSWERS	Opens OCTOBER 25, 2024, 4:00 PM (CST)	EMAIL: Kristi Hayes at Kristi@ecserate.org
QUESTIONS AND ANSWERS	Closes NOVEMBER 8, 2024, 4:00 PM (CST)	Posted in EPC and Olton Website
PROPOSAL SUBMISSION DEADLINE	DECEMBER 9, 2024, 2:00 P.M. CST	Olton ISD Olton ISD ShareFile

OLTON ISD reserves the right to reject any proposals and to waive any defect or clerical error in any Bid Proposal Package, as in the interest of the OLTON ISD.

Entity Name	Street Address
Olton ISD Admin Building	701 6 th Street Olton Texas 79604
HP Webb Elementary	810 Avenue G Olton Texas 79064
Olton Junior High	800 Avenue G Olton Texas 79064
Olton High	710 Avenue G Olton Texas 79064
Transportation Barn	913 7 th Street Olton Texas 79064
Maintenance Building	814 7 th Street Olton Texas 79064
Football Field	703 Avenue J Olton Texas 79064

**E-Rate Proposal for
Internet Access Services**

NOTICE TO BIDDERS

Olton ISD, located in Olton, Texas, is seeking proposals for Internet Access. The district is requesting pricing for a Dedicated Symmetrical Fiber-connected internet service and Asymmetrical cable modems delivered to each District location listed in the table above. The district is currently using a single 1Gbps fiber-connected internet service. They are looking for all options available for connectivity to each address. Due to increased demand that will support security and end-user devices, the district needs to upgrade from its existing level of service. The district may choose to stay with one connection after the review of the bids received. The district requests pricing for 1, 2, 5, and 10 GIG speeds.

Proposals must be received no later than:

DECEMBER 9, 2024, at 2:00 PM (CST)

Internet Access

TABLE OF CONTENTS

A. GENERAL TERMS AND CONDITIONS 5

B. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS 6

C. SERVICE PROVIDER ACKNOWLEDGEMENTS 7

D. STARTING SERVICES/ADVANCED INSTALLATION 8

E. INVOICING 8

F. OLTON ISD E-RATE INFORMATION 9

G. CONTRACT TERMS 9

H. INTERNET SPECIFICATIONS 9

I. BASIS OF SELECTION 10

J. EVALUATION MATRIX 11

K. RFP CONSIDERATIONS 11

L. SUBMITTAL INFORMATION..... 12

M. Symmetrical Fiber INTERNET PRICING FORM 14

N. Asymmetrical Fiber INTERNET PRICING FORM 16

A. GENERAL TERMS AND CONDITIONS

TERMS	DEFINITION
ADDENDUM	A Document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSALS. All applicable Addendums will be uploaded to the E-Rate Portal (EPC).
AGREEMENT	A contract the District has agreed upon and signed is sometimes a letter of award, purchase order, or other legally binding Agreement.
BEST AND FINAL OFFER (BAFO)	The DISTRICT reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible to being selected for an award. If the BAFO process is undertaken, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. In addition, the BAFO negotiation may assist the DISTRICT in comparing proposed solutions and obtaining the most cost-effective pricing from the Proposers. The evaluation criteria for a BAFO will be the same as those used in the initial assessment.
BID	The Vendor's response to the Request for Proposals is considered a bid.
CONFLICT OF INTEREST	A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award and one or more personal, business, or financial interests or relationships exist that would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting on behalf of the DISTRICT.
CONTRACT AWARD	The acceptance of a Quote, Bid, Proposal, or Offer; a Purchase Order, Contract Agreement, or other formal notification of award issued by an authorized official of the DISTRICT. The term 'contract award' refers to formally notifying the Vendor that they have been selected as the supplier for a particular contract.
CONTRACT TERM	The time a Contract will be available for use by the District. Voluntary extensions may be available as an option to extend the contract term. Individual annual extensions may be combined in the same year if a lower price is offered to exercise multiple extensions simultaneously. All contracts will begin on July 1 and end on June 30 unless stated in the Request for Proposals. The District may revise the length of the Agreement before an award.
DEFAULT BY CONTRACTOR	The DISTRICT shall hold the bidder(s) responsible for any damage that may be sustained due to failure to comply with any terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails to deliver services and prices as outlined in the proposal or fails or neglects to comply with the terms of the RFP. In that case, the DISTRICT may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, whether or not the contract is canceled in whole or in part. The DISTRICT may consider the second winner or re-advertise all services.
INVOICES AND PAYMENTS	All vendors submitting proposals must agree to invoice the DISTRICT their monthly discount obligation portion and then send a Service Provider Invoice (SPI) to USAC for the eligible share unless otherwise stated in the RFP. Invoices must show the Funding Request Number (FRN) for each service, the total monthly cost, the discount portion owed by DISTRICT, and the amount billed to USAC.
NOTICE OF INTENT AWARD	An email will inform the Vendor that a Contract has been awarded based on its Solicitation Response. The finance committee, District board, and other authorizing bodies sometimes must approve the final Agreement.

