

	<b>District Five Schools of Spartanburg County</b>	Solicitation Number: 2022-011 Date Issued: January 31, 2022 Procurement Director: Kacey Austin Phone: (864) 949-7939 E-Mail Address: 2022SPA5@district.us.com
	<b>REQUEST FOR PROPOSALS</b>	

**NETWORK UPGRADES & FIREWALL SUPPORT**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.*

**SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:**

<b>MAILING ADDRESS:</b> District Five Schools of Spartanburg County Attn: Kacey Austin P. O. Box 307 Duncan, SC 29334	<b>PHYSICAL ADDRESS:</b> District Five Schools of Spartanburg County Attn: Kacey Austin 100 North Danzler Road Duncan, SC 29334
---	---

SUBMIT OFFER BY: February 28, 2022 11:00 AM

QUESTIONS MUST BE RECEIVED BY: February 18, 2022 11:00 AM

(please direct questions in writing to: [2022SPA5@district.us.com](mailto:2022SPA5@district.us.com))

**NUMBER OF COPIES TO BE SUBMITTED: One (1) ORIGINAL, three (3) copies, and one (1) electronic copy on USB in a sealed envelope must be submitted to the District and one (1) additional copy must be submitted to Service Associates (see page 3).**

CONFERENCE TYPE: Not applicable DATE & TIME:	LOCATION: Not applicable
---	--------------------------

<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.spart5.net/procurement/solicitations">www.spart5.net/procurement/solicitations</a>
-------------------------------	---

**You must submit a signed copy of this form with your offer.** By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the opening date.

NAME OF OFFEROR  <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO.  <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE  <small>(business title of person signing above)</small>		
PRINTED NAME  <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION  <small>(If you are a corporation, identify the state of incorporation.)</small>

<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)  <hr/> Area Code - Number - Extension                      Facsimile  <hr/> E-mail Address
--	--

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)   ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address <b>(check only one)</b>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)   ____ Order Address same as Home Office Address ____ Order Address same as Notice Address <b>(check only one)</b>
---	---

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.							
Amendment 3	Amendment 2	Amendment No.	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

<b>MINORITY PARTICIPATION</b> Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____  If yes, South Carolina Certification # _____
---

District Five Schools of Spartanburg County (“District”) is seeking sealed proposals for Network Upgrades to include replacement of existing network switches and support licenses for the District’s internet firewall.

### **INSTRUCTIONS TO OFFERORS**

*All proposals must be submitted in a sealed envelope.*

*Solicitation Number, Proposer’s Name, and Opening Date must appear on package exterior*

Proposals may be mailed or hand-delivered to:  
**District Five Schools of Spartanburg County**  
**P. O. Box 307**  
**100 North Danzler Road**  
**Duncan, SC 29334**  
**Attn: Kacey, Director of Procurement**  
**2022-011**

One additional hardcopy of the proposal must be submitted as follows:

**Service Associates, Inc.**  
**ATTN Oliver Frail**  
**225 Cook Street**  
**Rural Hall, NC 27045**

### **DEFINITIONS**

*The District* – Refers to School District.

*You/Your/Vendor/Bidder/Proposer/Contractor/Service Provider* – Refers to all recipients of this Invitation.

*Bid / Proposal / RFP / ITB* - Refers to the entire process and includes the invitation, this RFP, special provisions, specifications and/or requirements.

- Proposals not properly submitted and signed are subject to rejection. The District assumes no responsibility for unmarked or improperly marked containers. All proposers must submit one (1) original (marked “Original”) paper proposal, three (3) paper copies, and an electronic copy on a USB drive containing the full proposal to the District. In addition, proposers must also submit an additional hardcopy of the proposal to Service Associates, ATTN: Oliver Frail, 225 Cook Street, Rural Hall, NC 27045.
- Questions regarding this RFP **MUST** be in writing **VIA EMAIL**, to RFP SPA5-2022-011 ([2022SPA5@district.us.com](mailto:2022SPA5@district.us.com)). **SUBMITTERS SHALL NOT ATTEMPT TO CONTACT ANY MEMBER OF THE DISTRICT, BOARD OF TRUSTEES, OR THE DISTRICT SELECTION COMMITTEE REGARDING THIS REP. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE REJECTION OF YOUR PROPOSAL.**
- Questions will be answered by issue of Addenda sent out to the entire list of potential offerors that have registered by email at [2022SPA5@district.us.com](mailto:2022SPA5@district.us.com). Addenda will also be posted to the Form 470 within the **EPC Portal**. Any interpretation, clarification, or correction in the language of the RFP will be made by release of an ADDENDUM in this fashion. It will be the responsibility of all respondents to contact the District prior to submitting a response to this RFP to ascertain whether Addenda have been issued.

- Proposals, amendments or withdrawal requests must be received by Monday, February 28<sup>th</sup> 2022 at 11:00 AM.
- **Proposals received after the time and date specified, whether delivered or mailed, will not be accepted.**
- All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. No faxes, copies, PDF or similar electronic or photographic files will be accepted.
- All data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to District Five Schools of Spartanburg County.
- Proposers shall be required to visibly mark as “CONFIDENTIAL” each page of their proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
- In preparing your response, make any assumptions necessary, take any exceptions necessary and document each. Any disparity between an appealing proposal and the requirements of the district will be negotiated prior to executing a contract.
- No lump sum bids will be expected. All costs must be itemized and **Scopes 1 & 2** and should be quoted separately.

**Anticipated Schedule of Key Events:**

<u>Issue RFP:</u>	Monday, January 31 <sup>st</sup> , 2022
<u>Deadline for Questions:</u>	Friday, February 18 <sup>th</sup> , 2022 @ 11:00 AM
<u>RFP must be Received by:</u>	Monday, February 28 <sup>th</sup> , 2022 @ 11:00 AM

## **I. GENERAL PROVISIONS**

A. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

B. An award will be made to the Offeror whose proposal, in the opinion of the District, best meets the requirements of this RFP and the District objectives.

C. The Procurement Code and Regulations of District Five Schools of Spartanburg County will govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at <http://www.spart5.net> under Departments/Procurement Services.

D. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

### **E. Addenda**

This solicitation may be amended at any time prior to opening via an addendum. The addenda will be sent out to the entire list of potential offerors that have registered by email at [2022SPA5@district.us.com](mailto:2022SPA5@district.us.com). Addenda will also be posted to the Form 470 within the **EPC Portal**. All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addenda with offer, 2) by letter or 3) by submitting a proposal that indicates the offeror received the addenda (Page 2 of cover sheet).

The District shall not be legally bound by any amendment or interpretation that is not in writing.

### **F. Affirmative Action**

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.

### **G. Approval of Publicity Release**

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

### **H. Authorization and Acceptance**

The proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this RFP.

### **I. Clarifications**

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

#### J. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as “Confidential” each part of the proposal they consider to contain proprietary information.

Privileged and confidential information is defined as “information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information.” The examples of such information provided in the statute are:

- Customer Lists;
- Design recommendations and identification of prospective problem areas of RFP;
- Design concepts, including methods and procedures;
- Biographical data on key employees of the offeror;

#### K. Certification Regarding Debarment and other Responsibility Matters

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph of this provision. The offeror also certifies that the Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

#### L. District Closings

If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

#### M. Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their proposal.

#### N. Correction of Errors on the Bid Form

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

O. Insurance

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Vendor or any of its approved subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. All vehicles that travel on school district grounds must have insurance as required by the State of South Carolina.

P. License and Permits

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the resulting contract. A copy of your current business/professional license should be included with your proposal documents.

Q. Offeror's Qualifications

The Offeror must, upon request, furnish satisfactory evidence of its ability to furnish services and equipment in accordance with the terms and conditions of this solicitation. The District reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein. The Offeror is required to complete and return our Business Profile Sheet. No bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

R. Proposal Constitutes Offer

By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

S. Preparation Expenses

The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Vendor's response to this solicitation.

T. Rejection/Cancellation

The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

U. Responsiveness/Improper Offers

Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

#### V. Subcontracting

The successful Offeror will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

#### W. Unlawful Acts

The District interprets a signed proposal document as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the State of South Carolina or United States law.