Olton ISD INTERNET ACCESS
Request for Proposal

MONTH-TO-MONTH SERVICE	A service that can be canceled with 30 days prior notice.
PRICE AND FEES LOWEST CORRESPONDING PRICE (LCP)	Prices should be typed and shown on the sample price form for each item in one quantity. The DISTRICT is exempt from all state taxes and local taxes. The price should include any port charges and other items. All additional fees must be fully explained and listed on the sample pricing forms. If fees such as Federal Access Recovery fees are required, an estimate must be disclosed. NO FEES SHALL BE ADDED TO A MONTHLY BILL UNLESS INCLUDED IN THE RESPONSE. Additionally, the DISTRICT requires ALL E-Rate ineligible fees to be listed separately (e.g., fees, monitoring, Admin). Prices not listed in the bid response will not be considered for payment. If the prices of the items bid (LCP) decrease during the contract period, the DISTRICT will be charged a corresponding cost reduction on the balance of the services as long as the lower prices are in effect. At no time shall the rates charged to the DISTRICT exceed the prices bid.
TERMINATION OF AGREEMENT OR SERVICES	The DISTRICT may terminate agreements or services upon giving thirty days' advance written notice of intent to terminate the contract for a good cause (e.g., failure to deliver services, closure or merger of a site, failure to comply with the conditions and specifications within the RFP).
ENTITY TYPES	The E-Rate Program identifies eligible locations by entity classifications. The classifications are DISTRICTS, ANNEXES, and NON-INSTRUCTIONAL FACILITIES (NIFS). The Department of Education must recognize an E-Rate-eligible DISTRICT as meeting the statutory definition of an elementary and/or/secondary District. An ANNEX is considered a second campus to an eligible District (e.g., alternative Districts, career education centers). A NON-INSTRUCTIONAL FACILITY (NIF) is a building without classrooms that meets the E-Rate definition as having an "educational purpose" to support the Districts (e.g., District board office, data centers, food service office)

B. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

1. The eligibility for discounts on eligible services is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Districts and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which the Act established. The discount amount is based on the number of students receiving free and reduced-price meals or verified Community Eligibility Provision (CEP) data.
2. All service providers are required to retain receipt and delivery records relating to pre-bidding, bidding, contracts, the application process, invoices, service provision, communications about this RFP, and other matters relating to the administration of universal service for at least ten years after the last day of services.
3. The current document retention requirements can be located at [USAC Document Retention](#).

4. For example, if a service provider provides recurring Internet access or Private Intrastate circuits to OLTON from funding Years 2025-2030 and the services remain in effect for the term of the contract, the service provider must retain all records on this transaction until 15 years (10 + 5 years).

C. SERVICE PROVIDER ACKNOWLEDGEMENTS

5. The Service Provider acknowledges that the products and services specified in this document will only be allowed with prior written approval from OLTON ISD.
6. A USAC service substitution approval or Global Service Substitution must be approved by USAC and comply with all specifications in the Request for Proposal.
7. If the vendor changes a Service Provider Identification Number (SPIN), OLTON ISD must be notified in writing before filing Form 471.
8. The Service Provider acknowledges that the pricing submitted in the proposal is the lowest corresponding price (LCP) under § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to OLTON ISD being charged more than the lowest price. Unless otherwise explained in the response, the geographical area will be defined as the vendor's footprint within Texas. Vendors not submitting the LCP in response to this RFP may be disqualified from bidding.
9. This offer fully complies with USAC's Free Services Advisory. No free services that would predicate an artificial discount and preclude OLTON ISD from paying its proportionate non-discounted share of costs are offered. The service provider agrees to provide substantiating documentation to support this assertion should OLTON ISD, USAC, or the FCC request it.
10. The Service Provider agrees to file the Annual Service Provider Certification (SPAC) required by the E-Rate program and abide by all E-Rate program rules as codified by the Federal Communications Commission (FCC). If the vendor does not have a current SPAC when Form 471 is filed, the District reserves the right to cancel the contract and offer the services to the second winner.