#### X. Withdrawal of Response

A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Director of Procurement prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

## II. SPECIAL TERMS & CONDITIONS

Successful Vendor must have a current [FCC Form 498 ID](#), previously a Service Provider Identification Number (SPIN) and must be a vendor in good standing with USAC-SLD (the E-Rate Program). Offerors **MUST** provide documentation which proves they have completed the Form 498 ID Process with their proposal response.

All supplies or equipment offered to the District must be **NEW** and provided by an **Authorized Reseller**.

Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

Proposal must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

Proposal submitted must contain the initial page of this RFP signed by the offeror.

Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.



*Discussions/Negotiations:* By submission of a bid, the offeror agrees that their bid is based on the written specifications, terms and conditions and any written amendments issued by the Director of Purchasing. The offeror agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party at the District and will limit all correspondence to that sent to [2022SPA5@district.us.com](mailto:2022SPA5@district.us.com). The offeror will not discuss or attempt to negotiate with District any aspects of the procurement without prior approval of the Director of Purchasing, District Five Schools of Spartanburg County. An offeror may have their bid rejected if they violate this condition. After opening, the Director of Purchasing may, in his sole discretion, initiate discussions with you to discuss your offeror.

#### Product Information

Vendor shall include its latest manual and/or specifications for the proposed software.

#### Warranty

Manufacturer's standard warranty will be required in writing with delivery of goods and services.

### **III. GENERAL TERMS & CONDITIONS**

#### **A. Contract Terms**

**The District reserves the right to award multiple contracts to multiple vendors if deemed in the best interest of the district.**

*Contract Period:* The initial contract period will begin on the date signed by The District and will be extended through September 30, 2025. The initial term may be voluntarily extended/renewed. Renewals will be in one-year increments and will be instated via a simple one-page voluntary amendment to extend the Contract Expiration Date one year and to be executed by the District and the Offeror. The extensions may be less than, but may not exceed (2) additional one-year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the District of its intention in writing 90 days prior to the anniversary date. Any further extensions must be in accordance with the District Procurement Code.

*Price Adjustment:* Prices shall remain firm for the life of the contract with the exception of equipment/supplies which shall be handled as described below:

#### **Equipment/Consumables:**

Prices shall remain firm during the initial contract period. Any requests for price increases must be submitted to the Director of Purchasing at least 90 days prior to the automatic renewal date. These requests should be forwarded by registered mail to ensure delivery. If approved, the prices will go into effect for the next renewal term and remain firm for the term. Requests shall be accompanied by a copy of the manufacturer's official notice of such increases. The maximum price increases will not exceed the percent change from the previous year(s) shown in the most current Consumers Price Index (CPI) for all urban consumers (CPI-U) under "All Items" or the current market conditions as determined by the contract administrator. The District reserves the right to accept the price increases or cancel the contract and will notify the contractor in writing within fifteen (15) days following the date of request. No increase shall be effective until approved by the District. It is understood and agreed that orders will be shipped at prices in effect on date shown on the District's purchase order. Any decrease in the cost of the finished product due to a general decline in the market price or other effective factors shall be forwarded to the District with immediate inception into the term contract.

#### **B. District or School Regulations**

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

#### **C. Background Checks**

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Vendor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

#### D. Conduct and Actions of Vendor's Employees

The Vendor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

#### E. Drug-free Workplace

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

#### F. Ethics Certification

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

#### G. Equal Opportunity

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, immigrant status, English speaking status, ancestry or physical handicap.

#### H. Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts

with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

#### I. South Carolina Law

Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

#### J. Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

#### K. Governing Laws

All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

#### L. Indemnification

The Vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of, or through injury (including death) to any person(s) or damage to any property to any location in which work is located arising out of or suffered through any act or omission of the Vendor(s).

#### M. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed any and all requirements.

#### N. Right to Protest

- (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.
- (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Any protest must be submitted in writing to the Chief Finance Officer, David Hayes – [David.Hayes@spart5.net](mailto:David.Hayes@spart5.net)

O. Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

P. Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

1. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

#### IV. SCOPE OF SERVICES

##### THE DISTRICT

District Five Schools of Spartanburg County is a SC Public School District with 12 instructional locations and a District Office (Network Hub). Total enrollment is approximately +/- 9000 students

The District has established an IT Standard for Network Systems that includes Microsoft operating systems, CISCO network electronics, Aerohive wireless access points, and Palo Alto internet firewall. The district has a satisfactory installed base that adheres to this IT Standard. The district will take this IT Standard into account as illustrated in the evaluation criteria on Page 20 of the RFP.

Each location is connected via WAN and Internet access infrastructure provided by the SC DSIT. The District’s LAN/WAN environment is predominantly Ethernet/Fiber and the Network Server platform is predominantly Microsoft.

##### SCOPE SPECIFICATIONS

This document is a Request for Proposal (RFP); it is not an Invitation to Bid (ITB). In determining the meaning of statements contained in this document, please carefully consider the strict meaning of words such as: must, shall, will, should, might, could, require, suggest, etc. The District encourages Service Providers to propose solutions as they see fit and that best provide a solution to the District’s needs. In all instances where specifications reference a specific manufacturer, make, and/or model, offeror should assume the district **will consider EQUIVALENT items.**

District Five Schools of Spartanburg County (“the District” or “SPA5”) is herein soliciting sealed proposals for Network Upgrades to include replacement of existing network switches and support licenses for the District’s internet firewall. This solicitation is for acquisition only and DOES NOT include a request for labor of any kind. **If any item quoted by a vendor is not 100% eligible for E-Rate Support, it is the responsibility of the vendor to provide a cost allocation.**

##### SCOPE 1: SWITCHING SPECIFICATIONS

Switch Support Licenses – The District would like to review multiple term options for the support licenses. Please provide your best solution and pricing options for each type of switch license listed below.

ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
Berry Shoals Intermediate	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	9
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	9
	Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	6
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	9
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	1

ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>Beech Springs Intermediate</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	7
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	7
	Aruba 1G SFP LC SX 500m MMF Transceiver	J4858D	8
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	7
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	1
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1
ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>Duncan Elementary School</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	11
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	11
	Aruba 1G SFP LC SX 500m MMF Transceiver	J4858D	10
	Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	2
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	10
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	1
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1
ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>Florence Chapel Middle</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	18
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	18
	Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	14
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	17
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	2
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	2
ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>River Ridge Elementary School</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	11
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	11
	Aruba 1G SFP LC SX 500m MMF Transceiver	J4858D	8
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	11
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	1
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1

ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>Wellford Academy</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	7
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	7
	Aruba 1G SFP LC SX 500m MMF Transceiver	J4858D	4
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	7
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	1
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1
	Aruba 1G SFP RJ45 T 100m Cat5e Transceiver	J8177D	4

ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>James F. Byrnes High School</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	36
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	36
	Aruba 1G SFP LC SX 500m MMF Transceiver	J4858D	12
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	32
	Aruba 8360-48Y6C v2 FB 5F 2AC Bundle	JL704C	1
	Aruba X414 1U Universal 4-post Rack Mount Kit	J9583B	2
	INCLUDED: Power Cord - U.S. localization	JL704C ABA	1
	Aruba 5Y FC NBD Exch E/R 8360 SVC [for JL704C]	HU8A6E	1
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	1
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	16
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	2
	Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	48

ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>Byrnes Freshman Academy</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	12
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	12
	Aruba 1G SFP LC SX 500m MMF Transceiver	J4858D	10
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	10
	Aruba 6300M 24SFP+ 4SFP56 Switch	JL658A	1
	Aruba X371 12VDC 250W AC Power Supply	JL085A	2
	INCLUDED: Power Cord - U.S. localization	JL085A ABA	2
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	1
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1

ENTITY	PRODUCT	PRODUCT CODE	QUANTITY
<b>Spartanburg County School District 5 Office</b>	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	JL728A	3
	INCLUDED: Power Cord - U.S. localization	JL728A ABA	3
	Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	3
	Aruba 10G SFP+ LC LR 10km SMF Transceiver	J9151E	2
	Aruba 10G SFP+ to SFP+ 3m DAC Cable	J9283D	1