D. STARTING SERVICES/ADVANCED INSTALLATION

11. The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. The “effective date” of the contract is July 1, 2025, and E-Rate-eligible goods and services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025).
12. Category 1 services (Telecommunication Services and Internet access) will begin on July 1 of a funding year. Therefore, the service provider may need to undertake some installation work before the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered while the associated Category 1 services begin. That is, if services start on July 1, then the delivery of service provider infrastructure necessary for those services can also be considered as delivered on July 1.

E. INVOICING

13. 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 Form 474 Service Provider Invoice (SPI), or OLTON ISD may decide to use the BEAR method.
14. OLTON ISD will only be responsible for paying its non-discounted share of the costs if OLTON ISD opts to use the SPI.
15. Upon successfully receiving or posting a Funding Commitment Decision Letter in the Data Retrieval Tool (DRT), OLTON ISD agrees to file a timely Form 486.
16. Alternatively, should OLTON ISD decide that it is in the best interest of OLTON ISD to file a Form 472, OLTON ISD will inform the Service Provider of its intent. 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 promptly, OLTON ISD will only be responsible for paying its non-discounted share. When the vendor files an SPI and misses a deadline, improper billing, or fails to comply with the rules, the District shall not be responsible for loss of revenue.

17. The vendor cannot invoice for work not performed or for products (or equivalents) NOT included in this RFP or listed in the contract.
18. E-Rate requires a fair and open competitive bid process. That is why **ALL fees and taxes** MUST be included in the price. The District seeks to compare prices fairly, and over the past years, some vendors have randomly applied unexpected fees, which is different from a fare comparison of the original cost. This RFP is part of the contract and is considered a legally binding agreement, along with the contract. An applicant may cancel the current contract if the vendor's price randomly applies fees not provided in the original RFP.

F. OLTON ISD E-RATE INFORMATION

19. OLTON ISD is a rural independent District located in Olton, Texas, and the E-Rate discount for Category 1 Services is 90%.

G. CONTRACT TERMS

20. Olton ISD is seeking a 36-month contract with two voluntary extensions that do not exceed 60 months.

H. INTERNET SPECIFICATIONS

21. OLTON ISD seeks pricing for (5) circuits of dedicated fiber-connected symmetrical Internet Access with speeds ranging from 1 to 10GBPS. The district is also requesting pricing for asymmetrical internet service with pricing for speeds of 100 to 1GBPS. A single 1 GIG fiber-connected circuit currently supports OLTON ISD. The district is exploring options that will allow the increased demand to be balanced between all sites. The solution may require both fiber and copper. Please see the service request grid on page 2. All offers must include all costs associated with delivering the service to the applicant, including but not limited to installation charges, special construction costs, and a leased managed router (if available), plus any other related charges. The vendor must identify all taxes and fees within the bid as separate costs, as E-Rate requires a fair and open bidding process. All

routers and/or firewalls must be listed as a “single item charge” bundled with the cost of the internet. All bids submitted with separate itemized costs will be scored accordingly.

22. All Network outage resolutions should be coordinated with OLTON ISD technical staff. OLTON ISD expects a 99.9% uptime for Internet access. Redundancy is not allowable under the E-Rate rules. Redundancy is often explained as an E-Rate request for the same service, with the same functionality, delivered simultaneously to the same users at the same time, day, and date.
23. Vendors must include a detailed explanation of their natural disaster network recovery plan. Explain the steps and resources available to ensure OLTON ISD will have Internet Access with minimal disruption of services during natural disasters and other unexpected events such as power outages.
24. The vendor must provide easy access to the help desk and repair services. A straightforward, documented procedure must be defined for severe problem escalation with appropriate response times delineated in the proposal. The vendor will provide critical alerts to OLTON ISD Technical Contacts via email and notification of service outages via telephone, along with status and estimated restoral time (ETR). This alert service will be maintained for the duration of the contract. Vendors are encouraged to fully explain in their proposal the alert system being offered and the technical response procedures.
25. The goal is to have fully operational fiber Internet connectivity by July 1, 2025. “Fully operational” is defined as error-free network Internet Access at the specified CIRs, delivered to OLTON ISD without failures for at least 72 hours before July 1, 2025. Vendors must be able to provide certification reports of CIR, jitter, latency, and interface error metrics for OLTON ISD.