<b>Spartanburg County School District 5</b>	<b>SWITCH SUPPORT LICENCES</b>	<b>PRODUCT CODE</b>	<b>QUANTITY</b>
1-Year	Aruba Central 62xx/29xx Switch Foundation 1y Sub E-STU	Q9Y73AAE	<b>114</b>
1-Year	Aruba Central 63xx/38xx Switch Foundation 1y Sub E-STU	Q9Y78AAE	<b>8</b>
1-Year	Aruba Central 8xxx Switch Foundation 1y Sub E-STU	R3K03AAE	<b>1</b>
3-Year	Aruba Central 62xx/29xx Switch Foundation 3y Sub E-STU	Q9Y74AAE	<b>114</b>
3-Year	Aruba Central 63xx/38xx Switch Foundation 3y Sub E-STU	Q9Y79AAE	<b>8</b>
3-Year	Aruba Central 8xxx Switch Foundation 3y Sub E-STU	R3K04AAE	<b>1</b>
5-Year	Aruba Central 62xx/29xx Switch Foundation 5y Sub E-STU	Q9Y75AAE	<b>114</b>
5-Year	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	Q9Y80AAE	<b>8</b>
5-Year	Aruba Central 8xxx Switch Foundation 5y Sub E-STU	R3K05AAE	<b>1</b>

**SCOPE 2: NETWORK FIREWALL SUPPORT LICENCES SPECIFICATIONS – 1 YEAR**

<b>ENTITY</b>	<b>PRODUCT</b>	<b>PRODUCT CODE</b>	<b>QUANTITY</b>
<b>Spartanburg County School District 5</b>	<b>Palo Alto Firewall Support</b>	<b>PAN-SVC-PREM-220-R</b>	<b>1</b>
<b>Spartanburg County School District 5</b>	<b>Palo Alto Firewall Support</b>	<b>PAN-SVC-PREM-5220-R</b>	<b>1</b>

## UNIVERSAL SERVICE FUND

Successful Vendor must have a current [FCC Form 498 ID](#), previously a Service Provider Identification Number (SPIN) and must be a vendor in good standing with USAC-SLD (the E-Rate Program). Offerors **MUST** provide documentation which proves they have completed the Form 498 ID Process with their proposal response.

It is the intent of the District to award a three year Contract(s) featuring an option for voluntary extensions. The District encourages interested firms to offer proposals for any, each, or all of the categories of services listed herein. The District will negotiate and award contracts as it deems necessary.

The District has posted an FCC Form 470 on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to file FCC Form 471 Application(s) with the SLD for funding of these services. Successful Vendor must have a current [FCC Form 498 ID](#) and will be **required to bill in accordance with SLD guidelines using the method determined by the District (Service Provider Invoice –SPI- for FCC Form 472 –BEAR-)**.

The contractor warrants that it is qualified under applicable Federal Communications Commission and South Carolina Public Service Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Agreement to schools, libraries, rural health care providers, agencies, institutions and consortia thereof, and other entities that are eligible for those allocations/disbursements on behalf, and for the benefit, of those entities, agencies and institutions. The contractor also agrees to maintain those qualifications, and to provide reasonable assistance to agencies, institutions and entities in applying for and receiving these allocations/disbursements and applying these to any billing that they would receive from the contractor for services.

### **PROPOSAL SUBMITTAL FORMAT:**

In order to insure a uniform review and evaluation process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below.

Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all services meet the requirements of this RFP.

### **PROPOSER INFORMATION**

Proposer must respond to each of the following areas of concern. Failure to respond to each of the points below may result in such bid being deemed non-responsive. Respond in the sequence below.

1. Bidder's main business activities.
2. Description and capabilities of materials being proposed
3. Indicate the capability of your company to provide the proposed service to the District.

4. Indicate the understanding of criteria listed in the Specifications section of this bid.
5. Describe your customer support capability and philosophy. Include response times.
6. Provide records of governmental or client litigation, including any debarments, related to your company or its affiliates.
7. List at least three references; in a public school education environment of similar size.
8. List the person who will be responsible for the implementation of the service and the support thereafter.
9. Demonstration of company's experience in providing similar services for public projects with emphasis on public school projects.
10. Costs to School. Please provide the cost proposal in a SEALED envelope. Your price should be by line item as the equipment was requested in this solicitation. Lump sum costs will not be accepted. Please include only the technical specifications in your technical response.
11. Overall Design.