I. BASIS OF SELECTION

26. No commitment will be made to select a vendor’s solution(s) solely based on cost; however, cost is awarded more points than other factors. Selection will be made on a combination of factors. OLTON ISD requests information within the proposal to help the

scoring committee understand the vendor’s experience and references, implementation plan, price, and other customer satisfaction and conformance specifications contained in this Request for Proposal.

J. EVALUATION MATRIX

27. The criterion to be used by the committee in the evaluation process is as follows:

OLTON ISD reserves the right to include a Round 1 and Round 2 scoring of proposals—the same scoring criteria were used during this process. The top vendors in the Round 2 evaluation then proceed to an additional level of due diligence, which may include a BAFO process.

Weight	Criteria
40	E-Rate eligible recurring and one-time circuit costs
20	References
15	Prior Experience
15	The proposal meets the demand defined in the RFP.
10	Ability to provide services by July 1
Total 100	

K. RFP CONSIDERATIONS

28. **General—Failure to obtain the RFP following procedures or obtaining the RFP with insufficient time to respond adequately** will not be accepted as a mitigating circumstance and will not result in granting special considerations or waivers. Failure to complete all enclosed forms as required may result in disqualification.

29. **Addenda** – If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be posted in the E-Rate Productivity Center (EPC) portal. All addenda and changes shall be made in writing and posted by OLTON ISD. No oral statements by any OLTON ISD employee shall constitute a change or addenda to the RFP, the Project documents, or any

project requirement.

30. **Disposition of Response** – All materials submitted in response to the request will become the property of OLTON ISD and be returned only at OLTON ISD's option and at the Vendor's expense. The master copy shall be retained for official files and become a public record. However, confidential financial information submitted in support of the requirement to show the Vendor's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.
31. The successful Vendor must be able to participate fully in the E-Rate program billing requirements and receive reimbursement from the District and Libraries Division (E-Rate) for OLTON ISD's E-Rate funding commitment.

L. SUBMITTAL INFORMATION

Proposals must be submitted by the deadline for guaranteed inclusion in the evaluation. Proposals should be uploaded to the following ShareFile link:

[Proposal Submission Link](#)

All uploaded proposals shall cite the **vendor's name, applicant's name**, and the associated **Form 470 number** and be uploaded as a **SINGLE PDF UPLOAD**. Example: **VENDOR NAME – District NAME – 470 Number**

Proposals must include **all** the costs related to providing service, including but not limited to:

- monthly service fees
- managed router/modem lease fees – if Category one, this must be bundled into the price
- one-time construction, installation, and connection charges
- estimated taxes, fees, and surcharges

Proposals that do not provide definitive costs for the services requested (including recurring and one-time charges) will be considered non-responsive and will not be included in the evaluation.

Proposals that include generic/encyclopedic price lists will be considered non-responsive and not included in the evaluation.

Proposals requiring applicant-owned hardware to function must provide specifications and, if available, an estimated cost for the necessary hardware.

Proposals should include the service provider's terms and conditions.

Proposals shall include the service provider identification number (SPIN)

Proposals submitted after the bid submission deadline will be considered non-responsive and will not be included in the evaluation.

Availability of Funds – OLTON ISD's obligation herein is contingent upon OLTON ISD receiving the maximum funding commitment allowed by the Universal Service Fund through the "E-Rate" program. No legal liability on the part of OLTON ISD for payment of any money shall arise unless and until funds are made available for this procurement through the "E-Rate" Program.

Equal Opportunity – It is the policy of OLTON ISD 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 Vendor(s) agrees to comply with applicable Federal and Texas laws, including the Texas Fair Employment & Housing Act. In addition, the successful Vendor(s) agrees to require compliance by all subcontractors employed on the job by them.