Each section should be tabbed and begin on a separate sheet. Document pages shall be 8-1/2 inches by 11 inches in size.

**SECTION 1: Signatory / Information Sheets -**

The Proposal Certification (pages 1 & 2 of this document), the Illegal Immigration Reform Act Compliance agreement (page 23 of this document), and the Lowest Corresponding Price Certification (page 22 of this document),

**SECTION 2: Cover Letter**

**SECTION 3: Offeror's Official Proposal Response as outlined on page 18 & 19 of this document**

## **PROPOSAL EVALUATION CRITERIA**

Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Officer shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code.

Proposals will be evaluated on the basis of the following evaluation criteria which are listed in order of importance. The award will be made to one or more vendor(s) whose proposal(s) are determined to be most cost effective to the District. All bids will be reviewed for purposes of determining responsiveness and responsibility. For purposes of responsibility, all information given by the proposer concerning its availability and capability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

If necessary, the highest ranking offeror(s) may be asked to give presentations to the evaluation team. Upon completion of the demonstrations, Offeror responses may be re-evaluated based on any clarifications of the solution being offered to the District for a final evaluation.

Those proposals found to be responsive shall be further evaluated by an evaluation committee and formally scored and ranked prior to the District making a selection.

Selection will be based upon the following criteria in order of importance. The proposer must respond to each concern.

- 1. Cost to the District = 40 Points**
- 2. Design and compatibility with the District's standards = 35 Points**
- 3. Proposal/Presentation Is Clear and Complete = 5 Points**
- 4. Documented qualifications of proposer's staff/references; District's prior experience with proposer = 20 Points**

**Total Points = 100**

**SPARTANBURG SCHOOL DISTRICT FIVE  
COST PROPOSAL**

Please provide the cost proposal in a SEALED envelope. Your price should be by line item as the equipment was requested in this solicitation. Lump sum costs will not be accepted. Please include only the technical specifications in your technical response.

Company:	_____
Address:	_____
Telephone:	_____
Date:	_____
Signature of authorized official:	_____
Print name & title:	_____
Email address:	_____

## Lowest Corresponding Price Certification

To Whom It May Concern:

Lowest corresponding price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See 47 CFR [Part 54](#) Section 54.500(f).

- A similarly situated E-Rate applicant is one that is located in the service provider's geographic service area, i.e., the area in which the service provider is seeking to serve customers with any of its E-Rate services. See [First Report and Order](#), 12 FCC Rcd 8776, 9032, para. 486.
- Similar services include those provided under contract as well as those provided under tariff. First Report and Order, 12 FCC Rcd 8776, 9032, para. 485. See also [Fourth Order on Reconsideration](#), Report and Order 13 FCC Rcd 5318, 5398, para. 133).

Service providers cannot charge E-Rate applicants a price above the LCP for E-Rate services. See 47 CFR Section 54.511(b).

This ensures that:

- Service providers do not charge E-Rate applicants more than they would charge their other non-E-Rate services customers for the same services. See First Report and Order, 12 FCC Rcd 8776, 9031-32, para. 484; and
- Any lack of experience in negotiating in a service market does not prevent E-Rate applicants from receiving competitive prices. See First Report and Order, 12 FCC Rcd 8776, 9031, para. 484.

A service provider – regardless of the size of the company or the category of service provided – must ensure that the LCP is provided to E-Rate applicants. The applicant is not obligated to ask for it, but must receive it. See [Federal-State Joint Board on Universal Service](#) , 12 FCC Rcd 87, 383, para. 540.

I am a duly authorized officer of the company that supplied the goods and/or services proposed herein and by signing below am certifying compliance with 47 C.F.R. § 54.511, aka, Lowest Corresponding Price.

Service Provider: \_\_\_\_\_ SPIN: \_\_\_\_\_

Printed name of the person completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# DISTRICT FIVE SCHOOLS OF SPARTANBURG COUNTY

## South Carolina Illegal Immigration Reform Act

### Compliance Agreement

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with District Five Schools of Spartanburg County, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY (PRINT NAME/TITLE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**END OF SOLICITATION**