M. Symmetrical Fiber INTERNET PRICING FORM

SITE NAME	BANDWIDTH	INELIGIBLE COSTS	ONE-TIME CHARGE	MONTHLY COST
701 6 th Street, Olton, TX 79064	1 GIGS			
701 6 th Street, Olton, TX 79064	2 GIGS			
701 6 th Street, Olton, TX 79064	5 GIGS			
701 6 th Street, Olton, TX 79064	10 GIGS			
810 AVE. G, Olton, TX 79064	1 GIGS			
810 AVE. G, Olton, TX 79064	2 GIGS			
810 AVE. G, Olton, TX 79064	5 GIGS			
810 AVE. G, Olton, TX 79064	10 GIGS			
800 AVE. G, Olton, TX 79064	1 GIGS			
800 AVE. G, Olton, TX 79064	2 GIGS			
800 AVE. G, Olton, TX 79064	5 GIGS			

Olton ISD INTERNET ACCESS
Request for Proposal

SITE NAME	BANDWIDTH	INELIGIBLE COSTS	ONE-TIME CHARGE	MONTHLY COST
800 AVE. G, Olton, TX 79064	10 GIGS			
710 AVE. G, Olton, TX 79064	1 GIGS			
710 AVE. G, Olton, TX 79064	2 GIGS			
710 AVE. G, Olton, TX 79064	5 GIGS			
710 AVE. G, Olton, TX 79064	10 GIGS			
814 7 th Street, Olton, TX 79064	1 GIGS			
814 7 th Street, Olton, TX 79064	2 GIGS			
814 7 th Street, Olton, TX 79064	5 GIGS			
814 7 th Street, Olton, TX 79064	10 GIGS			
913 7 th Street, Olton, TX 79064	1 GIGS			
913 7 th Street, Olton, TX 79064	2 GIGS			
913 7 th Street, Olton, TX 79064	5 GIGS			
913 7 th Street, Olton, TX 79064	10 GIGS			
703 Avenue J, Olton, TX 79064	1 GIGS			

SITE NAME	BANDWIDTH	INELIGIBLE COSTS	ONE-TIME CHARGE	MONTHLY COST
703 Avenue J, Olton, TX 79064	2 GIGS			
703 Avenue J, Olton, TX 79064	5 GIGS			
703 Avenue J, Olton, TX 79064	10 GIGS			

N. Asymmetrical Fiber INTERNET PRICING FORM

SITE NAME	BANDWIDTH	INELIGIBLE COSTS	ONE-TIME CHARGE	MONTHLY COST
701 6 th Street, Olton, TX 79064	1 GIGS			
701 6 th Street, Olton, TX 79064	2 GIGS			
701 6 th Street, Olton, TX 79064	5 GIGS			
810 AVE. G, Olton, TX 79064	1 GIGS			
810 AVE. G, Olton, TX 79064	2 GIGS			
810 AVE. G, Olton, TX 79064	5 GIGS			
810 AVE. G, Olton, TX 79064	10 GIGS			

Olton ISD INTERNET ACCESS
Request for Proposal

SITE NAME	BANDWIDTH	INELIGIBLE COSTS	ONE-TIME CHARGE	MONTHLY COST
800 AVE. G, Olton, TX 79064	1 GIGS			
800 AVE. G, Olton, TX 79064	2 GIGS			
800 AVE. G, Olton, TX 79064	5 GIGS			
800 AVE. G, Olton, TX 79064	10 GIGS			
701 6 th Street, Olton, TX 79064	10 GIGS			
800 AVE. G, Olton, TX 79064	10 GIGS			
710 AVE. G, Olton, TX 79064	1 GIGS			
710 AVE. G, Olton, TX 79064	2 GIGS			
710 AVE. G, Olton, TX 79064	5 GIGS			
710 AVE. G, Olton, TX 79064	10 GIGS			
814 7 th Street, Olton, TX 79064	1 GIGS			
814 7 th Street, Olton, TX 79064	2 GIGS			
814 7 th Street, Olton, TX 79064	5 GIGS			
814 7 th Street, Olton, TX 79064	10 GIGS			

Olton ISD INTERNET ACCESS
Request for Proposal

SITE NAME	BANDWIDTH	INELIGIBLE COSTS	ONE-TIME CHARGE	MONTHLY COST
913 7 th Street, Olton, TX 79064	1 GIGS			
913 7 th Street, Olton, TX 79064	2 GIGS			
913 7 th Street, Olton, TX 79064	5 GIGS			
913 7 th Street, Olton, TX 79064	10 GIGS			
703 Avenue J, Olton, TX 79064	1 GIGS			
703 Avenue J, Olton, TX 79064	2 GIGS			
703 Avenue J, Olton, TX 79064	5 GIGS			
703 Avenue J, Olton, TX 79064	10 GIGS			